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KITTATINNY REGIONAL HIGH SCHOOL
SUPERVISORS OF INSTRUCTION BARGAINING UNIT
AGREEMENT
1992-1993
AND
1993-1994

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ARTICLE I

RECOGNITION

A. The Board of Education hereby recognizes the Kittatinny Regional School Supervisors Association. These Supervisors include:

Social Studies
English
Foreign Languages
Business Education
Physical Education
Science
Mathematics
Creative Arts
Special Education

B. Unless otherwise indicated, the term "Supervisors of Instruction" when used hereinafter in this agreement shall refer to all professional supervisory employees represented by the unit as defined above.

C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

D. Use of the masculine pronouns herein shall include the feminine.

E. In this contract, where the term "association" is used, it also means the Kittatinny Regional School Supervisors Association.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. During its term, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to reopen for negotiations, and by a written amendment duly executed by both parties.

B. The Board and the Association agree to enter into negotiations over a successor Agreement in accordance with the rules and regulations of the Public Employment Relations Commission.

C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been subject of negotiation. During the term of this Agreement, neither 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 of contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

D. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, consistent with their status as representatives of their principals. Any total tentative agreement reached between the negotiating representatives shall be subject to approval of the Board of Education by a majority vote at a public meeting and shall be subject to ratification by the association.

ARTICLE III

GRIEVANCE PROCEDURES

A. Definitions

1. A "Grievance" is a complaint based upon an event or condition which adversely affects the terms and conditions of employment of a supervisor or group of supervisors and/or they are adversely affected by the interpretations, meaning/application of any of the provisions of this Agreement, and/or the established procedure, board policy, or administrative practice relating to all terms or conditions of employment of supervisor.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party of 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, including the Board of Education.

4. A grievance to be considered under this procedure must be initiated by the aggrieved person or the Association within fifteen (15) working days from the time of its occurrence or twenty-one (21) calendar days for grievances which occur within that period of time prior to the end of the school year for ten-month employees.

B. Purpose

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Any supervisor having a grievance may discuss the matter informally with any appropriate member of the administration and have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. The Association will be given the opportunity to state its views should the supervisor involved so desire.

C. Procedure

1. Time Limits

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 effort should be made to expedite the process. The time limits specified, may, however, be extended by mutual agreement.

ARTICLE III-CONTINUED
GRIEVANCE PROCEDURES

2. Level One - Principal

A supervisor with a grievance shall first discuss it with his principal, either directly or through the Association's designated representative with the objective of resolving the matter informally. If the matter is not resolved informally, the employee shall present his complaint in writing to his principal, stating details of his grievance within three (3) days after the informal presentation.

3. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Step One, or if no decision has been rendered within ten (10) school days after formal presentation of the grievance, he may file the grievance with the Superintendent of Schools, within three (3) days after the date the principal responded or should have responded.

4. Level Three - Board

If the aggrieved person is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within three (3) days of the date the Superintendent responded or should have responded, appeal to the Board by submitting to the Board Secretary a request in writing that the Board hear the matter at the earliest opportunity. The President of the Board shall schedule review of the appeal at any executive session or special meeting with the proviso that the review be made no later than fifteen (15) school days after the date of receipt of the written request.

5. Level Four - Arbitration

a) If the grievant is not satisfied with the disposition of his grievance at Board Level, within fifteen (15) school days after the Board responded, or should have responded the grievant may, through the Association, submit a grievance to arbitration and shall notify the Board in writing of such submission.

GRIEVANCE PROCEDURES
(continued)

b) The submission shall be made to, and the processes for selection of an arbitration shall be those of the American Arbitration Association.

c) The arbitrator so selected shall confer with representatives of the Board and Association and hold hearings promptly and issue a decision not later than twenty (20) calendar days from the date of close of hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him, or from the date final briefs are submitted by the parties. The arbitrator shall be limited to the issues and facts submitted to him and shall consider nothing else. The arbitrator shall be without jurisdiction to add to, or subtract anything from the Agreement between the parties and shall be bound by the specific and express terms thereof as well as any applicable policy of the Board of Education. The arbitrator's decision shall be in writing and set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final.

d) The costs for the services of an arbitrator shall be borne equally by the Board and the Association.

D. Non-Arbitrable Grievances

1. Arbitration and the procedures relative thereto shall not be deemed applicable if the grievance or the redress sought concerns:

a) The failure or refusal of the Board to renew the contract of a non-tenured supervisor.

b) In any matter wherein a specific method of review is set forth by law, or by any rule, regulation, or order of the State Commissioner of Education, or the State Board of Education.

c) Any complaint by any personnel occasioned by the appointment or retention in/or lack of retention in any position for which tenure is either not possible or not required.

GRIEVANCE PROCEDURES
(continued)

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

e) In matters involving the sole, unlimited discretion of the Board.

f) In matters where the discretion of the Board may not be unlimited, but where, after exercise of such discretion, a further review of the Board's action is available to employees under the provisions of N.J.S.A. 18A.

g) Any matter in which a petition has been filed before the Division of Controversies and Disputes of the Office of the Commissioner of Education, whether or not covered by (a) through (f) set forth heretofore.

h) Any matter in which the allegation concerns a grievance involving any allegation other than an improper application, interpretation or a violation of the specific and express written terms of this Agreement.

2. All grievances not appealable to arbitration shall be determined by the Board of Education, whose decision shall be final and binding.

E. Time Limits

1. Failure at any step to communicate the decision on a grievance within a specified time limitation shall permit the carrying of that grievance to the next step of the procedure. Failure to institute a grievance, or to appeal from a response within the specified time limitation shall be deemed to constitute an abandonment of said grievance and a waiver of any right to carry the grievance further through the grievance procedure.

Year End Grievance

2. 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, an if left unresolved until the beginning of the following year,

GRIEVANCE PROCEDURES
(continued)

could result in alleged irreparable harm to a grievant, the time limits set forth herein may be reduced so that the grievance procedure may be utilized to effect a satisfactory resolution of the grievance prior to the end of the school year or as soon thereafter as is practicable.

F. Miscellaneous

1. Any supervisor of the district, whether a grievant or a witness, shall be assured freedom from restraint, interference, coercion, discrimination or reprisal by either the Board or the Association.

2. Any aggrieved person may be represented through all stages of the grievance procedure by himself, or at his option, by a representative of his own choosing, or the Association. When a grievant is to be represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure beyond the informal level.

3. It is specifically understood that employees shall continue to follow directives of their employer notwithstanding the pendency of any grievance relating to those directives.

4. If it becomes necessary, forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Principal and the Association.

ARTICLE IV - SUPERVISOR RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any supervisor such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

B. Required Meetings or Hearings

Whenever any supervisor staff member is required to appear before the Board of Education or any committee or member concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview. (N.J.S.A. 18A:25-7)

C. Evaluation of Students

The supervisor shall have the right and responsibility to determine grades and other evaluations of students within the grading policies of the Kittatinny Regional School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without consultation of such change with the supervisor.

D. Criticism of Supervisor

Any question or criticism by an administrator or Board member of a supervisor and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Released Time for Meetings

Whenever any representative of the Association or any supervisor participates during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay, providing that the meetings have been approved in advance by both parties. Such meetings shall have two teaching days advanced notice.

B. Use of School Equipment

The Association shall have the privilege to use school facilities and equipment within the school building, 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. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

ARTICLE VI

SUPERVISOR WORK YEAR

A. Supervisors Work Year

Ten (10) month personnel.

1. The in-school work year for supervisors employed on a ten-month basis shall be the approved school calendar teacher/student year with five additional days of work to be scheduled during summer months of July and August.

Supervisors will be notified of the summer work week dates no later than June 1st of each year.

Inclement Weather

2. Supervisors attendance shall not be required whenever student attendance is not required due to inclement weather.

ARTICLE VIII

SUPERVISORS HOURS AND SUPERVISORS LOAD

A. Supervisors Day

1. Length of the Day:

The total in-school workday shall consist of not more than seven (7) hours and forty-one minutes and shall include a duty-free lunch period.

2. Arrival and Dismissal Time:

A supervisor shall be required to report for duty no earlier than eleven minutes before the opening of the pupil's school day, and shall be permitted to leave (30) thirty minutes after the close of the pupil's school day.

B. Supervisor Load

1. Instructional Planning:

Every supervisor shall plan and teach course content in the manner he considers most practical and useful. Supervisors shall provide substitutes with daily, weekly, and/or alternate plans as needed, according to procedures developed by the Principal.

C. Meetings

1. Faculty and Other:

Supervisors may be required to remain after the end of the regular workday without additional compensation, for the purpose of attending faculty or other professional meetings three (3) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than ninety (90) minutes, except in cases of an emergency involving the health and safety of students and teachers.

2. Prior to holidays and weekends:

Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day which supervisor attendance is not required at school, except when an emergency would dictate otherwise and agreed upon by administration and association.

SUPERVISORS HOURS AND TEACHING LOAD

3. Evening Meetings -

Supervisors may be required to attend no more than five (5) evening assignments or meetings each school year without additional compensation. During scheduled Parent-Teacher Conferences, supervisors will be available, if needed, to attend appointments but are not required to stay after their teachers' last appointment.

D. Field Trips

Field trips shall be scheduled and implemented in a manner with administrative approval. Written permission for field trips shall be obtained from the Superintendent to guarantee insurance coverage as a school sponsored activity.

E. Teaching Load of Supervisors -

# of Teachers in Department	# of Teaching Assignment
Periods	
<hr/>	
1 - 5	4
6 - 9	3
10 - 14	2
15 and above	1

Upon mutual agreement additional classes added to Department Supervisors load will be reimbursed at 1/6th of the 1st year supervisor's salary in lieu of hiring an additional full or part time teacher.

F. Supervisor time can be used for class preparation.

G. Supervisors recognize their responsibility to the Board of Education to provide professional advice as required. Meetings scheduled for this purpose shall be at the discretion of the Board or Superintendent.

ARTICLE IX

SUPERVISORS EMPLOYMENT

A. Placement of Salary Schedule

1. Adjustment to salary schedule

Each supervisor shall be placed on his proper step of the salary schedule in accordance with paragraph 2 below. Any supervisor employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Any supervisor employed after February 1 of any school year, shall be given no credit towards the next increment step for the following year.

2. Credit for experience

The Board of Education shall have the prerogative of initial placement on the salary guide of newly employed Supervisors of Instruction, in accordance with the provisions of Schedule A. Additional credit for military experience or alternative civilian service required by the Selective Service System, pursuant to N.J.S.A. 18A:29-11 or credit not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps work and time spent on a Fulbright Scholarship shall be given upon initial employment.

Duly Accredited School Defined:

- a) All public schools are recognized as accredited schools.
- b) Only those non-public schools that are accredited by New Jersey or other states as listed in the School Directory (or an equivalent publication) will be recognized as accredited.

B. Returning to the District

A supervisor with previous teaching experience in the Kittatinny Regional High School District shall upon returning to the system receive full credit on the salary schedule in accordance with policy 4152.2 to 4152.7.

C. Previous Sick Leave Accumulation

Sick leave shall be allotted in accordance with law. Unused sick leave will be accumulative.

The Board will not recognize the transfer of any sick

leave from another district except in the initial transfer in the first year of those eligible supervisors who will be absorbed into the district from the sending schools within the district.

D. Supervisors shall be notified of their contract and salary status for the ensuing year no later than April 30th, and all signed contracts must be returned to the Board by June 1st. Any employee not returning their contract by that date will be deemed to have resigned from employment.

ARTICLE X

SALARIES

A. Salary Schedule

1. The salary of each supervisor covered by this Agreement is set forth in Schedule "A-1" for the school year 1992-93 and in Schedule "A-1" for the school year 1993-94 which Schedules are attached hereto and made a part hereof.

2. Coaches and Extra-Curricular activities stipends shall be in accordance with district approved schedules.

B. Method of Payment

1. Each employee employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Each employee employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.

2. Each supervisor shall receive his final pay and the pay schedule for the following year on his last working day in June.

C. Representation Fee

1. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee

a) Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined through negotiations in accordance with the law, not to exceed 85%.

b) Legal Maximum

In order to adequately offset the per capita

cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. For the 1990-91 and the 1991-92 contract years, the percentage deductible in the Kittatinny Regional District is 85%.

SALARIES (continued)

3. Deduction and Transmission of Fee

a) Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph b) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association. The deductions for new employees will begin with the first paycheck following receipt of the list of names by the Board Secretary.

b) Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.

c) Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d) Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

SALARIES (continued)

e) Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

f) New Employees

A list of all employees will be submitted to the Association by June 1st of each year. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board Secretary will submit to the Association a list of all new employees who began their employment in a bargaining unit position during the preceding thirty-day period. The list will include names, job titles and dates of employment for all such employees.

4. Indemnification

The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

A. Notification

1. Date for presently employed supervisors.

All supervisors shall be given written notice of their salary, class and/or subject assignments and room assignments for the forthcoming year not later than June 1st. Any change that may occur after that date, the affected supervisor will be notified.

B. Traveling Expenses

All personnel on official business which has been authorized by the Superintendent shall receive the going rate per mile as compensation for travel. Meals, lodging and registration expenses will be reimbursed when properly submitted to and approved by the Board.

ARTICLE XII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. Filing requests

Supervisors who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the supervisor desires to be assigned. Such requests for transfers and reassignments for the following year shall be submitted not later than February 15th.

B. Criteria for Assignment

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual supervisor shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system, but the final determination shall be made by the Board of Education.

C. Posting

The Board will post known vacancies as they arise.

ARTICLE XIII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Use of Voluntary Requests

Reasonable effort shall be made to fill vacant positions with qualified volunteers before involuntary reassignments are considered.

B. Priority in Reassignment

In the event a voluntary transfer does not resolve the problem, affected supervisors shall be given an opportunity to indicate a preference regarding the position to which they may be involuntarily transferred. Final determination, however, rests with the Board of Education. A supervisor may not be transferred to any position for which they do not hold certification where such certification is required.

ARTICLE XIV

SUPERVISOR EVALUATION

A. Evaluation Procedures

1. All formal classroom observation of a supervisor shall be conducted openly and with full knowledge of the supervisor. The use of eavesdropping, public address, camera, audio-systems, and similar surveillance devices shall be strictly prohibited.

2. Classroom observation shall be followed by a conference between the evaluator and the supervisor. Thereafter, a written observation report shall be prepared by the evaluator, with a copy furnished to the supervisor. The supervisor, within ten working days shall, upon request, be given an opportunity to consult with the evaluator regarding the written report. The supervisors shall have at least one day to review, sign and return the observation to the evaluator.

3. Non-tenured staff shall be evaluated in accordance with N.J.S.A. 18A. This section shall not be subject to the Grievance Procedure set forth as ARTICLE III of this Agreement.

B. Personnel Records

1. File

A supervisor shall have the right, upon request, to review the contents of his personnel file and to receive a copy at Board expense of any document contained therein of which a copy had not previously been provided. A supervisor shall be entitled to have representative (s) of the Association accompany him during such review.

2. Derogatory material

No material derogatory to a supervisor's conduct, service, character or personality, which is not a part of the normal business record of the employer, shall be placed in his personnel file unless the supervisor has been afforded an opportunity to review the material. A supervisor shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. A supervisor shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

ARTICLE XIV - (continued)

3. No separate file

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

4. A supervisor's evaluation of tenured staff shall consist of a minimum of two formal written and conferenced observations and one annual written evaluation per year.

A supervisor's evaluation of non-tenured staff shall consist of a minimum of four formal written and conferenced observations and one annual written evaluation. A minimum of two of the observations of non-tenured staff shall include a pre-teaching conference where the supervisor reviews with the teacher their lesson plans, class objectives, materials and methods to be employed in teaching the lesson.

Supervisors will teach one instructional lesson per year in cooperation with each non-tenured teacher in their department, excluding Foreign Language.

Additional instructional lessons will be scheduled if deemed necessary by the department supervisors.

C. Termination of Employment

Final evaluation of a supervisor upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such supervisor after severance or otherwise than in accordance with the procedure set forth in this Article, with the exception of normal severance documents. A supervisor may, within six (6) months of leaving, have the right to review his or her file.

ARTICLE XV

SUPERVISOR - ADMINISTRATION LIAISON

A. Building Level Supervisor Council

1. Organization

The Association shall select a Supervisor Council which shall meet with the Administration at a time called by the Administration or the Supervisor Council, with at least three (3) days advanced notice. Said Council shall consist of three (3) Association members and the Administrators.

2. Areas for Supervisor Council Consideration

Areas for consideration by the Council shall include but not be limited to school building level decisions.

ARTICLE XVI

SICK LEAVE

A. Sick leave shall be allotted 10 days per year for ten-month employees, and 12 days per year for twelve-month employees. Unused sick leave will be accumulative.

B. Extended emergency sick leave may be granted with permission from the Board of Education when accumulated sick leave has been exhausted. Compensation will be determined at the daily rate of the employee less the cost of supplying a substitute.

C. Notice of Accumulation

Supervisor shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

D. Retirement

When an employee is separated from the Kittatinny Regional School District for purposes of certified retirement pursuant to the T.P.A.F. or the P.E.R.S., he/she shall receive twenty-five dollars (\$25.00) per day effective 7/1/90 for each unused accumulated sick day up to a maximum of one hundred (100) days.

ARTICLE XVII

TEMPORARY LEAVES OF ABSENCE

A. Types of Leaves

For the duration of this Agreement, supervisors shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. Personal

Three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the Superintendent for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. No more than one (1) personal day will be approved at any one request. All unused personal days shall be accumulated and converted to sick leave days or family illness days. The maximum number of days that can be accumulated in the family illness account is four days.

Supervisor personal leave will not be taken preceding or succeeding a holiday or vacation. Emergency personal leave taken at this time will require a written explanation upon returning to work.

2. Legal

Time necessary for appearances in any legal proceeding connected with the supervisors employment or with the school system if the supervisor is required by law to attend.

3. Bereavement

Leaves of absence for deaths in the family shall be four (4) days for mother, father, husband, wife, son, daughter, mother-in-law, father-in-law or any other family member living in the household. Two (2) days for brother and sister. All other relatives shall be for the day of the funeral only.

4. Military

Military leave of the annual two-week training variety should be arranged whenever possible during the summer recess. Leave for the call-up of an employee for national emergency duty will be granted unequivocally with

no loss in tenure status.

Any employee called to active duty will be

replaced with a substitute until his return. Upon his return, he will be placed on the same guide step he would have obtained had he not been called up, with all accumulated fringe benefits accruing to him.

Employees shall be fully compensated when they are required to participate in short term military training during the school year.

5. Emergency leaves shall be decreed by the Board on a per case basis, when proper documentation for the need is examined. On an interim basis, the Superintendent may grant such emergency leave.

6. The Board may grant extended emergency sick leave when all accumulated sick leave has been exhausted, with compensation at the daily rate of the employee, less the cost of supplying a substitute.

ARTICLE XVIII

EXTENDED LEAVES OF ABSENCE

A. International and Federal Programs

A leave of absence without pay of up to two (2) years may with Board approval be granted to any supervisor who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange supervisor or overseas teacher and is a full-time participant in either of such programs, or accepts a Fullbright Scholarship.

B. Outside Teaching

A supervisor on tenure may with Board approval be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

C. Maternity Leave

Pregnancy

The Board of Education recognizes that the fact of any employee's pregnancy cannot work to deprive that employee of her employment or the benefits of temporary disability. All leaves of absence requested or taken by employees for reasons associated with pregnancy and maternity shall be governed, as appropriate, by Board Policy on unpaid leaves of absence, sick leave, and anticipated disability.

In recognition, however, of the potentially disabling nature of pregnancy and the foreseeability of temporary disability in its termination, and in consideration of the interest of the district in continuity of instruction and the maintenance of a qualified and competent staff, the Board shall assume that a pregnant employee is disabled for work four (4) weeks before the anticipated date of childbirth and continues to be disabled for four (4) weeks after her pregnancy is terminated except that any such employee may present medical certification as evidence of her fitness to perform her duties.

The following guidelines shall be employed in the case of employee pregnancy:

1. The employee who becomes pregnant shall notify the Board of her condition and , if she elects to remain in her position, shall be required to submit periodic certification

ARTICLE XVIII (continued)

of her continuing fitness to perform her duties, in accordance with Board Policy on anticipated disabilities.

2. The employee may request unpaid leave of absence to prepare for maternity and/or to care for her child. Such leaves are subject to Board discretion and to Board Policy. The employee on voluntary leave of absence is not eligible for sick leave pay when disability does occur. No pregnant employee can be required to take an unpaid leave of absence.

3. The employee who remains in her position and becomes disabled during her pregnancy for any reason, or at the termination of her pregnancy, shall be granted the same temporary disability benefits of sick leave pay, with its possible extension pursuant to N.J.S.A. 18A:30-6, except pay for extended portion shall be as in Article XVII, the Board may require medical certification of such disability.

4. The Board may require that a pregnant employee be placed on sick leave if:

a. the performance of her duties had declined substantially from such performance during the time immediately preceding her pregnancy, OR

b. her physical capacity is such that continued performance of her duties would impair her health. Such incapacity must be established by one of the following:

(1) failure of the employee to produce medical certification of her fitness, or

(2) the agreement of the employee's physician and a physician appointed by the Board, or

(3) the concurrence in a finding of incapacity by an impartial third physician, who may be appointed by the county medical society or by the consent of the examining physicians in (2) above.

ARTICLE XVIII - (continued)

5. No employee absent on temporary disability for reasons associated with pregnancy may return to work without presentation of medical certification of fitness.

6. The Board may presume that a pregnant employee is disabled for work four (4) weeks before the anticipated date of childbirth; the employee is then eligible for sick leave benefits, except that the employee who continues to present certification of her fitness may continue to perform her duties.

7. When pregnancy is terminated, the employee is presumed to be disabled for a recuperative period of four (4) weeks during which she may continue to receive the sick leave pay to which she is entitled. If she wishes to return to her duties during that period, she must present certification of fitness.

8. An employee whose pregnancy has been terminated may remain on sick leave and is eligible to receive the sick leave pay to which she is entitled or, if she has exhausted her entitlement, that which the Board in its discretion may grant her in accordance with statute, so long as she continues to present medical certification of her disability.

9. Adoption - Any supervisor adopting an infant child shall receive similar leave which shall commence upon his/her receiving de facto custody of said infant or earlier, if necessary, to fulfill the requirements for the adoption.

D. Family Emergency

An absence for immediate family emergency will be at the discretion of the administrator. An extended period, if necessary shall be by petition to the Board and at their discretion will set compensatory relief, if any. Board Policy #4151.2.

ARTICLE XVIII -
(continued)
EXTENDED LEAVES OF ABSENCE

E. Political

The Board recognizes the aspirations of its employees to be politically aware and accepts their participation. Leave may be granted to those employees who request it to campaign for political office. The Board, however, will not compensate the employee for the time he/she is absent from his/her responsibility to the school district.

School employees who are elected to the State Legislature will be granted leave to attend sessions of the body to which they are elected, and with full compensation. Title 18A:6-8.1.

F. Good Cause

Other leaves of absence without pay may be granted by right to determine compensation, if any, or step on guide upon applicant's return.

G. Return from Leave

Upon return from leave granted pursuant to this Article, a supervisor shall be placed on the salary guide in accord with the terms of the leave approved by Board action.

H. Teacher Stress

Leaves of absence without pay for reasons associated with personal stress may be granted for a full school year upon application to, and approval of, the Board. Approval of such leave shall not be considered evidence for or against a claim of job-related disability.

I. Extensions and Renewals

All requests for extensions or renewals of leaves shall be applied for in writing.

ARTICLE XIX

PROTECTION OF SUPERVISORS STUDENTS AND PROPERTY

A. Assault

1. Legal Assistance

The Board shall give full support including legal and other assistance for any assault upon the supervisor while acting in the discharge of his duties.

B. Reporting Assaults

1. Principal

A supervisor shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

ARTICLE XX

HEALTH PROTECTION

A. Full Health-Care Coverage

1. Complete Annual Coverage

For each supervisor who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premium to Connecticut General for the employee and his family, to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st.

2. The above Board paid insurance shall pay for a second medical opinion prior to certain specified surgery. Where a second opinion is obtained, reimbursement for surgery shall be at one hundred (100%) percent. If a second opinion is not obtained, reimbursement shall be at the rate of fifty (50%).

B. Injury or Accident

The Board shall provide Workmen's Compensation Insurance to cover any employment related accident or injury.

C. The Board of Education shall pay the full premium for the employee, and dependents where applicable, to provide continuation of the existing dental plan benefits. The particular plan utilized shall be selected by the Association, but shall be subject to approval by the Board of Education.

D. The Board of Education shall pay the full premium for the employee, and dependents, where applicable, to provide (\$3.00) dollar co-pay prescription plan benefits effective July 1, 1991. The particular plan utilized shall be selected by the Association, but shall be subject to approval by the Board of Education.

ARTICLE XXI

PERSONAL AND ACADEMIC FREEDOM

A. Personal

The Board recognizes that members of the staff must enjoy private lives and may associate with others outside of school for political, economic,, religious or cultural reasons. Therefore, when non-school activities threaten a staff member's effectiveness within the school system, the Board reserves the right to evaluate the impact of such activities upon a supervisor's responsibilities to his students and to the Board. The Superintendent is directed to prepare for the staff, guidelines that will minimize the possibility of a conflict of interest between employees and the district. Board Policy #4116.24.

B. Academic

The Board recognizes that some deviation from the assigned curriculum guide is necessary in the free exchange of the classroom. Any discussion of controversial issues in the classroom shall be conducted in an unprejudiced and dispassionate manner designed to foster a spirit of inquiry within the guidelines of curriculum policy set by the Board.

ARTICLE XXII

STUDENT ENROLLMENT DISTRIBUTION

A. The Board shall make every effort, consistent with sound educational practice, to distribute student enrollment equitably among available teaching staff at each grade/subject level, and to avoid placing undue burden upon specialists, counselors and departments.

ARTICLE XXIII

EXTRA-CURRICULAR COMPENSATION

- A. The Board of Education reserves the right to establish extra-curricular activities that are consistent with sound education practices or eliminate extra-curricular activities according to Board policies.
- B. Stipends for extra-curricular activities will be negotiated as part of this Agreement and all salaries agreed upon shall be listed in Schedule G-1 for 1992-93 and 1993-94 school years entitled "Extra-Curricular Compensation Guide."
- C. Non-coaching/co-curricular staff are required to assume the responsibilities of a minimum of one co-curricular assignment, i.e., chaperone a dance, club advisor, sell/collect tickets, etc.

ARTICLE XXIV

MANAGEMENT RIGHTS

A. Except as specifically limited by this Agreement, the Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the Kittatinny Regional School District to the extent authorized by law.

ARTICLE XXV

SEPARABILITY AND SAVINGS

If any provisions of this Agreement, or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be by law; but all other provisions or application shall continue in full force and effect.

ARTICLE XXVI

COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding a Supervisor made to any member of the administration by any parent, student or other person which does or may influence evaluation of a supervisor shall be processed according to the procedure outlined below.

B. Meeting with Principal

The principal shall meet with the supervisor to apprise the supervisor of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation

The Supervisor shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. Procedure

The same steps as outlined in the procedural steps of ARTICLE III, Grievance Procedure.

ARTICLE XXVII

TUITION REIMBURSEMENT

1. Tuition reimbursement shall be granted to all professional employees who have already earned a B.A. and are professionally certified by the State of New Jersey. Hereafter, the term "teacher" will be used to designate all members of the professional staff with a standard New Jersey certificate who possesses B.A. degrees.

Tuition reimbursement shall be made as follows:

A. Approved courses will be reimbursed by the Board of Education up to the amount equivalent to the cost of nine semester hours at the tuition level set by New Jersey State Colleges.

B. Courses are to be taken in a related subject area, subject to review and approval by the Superintendent of Schools.

C. Reimbursement shall be granted only where the applicant has completed the course in accordance with the requirements of the college or institution giving the course, and shall have attained at least a "C" grade or equivalent with full credit for said course.

D. An official reimbursement form is to be submitted to the Superintendent of Schools with either grade slips or an official transcript as proof of the successful completion of the approved course work.

E. If courses are taken under a grant from private, public or other funds: G.I. Bill, N.S.F., N.D.L.A. the difference between the amount granted and the actual cost for tuition will be reimbursed by the Board as limited by F.1.a in this section.

ARTICLE XXVIII

FRINGE BENEFITS

A. Supervisors' fringe benefits and board approved services will be identical to the majority of the district's certificated professional staff.

ARTICLE XXIX - LONGEVITY

A. A longevity program shall provide for an annual payment of one thousand five hundred dollars (\$1,500) for each employee with fifteen (15) years of service completed in the Kittatinny School District. Longevity payments shall be paid in addition to the base salary as follows:

15 Years	-	\$1,500
16 Years	-	\$1,600
17 Years	-	\$1,700
18 Years	-	\$1,800
19 Years	-	\$1,900
20 Years	-	\$2,000

TWO YEAR PROPOSAL = 13% OVER 91-92 CONTRACT

SALARY GUIDE FOR SUPRVISORS

A-1

1992-1993

<u>STEP</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+60</u>
1	49,842	51,836	52,873
2	51,088	53,132	54,194
3	52,365	54,460	55,549
4	53,674	55,821	56,938
5	55,016	57,217	58,361
6	56,391 (1,256)	58,647 (1,427)	59,820 (1,468)

*Supervisors at the top of the guide for more than one year will receive an additional salary of 2.2% of Step 6, and 2.4% of Step 6 MA+30 and MA+60.

SALARY GUIDE FOR SUPERVISORS

A-1

1993-1994

<u>STEP</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+60</u>
1	51,836	53,909	54,988
2	53,132	55,257	56,362
3	54,460	56,638	57,771
4	55,822	58,055	59,215
5	57,217	59,506	60,696
6	58,648 (2,519)	60,994 (2,747)	62,213 (2,815)

*Supervisors at the top of the guide for more than one year will receive an additional salary of 4.3% of Step 6, and 4.5% of Step 6 MA+30 and MA+60.

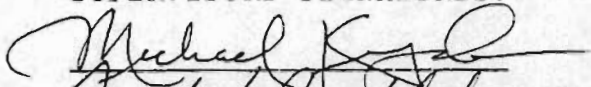
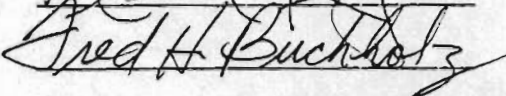
ARTICLE XXX

A Duration Period

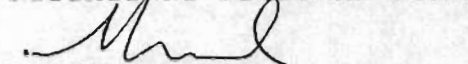
This Agreement shall be effective as of July 1, 1992 and shall continue in effect until June 30, 1994 subject to the employee's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and their corporate seals to be placed hereon, all on the 15TH day of October, 1992.

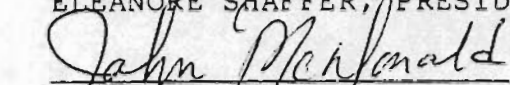
SUPERVISORS SIGNATURES:

KITTATINNY REGIONAL BOARD OF EDUCATION


RICHARD MARCEL,
NEGOTIATIONS CHAIRPERSON


ELEANORE SHAFFER, PRESIDENT


JOHN MCDONALD,
BOARD SECRETARY