

May 8, 2003

AGREEMENT
BETWEEN THE
PENNSVILLE SUPERVISORS ASSOCIATION
AND THE
PENNSVILLE TOWNSHIP BOARD OF EDUCATION
JULY 1, 2003 - JUNE 30, 2006

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ARTICLE 1
RECOGNITION

- A. The Pennsville Board of Education recognizes the Pennsville Supervisors Association as the exclusive and sole representative of the professional staff, as defined below, for collective negotiation concerning the terms and conditions of employment in accordance with Chapter 123, Public Laws 1974.

Professional Staff: Department Supervisors

- B. Unless otherwise indicated, the term "supervisor" when used hereinafter in the Agreement, shall refer to all members of the negotiating unit, and references to male supervisors shall include female supervisors.

ARTICLE 2
GRIEVANCE PROCEDURE

A. Definition

1. A grievance shall mean a complaint by a member of the unit or the Association that there has been to him or to it a personal loss, injury, or inconvenience resulting from a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, Board policies, or administrative decisions affecting him or the Association.
2. A grievance to be considered under this procedure must be initiated in writing within fifteen (15) calendar days from the date when the grievant knew or should have known of its occurrence.
3. The "grievant" is the person or persons or the Association making the complaint.
4. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Rights of Members to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative of his own choosing.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the written grievance to the Superintendent or at any later level, be notified by the Superintendent that the grievance is in existence and shall be notified of the result.

C. Procedure

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee grievant to proceed to the next step. In an emergency situation such as illness, vacation, death in family, this time limit may be extended by mutual agreement between the parties involved.
- b. It is understood that any employee grievant 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 duly determined.
- c. A grievance shall be initiated at the lowest level at which a decision can be made, except that no grievance may be initiated at a level higher than the Superintendent of Schools.

2. Level One

Any employee grievant who has a grievance shall discuss it first with the appropriate administrator in an attempt to resolve the matter informally at that level. A decision shall be given within five (5) school days.

3. Level Two

The employee grievant, no later than five (5) school days after receipt of the decision of his immediate superior, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss or inconvenience; (c) the results of previous discussions; (d) his dissatisfaction with decisions previously rendered; (e) remedy sought. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the date of receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the Association, and to the immediate superior.

4. Level Three

If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, or at the request of the employee grievant, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within twenty (20) calendar days of receipt of the appeal by the Superintendent, or if a hearing is held, within twenty (20) calendar days of the

date of the hearing. The referred to hearing shall be held within thirty (30) calendar days after receipt of the appeal notice.

5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Association, the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on any grievances concerning:
 - a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board or State Commissioner of Education; or
 - b. A complaint of a non-tenure employee which arises by reason of his not being re-employed; or
 - c. A complaint by certificated or other specially licensed personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not possible or not required.
 - d. Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
6. A request for arbitration will be honored only if the employee grievant, his representative and the Association waive the right, if any, in writing to submit the matter at issue to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's recommendation.
7. The following procedure shall be used to secure the services of an arbitrator:
 - a. Either party may request the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the matter at issue.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster, they may request the Public Employment Relations Commission to submit a second roster of names.
 - c. If the parties are unable to determine within the ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted roster, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.
8. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement

between the parties, or any policy of the Board of Education. The arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement or Board Policy which is at issue. The recommendations of the arbitrator shall be binding on both parties.

9. 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.

ARTICLE 3 RIGHTS OF THE PARTIES

- A. Whenever any supervisor is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that supervisor in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given three (3) school days prior written notice of the reasons for such meeting or interview and shall be entitled to have a person or persons of his own choosing present to advise him and represent him during such meeting or interview.
- B. Representatives of the Association and the parent organizations of Unit members shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Application for use of the facilities shall be filed according to Board policy (Activities 1330).
- C. The Association and its representatives may be permitted to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Application for use of facilities shall be filed according to Board policy (Activities 1330).
- D. The Association may be permitted to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for any damage which they cause to the equipment.
- E. The Association may be permitted to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board or from existing stock if such is available. In either event, a purchase order is required.
- F. The Association shall have the right to use the interschool mail facilities and school mailboxes for Association business.

- G. The personal life of a supervisor is not an appropriate concern of the Board except where said personal life prevents the supervisor from properly performing his assigned functions during the work day.

ARTICLE 4
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board of Education Agrees:

1. To pay full cost of tuition, textbook and other materials required for any courses, workshops, seminars, conferences, inservice training sessions or other such sessions, which a supervisor is required and/or requested by the administration to take.
 2.
 - a. To reimburse the full cost of tuition, registration fees, service fees and laboratory fees of an approved graduate course or other alternative permitted under this Article. In order to be eligible for this reimbursement, the course or other alternative must be approved in advance by the Superintendent.
 - b. The foregoing reimbursement arrangement shall not cover courses required for certification purposes unless a change in field of certification is requested by the Superintendent, or the Superintendent, at his discretion, determines that regardless of whether such course is required for certification, the course will be of benefit to the District. Parking fees and fees of a similar nature shall not be reimbursable.
 - c. In order to be eligible for reimbursement, an employee must successfully complete a course.
- B. Supervisors employed as of September, 1987 are expected to participate in two (2) continuing education courses, approved by the Superintendent, every three (3) years. Failure to complete the required number of courses or alternative requirements (as set forth in Paragraph C. of this Article) shall be just cause for denial of supervisor's increment(s).
- C. Any of the following alternatives may be chosen by the supervisor in order to fulfill the requirements of this Article: All graduate courses related to the supervisor's assignment; graduate content (field) courses, provided that the employee can justify such courses to the Superintendent of Schools as being directly related to his teaching or supervisory assignment; any courses which, in the opinion of the Superintendent of Schools would increase the employee's effectiveness as a teacher or supervisor; under-graduate courses which, in the opinion of the Superintendent, would be beneficial to the employee in his job assignment; non-college workshops, lectures or other courses approved by the Superintendent of Schools.

D. 1. Only credits earned while in the employment of the Pennsville Public School System will be approved.

2. This is the stipend schedule:

For post-graduate credits earned:	Per credit per year:
Prior to July 1, 1975	\$ 10.00
On or after July 1, 1975 through June 30, 1980	15.00
On or after July 1, 1980 through June 30, 1987	20.00
On or after July 1, 1987 through June 30, 1988	25.00
On or after July 1, 1988 through June 30, 1990	30.00
On or after July 1, 1990 through June 30, 1991	32.50
On or after July 1, 1991 through June 30, 1992	35.00

E. If such work leads to a column change, the column change will be made and the enabling credits will be discontinued.

F. If credits are earned, and no degree obtained, such credits will continue in effect permanently.

G. Post graduate credits will be submitted for approval for payment on the following dates: October 1 and March 1 of each year. Credits submitted October 1 and approved will be retroactive to the beginning of the school year, and credits submitted and approved March 1 will be retroactive to February 1 of the year submitted.

H. Unit members participating in Board approved in-service courses will receive a stipend of thirty-two dollars fifty cents (\$32.50) per credit per year during the 1990-91 year. After June 30, 1991, the stipend will be thirty-five dollars (\$35.00) per credit per year.

I. The Board of Education will not honor credits for the above reimbursement, which are required for certification to hold or retain a position. In the event the State Department of Education or the Legislature changes the certification requirements for any area, Unit members already employed by the Board of Education will receive the above reimbursement for the courses taken to meet the new certification requirements.

J. 1. Effective July 1, 1997, there shall be a tuition reimbursement plan to cover tuition and registration fees for graduate courses taken by a Unit member provided that the courses taken by the Unit member are:

a) directly related to the assignment of the Unit member at the time the course is taken or,

- b) a course which is approved by the degree-granting institution and is applicable to the Doctorate in education.
2. Reimbursement shall be limited to \$1,425 per year. A year is defined as courses completed between July 1 and the following June 30.
 3. In order to be eligible for reimbursement, prior approval of the graduate course by the Superintendent of Schools is necessary. If prior approval is not granted, payment will not be given.
 4. In order to be eligible for reimbursement an Unit member must receive at least a "B" in an approved graduate course.
 5. All Unit members who have no earned credits toward the next column will be covered by the tuition reimbursement plan and not the credits payment plan under D. above.
 6. At the beginning of the 1997-2000 Agreement, each Unit member who has earned credits toward the next column shall elect in writing to:
 - a) continue being paid under D. above until he/she reaches the next column; or,
 - b) take all future credits until the next column change under the tuition reimbursement plan.

If the Unit member in this circumstance elects to take the tuition reimbursement approach, his/her participation under D. above will cease.

If the Unit member in this circumstance elects to be covered by D. above until the next column change, all future credits until the next column change will be paid at the prevailing plan rate per credit. Once the Unit member reaches the next column, all credits earned after that date will be covered by the tuition reimbursement plan.

7. All new Unit members hired on or after July 1, 1997, shall be covered by tuition reimbursement only.

ARTICLE 5 INSURANCE PROTECTION

- A. The Board of Education shall provide the health care insurance protection designated below.
 1. Health/hospitalization insurance for all eligible unit members and his/her dependents. Effective with the 1994-1995 contract, covered employees shall pay 20% of the next \$5000 medical expenses in any year after meeting their insurance deductible.

- a. The Board will pay 100% of the premium for the PC5 Plan for all eligible unit members. If an eligible unit member chooses to enroll in any other plan offered by the Board, and if that plan cost exceeds the cost of the PC5 plan at the relevant enrollment level, the employee shall pay the difference between the PC5 plan premium and the premium of the plan selected. Employee payment shall be made through regular payroll deductions.
- b. Eligible unit members who are covered by some other health insurance program are encouraged not to sign for double coverage.

2. Prescription Insurance

- a. The Board shall provide a prescription drug insurance plan, without contraceptives. The employee co-pay shall be \$0 mail order; \$10 generic; and \$20 brand name.
 - b. In 2003-2004 and 2004-2005, the Board shall assume the actual cost of premiums for the prescription plan.
 - c. Effective July 1, 2005, the enrolled employee shall contribute \$444 toward coverage in 2005-2006. For 2005 -2006, the Board shall assume the balance of the premium for the prescription plan. The actual contribution to the premium paid by the Board at each enrollment level for 2005-2006 shall become the maximum Board contribution at each enrollment level for future years, unless and until changed by the parties in writing.
3. The Board will provide full family dental insurance coverage with a limit not to exceed \$500 per member. The dental plan shall include a \$25 annual deductible per individual and a \$75 annual deductible per family.
4. The parties agree that otherwise-eligible employees may voluntarily waive their entitlement to any or all insurances under Article 11, A. 1., A. 2. and A. 3. Those employees who do so shall receive 30% of the premium required to be paid by the Board each year.

Re-enrollment shall occur on a July 1st or be consistent with the requirements of COBRA.

The above provisions shall expire on June 30, 2006, unless continued by the parties in writing before that date. In addition, with reasonable notice in writing from the Board, the above provisions will expire if there is evidence that premium rates have increased because of the waiver incentive system or if the carrier(s) do not permit such an incentive system.

5. The parties will implement a Section 125 account program which will include a contribution by the Board of \$132 per person, with the option of employees to contribute more money to their own account. The foregoing is contingent on the

parties agreeing on all the particulars, including proof that the plan is legal and that the plan imposes no additional costs on the Board. Effective at the close of business on June 30, 2004, the Board contribution of \$132 will cease.

ARTICLE 6
SUPERVISOR EVALUATION

- A. 1. All monitoring or observation of the work performance of a supervisor shall be conducted openly and with full knowledge of the supervisor. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
- 2. A supervisor shall be given a copy of any class visit or evaluation report prepared by his evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the supervisor's file, or otherwise acted upon without prior conference with the supervisor. No supervisor shall be required to sign a blank or incomplete evaluation form.
- B. 1. A supervisor shall have the right, upon request, to review the contents of his personnel file and to receive copies contained therein. At least once every three (3) years, a supervisor shall have the rights to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain, they shall be destroyed.
- 2. No material derogatory to a supervisor's conduct, service, character or personality shall be placed in his personnel file unless the supervisor has had an opportunity to review such material. The supervisor shall acknowledge that he had 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. The supervisor shall also have the right to submit a written answer upon said document and his answer shall be reviewed by the Superintendent or his designee.
- 3. Although the Board agrees to protect the confidence of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the supervisor's inspection.
- 4. A supervisor shall be permitted to reproduce on the premises any information in his personnel file. The Superintendent of Schools or his designee shall supervise copying of information from personal files and the employee making such copies shall reimburse the Board in full for the cost of such copies at a per-copy price set by the Board. Employees may not have access to nor copy pre-employment references or related correspondence, placement bureau references, or other pre-employment information.
- 5. Administrators shall be encouraged to place in a supervisor's file information of a positive nature indicating special competencies, achievements, performances, or

contributions of an academic, professional, or civic nature. Any such material or commendations received from outside, responsible and competent sources shall also be included in the supervisor's file.

- C. Any complaints regarding a supervisor made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a supervisor shall be promptly investigated and called to the attention of the supervisor. The supervisor shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.
- D. Supervisors' job performance shall be developed and presented by immediate supervising principal(s) in accordance with the following procedure:
 - 1. The overall process used to evaluate department supervisors' job performance shall be management by objective (MBO's).
 - 2. By April 15 of any academic year all department supervisors shall submit a list of MBO's to their principal(s) reflecting goals for the next academic year. These goals shall be mutually agreed upon by both parties.
 - 3. The format for MBO's shall be as follows:
 - a. An objective written in behavioral terms.
 - b. An outcome statement for each objective.
 - c. An achievement time line for each objective.
 - d. A list of potential barriers to objective achievement.
 - 4. By December 31 of any academic year all department supervisors shall be observed in a classroom setting at least one time by his/her immediate supervising principal.
 - 5. By January 31 of any academic year all department supervisors shall submit an interim report on the achievement of their MBO's to their immediate supervising principal.
 - 6. By March 31 of any academic year all department supervisors shall meet with their immediate supervising principal to discuss their annual performance report. This report should include but not be limited to:
 - a. Strength of supervisor as evidenced during the period since the previous academic year.
 - b. Weakness of the supervisor as evidenced during the period since the previous academic year.

- c. Specific suggestions as to measures which the supervisor might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
 - d. Statement(s) regarding the overall achievement of the previous year's MBO's.
- E. 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.

ARTICLE 7
WORK HOURS AND RESPONSIBILITIES

- A. As professionals, supervisors are expected to devote to their assignments the time necessary to meet their responsibilities. Such responsibilities are more fully set forth in a job description, which is incorporated into this Contract by reference. Such duties include, but are not limited to all after school meetings and conferences which are determined to be necessary either by the Superintendent or appropriate building principal.
- B. It shall be the responsibility of each supervisor to carry out administrative directions regarding Board policies and administrative regulations. Should any employee believe that such directive, policy or regulation is in conflict with the express terms of this Agreement, the employee has recourse to the grievance procedure outlined in Article 2 hereof. During the pendency of such grievance, however, the employee shall continue to observe all assignments, policies, rules and regulations of the Board.

ARTICLE 8
SALARIES

- A. The salaries of supervisors covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part thereof.
- B.
- 1. Supervisors employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 - 2. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their checks on the last previous working day except for the pay due on December 30 each year.
 - 3. Supervisors shall receive their final checks on June 30.

- C. Upon written request from an employee, the Board of Education will deduct and pay to the Salem County Employees Federal Credit Union such amounts as determined by the employee.
- D. Deductions will be made upon written request of the employee to any Board-approved tax shelter.

ARTICLE 9
CONDITIONS APPLICABLE TO ALL SUPERVISORS

- A. Any individual teaching summer school, adult school, or home instruction will be compensated at the rate of \$25.65.
- B.
 - 1. Each supervisor shall be granted four (4) personal business days per year and shall not be required to state a specific reason for requesting same. Personal business leave will not be granted for a work day immediately preceding or following a holiday or vacation period, except with the express approval of the Superintendent of Schools. Personal business leave may be granted after May 1 only upon written request to the Superintendent of Schools, stating the reason for the request.
 - 2. Request for personal business leave must be submitted seventy-two (72) hours before personal business leave is to be effective. The Superintendent may approve emergency requests as they arise. Any unused personal business leave shall be added to the accumulated sick leave bank for retirement purposes under J. below.

C. **BEREAVEMENT LEAVE**

All employees covered by this agreement, in the event of death in the immediate family, shall be granted allowance with pay on scheduled work days to attend the death bed or funeral as hereinafter stated:

- 1. An allowance up to five (5) work days shall be granted in case of any of the following, with additional days granted at the discretion of the Superintendent.
 - a. Employees' parents, spouse, children, son-in-law, daughter-in-law, and other persons residing as a member of the employee's household.
 - b. Brothers and sisters of the teacher and the parents of the employee's spouse.
 - c. Legally adopted members of the family and step-relationships as outlined in a. and b.
- 2. An allowance up to three (3) work days shall be granted in case of any of the following:

- a. Grandchildren of the employee
 - 3. An allowance of one (1) work day shall be granted to attend the funeral of any of the following:
 - a. Uncles, aunts, and grandparents of the employee.
 - b. Brothers-in-law and sisters-in-law of the employee.
 - 4. With the approval of the Superintendent, an additional work day for travel shall be granted to attend the funeral of any of the above persons in 2. a. and 3. a. and b. when such funeral is at a place in excess of 300 miles from Pennsville Township.
- D. In the event that the Board must close all schools and related facilities because of (a) a withdrawal of services by an employee group or groups or (b) an emergency or disaster other than one resulting from inclement weather or mechanical failure necessitating the closing of a building, any resulting extension of the school year by the Board, in order to meet State requirements for a minimum school year, shall not constitute grounds for a claim for additional salary in excess of any employee's contracted annual salary to be paid for such extended school year.
- E. The Board of Education shall determine the actual days for opening and closing the school year, as well as the scheduling of in-service, orientation, instructional, and closing days. Supervisors shall work on "snow days" unless otherwise directed by the Superintendent.
- F. Ten month supervisors requested to work and/or attend training sessions shall be paid 1/200th of their annual salary for each day worked, if such days are not part of the regular work year.
- G. Supervisors who may be required to use their own cars in the performance of their duties shall be reimbursed for all such travel at the same rate as paid by the State of New Jersey for State employees for all driving done between arrivals at the first location at the beginning of their work day, and their last location at the end of their work day upon presentation to the Board of Education of a detailed voucher.
- H. Supervisors shall be entitled to the following temporary non-accumulative absences without suffering loss in pay, sick leave, or personal business days:
- 1. Time necessary for mediation or fact-finding hearings if held during the school day.
 - 2. Time necessary for appearances in any legal proceedings connected with supervisors employment or with the school system. Excluded from this provision are matters where the Board is a defendant in a suit filed by the employee.

- I. As of the effective date of this contract, all supervisors employed shall be entitled to thirteen (13) sick leave days per year, which shall be accumulated from year to year with no maximum limit.
- J. Any supervisor who has been employed by the Pennsville Board of Education for ten (10) or more years shall be eligible for a special retirement allowance.
 - 1. Notice of retirement, in writing, must be submitted to the Board of Education by April 1 of the school year in which the supervisor intends to retire. Failure to notify the Board by April 1 of the school year in which the supervisor intends to retire shall be deemed to be a waiver of the special retirement allowance, except in cases of emergency, which the Board may consider on an individual basis.
 - 2. A Unit member on staff prior to July 1, 1997, shall receive one (1) day's salary for each four (4) days of accumulated sick and/or personal business leave earned prior to July 1, 1997 and shall receive one (1) day's salary for each five (5) days of accumulated sick and/or personal business leave earned on or after July 1, 1997 and which days exist on the final day of employment, up to the following maximums:

For Unit members on staff prior to July 1, 1997 (all service calculated as of the close of business June 30, 1997):

20 years or more of service to the District	\$30,000
12 years or more of service to the District	\$25,000
8 years or more of service to the District	\$20,000
On staff prior to July 1, 1997, but less than 8 years of service	\$15,000

For Unit members hired on or after July 1, 1997: \$80 per day for each accumulated sick leave day up to 150 days.

- 3. The daily salary shall be computed as 1/200 of the final salary of the supervisor retiring. The final salary shall include the following: retiree's base salary, 15/200 of the base salary, supervisor's total stipend, payment for extra credits and longevity pay.
- 4. The retirement allowance shall be paid in one (1) of the following plans if the supervisor has provided Notice of Retirement prior to December 15 of the school year in which the supervisor intends to retire.
- 5. Plans

- a. Plan I
Lump sum on July 15 of the next budget year following retirement.
 - b. Plan II
 - 1) One-half (1/2) of retirement allowance on July 15 of the next budget year following retirement.
 - 2) One-half (1/2) of retirement allowance on January 15 of the next calendar year following retirement.
 - c. Plan III
 - 1) One third (1/3) of retirement allowance on July 15 of the next budget year following retirement.
 - 2) One third (1/3) of retirement allowance on January 15 of the next calendar year following retirement.
 - 3) One third (1/3) of retirement allowance on January 15 of the second calendar year following retirement.
 - d. Plan IV
 - 1) One half (1/2) of retirement allowance on January 15 of the year following retirement.
 - 2) One half (1/2) of retirement allowance on the January 15 of second year following retirement.
6. If notice of retirement is tendered on or after December 15 but prior to the February 1 preceding the school year in which the supervisor intends to retire, the retirement allowance shall be paid under the terms of 5. b., 5. c. or 5. d. above at the supervisor's option.
7. If notice of retirement is tendered on or after December 15, but prior to April 1 of the school year in which the supervisor intends to retire, the retirement allowance shall be paid in one (1) lump sum on July 15 of the second fiscal year following the supervisor's retirement.
8. The supervisor will make the decision, in writing, as to which plan of retirement is desired at least one (1) month prior to the last working day before retirement.
9. The retirement allowance shall not be considered part of the supervisor's regular salary for pension computation purposes.

- 10. If the supervisor dies before full payment is made, the balance of the retirement allowance shall be paid to his/her estate.
- 11. If the supervisor dies while actively employed, the entire retirement benefit shall be paid to his/her estate.
- K. Any tenured supervisor who is terminated because of reduction in the work force shall be compensated for unused sick days and personal business days according to the same formula as the special retirement allowance.
- L. If a certified unit member is requested by the Superintendent to substitute for an administrator, additional compensation shall be paid.
- M. Any supervisor required to work in excess of the regular work day and/or in excess of the regular work week shall be granted compensatory time off equal to the extra hours or days worked.
- N. The Superintendent of Schools shall consult with the Unit as to development of a school calendar and work schedule for recommendation to the Board of Education. The Superintendent of Schools shall also consult with other individuals and organizations within the school district and, as he/she sees fit, individuals and organizations other than those within the school district.

ARTICLE 10
CONDITIONS APPLICABLE TO 12 MONTH SUPERVISORS

A. VACATION

Annual vacations for 12 month supervisors, based on length of service in the Pennsville School District, shall be taken within the contract period at the discretion of the Superintendent of Schools.

- 1. The vacation schedule for all 12 month supervisors will be:

<u>YEARS OF SERVICE</u>	<u>ANNUAL VACATION</u>
From 6 months to 10 years	3 weeks
After 10th year to 20th year	4 weeks
After 20th year to 30th year	5 weeks
After 30th year	6 weeks

- a. After the initial six months of an administrator's employment, all vacations for that employee will be calculated as if his/her/er employment began as of July 1 of the school year in which he/she was initially employed.

2. A 12 month supervisor may bank a maximum of five (5) weeks (25 days) of accrued vacation time and may use it before and after regular vacation time, when mutually agreed upon between the Superintendent and the member. After the 20th year of District service, a 12 month supervisor may bank up to 30 days of vacation.
3. Whenever a legal holiday falls within the scheduled vacation period of a member, the member will receive one extra day of vacation.
4. Earned annual vacation may be taken during a time other than provided for in A. 1. above, when mutually agreed upon between the Superintendent and the Unit member.
5. A 12 month supervisor who retires, may bank all accrued vacation into the year that the Unit member will retire. Further, the Unit member shall be entitled to use said accrued and banked vacation time prior to the date of retirement.
6. Separation From Service
 - a. A 12 month supervisor who dies before his/her contract period is completed shall receive full recognition of his/her vacation rights in the form of a vacation allowance to be given as a cash payment to his/her estate.
 - b. A 12 month supervisor who resigns or retires during the contract year shall receive full recognition of his/her vacation rights.

B. WORK YEAR AND SCHOOL CALENDAR

1. A 12 month supervisor employed under this Agreement shall have a work year of 240 days per year.
2. The work year for all 12 month supervisors will be lessened only by legal holidays, contracted vacation time sick time or personal business days.
3. 12 month supervisors shall work two (2) days during the Christmas recess and two (2) days during the NJEA Convention. A 12 month supervisor may use vacation time for any of these days with the written approval of the Superintendent. In addition, a 12 month supervisor may satisfy the NJEA Convention work requirement by attendance at that Convention or the PSA Convention.
4. 12 month supervisor shall be entitled to the following holidays: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Birthday, Presidents' Birthday (two days), Good Friday, Easter Monday and Memorial Day.

ARTICLE 11
WORK YEAR OF 10 MONTH SUPERVISORS

Effective July 1, 1994, the work year for ten month supervisors shall consist of 200 days. The additional four (4) days shall be worked on a schedule approved by the Superintendent. The work year for ten month supervisors shall commence six (6) business days before the teachers report for work and the work year for ten month supervisors shall terminate five (5) business days after the teacher year ends. These dates, however, may be rescheduled with the consent of the employee and the Superintendent.

ARTICLE 12
MISCELLANEOUS PROVISIONS

A. 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 provisions or applications shall continue in full force and effect.

B. No employee shall be disciplined or reprimanded without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract when the employee's performance and/or attendance negatively affect his/her ability to perform his/her assigned tasks. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, and mid-contract discharges consistent with individual contracts, but shall not include the non-renewal of a non-tenured employee for performance-related reasons, the withholding of increments of employees for predominantly evaluative reasons and the certification of tenure charges against employees.

All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall be determined on a case-by-case basis and shall take into account the nature of the offense, the length of service and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall be applied in a non-discriminatory fashion.

C. Whenever any civil action has been or shall be brought against any member of the Association for any act or omission arising out of or in the course of performance of the duties of the member's employment, the Board shall defray all costs of defending such action and shall save harmless and protect such person from any financial loss resulting therefrom as required by statute.

ARTICLE 13

DURATION OF AGREEMENT

- A. The contract term shall be for the school years, July 1, 2003 - June 30, 2006.
- B. This Agreement shall be copied and distributed. The cost shall be borne equally by both parties.
- C. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective representatives.

PENNSVILLE SUPERVISORS ASSOCIATION

PENNSVILLE BOARD OF EDUCATION

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

SCHEDULE "A"

A. Base Salary of 10 Month Supervisor

1. Persons who are employed as 10 month supervisors as of July 1, 2003, shall be paid a salary to be calculated as follows:
2. Effective July 1, 1994, the base salary shall be increased by 15/200 to compensate for a 200 day work year.

These are the base salaries and calculations under 2. above:

<u>SUPERVISOR</u>	<u>2003-2004</u>		<u>2004-2005</u>		<u>2005-2006</u>	
	<u>BASE SALARY</u>	<u>15/200ths</u>	<u>BASE SALARY</u>	<u>15/200ths</u>	<u>BASE SALARY</u>	<u>15/200ths</u>
Miller	\$78,364	\$5,877	\$81,694	\$6,127	\$85,166	\$6,387

3. There shall be a stipend in addition to base salary for each supervisor. This amount shall be \$5,300.
4. Effective July 1, 2003, the supervisor responsible for the Academies shall receive an additional stipend of \$1,568. Effective July 1, 2004, this stipend shall be \$1,634. Effective July 1, 2005, this stipend shall be \$1,704.

B. Base Salary of 12 Month Supervisor

Elizabeth Pappas:

2003-2004 -	\$80,911
2004-2005 -	\$84,350
2005-2006 -	\$87,935

C. All Supervisors

1. Effective September 1, 1997, if a supervisor is assigned responsibility for one of the following areas, he/she shall be paid an annual stipend of \$1,500: Technology, Business Department, Industrial Arts.

2. On the July 1st following the completion of the appropriate number of credited years of teaching and/or supervisor service, the following longevity amounts will be added to base salary. These payments are not cumulative (for example, a supervisor with 20 years of service prior to July 1, 2003 will receive a total of \$1,350 in longevity, not \$2,450).

15 years	--	\$1,100
20 years	--	\$1,350
25 years	--	\$1,600
30 years	--	\$1,850
35 years	--	\$2,100

3. The column differentials for supervisors are as follows:
MA+30 - \$1,000
MA+60 - \$2,000
DR. - \$3,000