

**AGREEMENT**

**BETWEEN THE**

**PITTSGROVE TOWNSHIP  
SUPERVISOR'S ASSOCIATION**

**AND THE**

**PITTSGROVE TOWNSHIP  
BOARD OF EDUCATION**

**JULY 1, 2004 – JUNE 30, 2007**

**ARTICLE I**  
**MEMBERSHIP**

1. In accordance with NJSA 34:13-A et seq., the Board recognizes the Pittsgrove Township Supervisor's Association, hereinafter known as "the Association", as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all Department Supervisors employed by the Pittsgrove Township Board of Education, hereinafter known as "the Board". All other Board employees are excluded.
2. For purposes of clarity, the term "Supervisor" when used in this contract shall refer to all supervisors defined in paragraph 1 of this Article. Reference to one gender shall include the other gender unless expressly stated.

**ARTICLE II**  
**NEGOTIATIONS PROCEDURES**

1. The parties agree to enter into collective negotiations over a successor agreement in accordance with NJSA 34:13A et seq., in a good faith effort to reach agreement on all mandatory matters concerning the terms and conditions of employment of the Supervisory personnel. Negotiations shall begin in a timely fashion in order to reach agreement prior to the expiration of this agreement.
2. Modifications – Understanding of Parties
  - a. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of the 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 or contemplation of either or both parties at the times they negotiated or executed this Agreement.
  - b. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
3. This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007, subject to Association's right to negotiate over a successor agreement, as provided herein

(1)

**ARTICLE III**  
**SUPERVISOR'S RIGHT**

1. No supervisors shall be disciplined without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.
2. Whenever any Association member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect continuation of that association member in his office, position or employment, or the salary or any increments pertaining thereto, he shall be entitled to have a representative present to advise and represent him during such meeting or interview.
3. Any complaints or criticism regarding a supervisor made to any member of the Administration by any parent, student, or other person which are or may be used in any manner in evaluating a Supervisor shall be called to the attention of the Supervisor within a reasonable length of time.

**ARTICLE IV**  
**ASSOCIATION RIGHT**

1. Whenever by mutual agreement between the Association and the Board or its representatives, any representative of the Association or any member is scheduled to participate in formal negotiation procedures pursuant to Chapter 123, P1974, he shall suffer no loss of pay. Negotiations shall, whenever possible, be scheduled at times other than regular school hours.
2. The Board agrees to furnish to the Association, through its representative, any public information that is requested, in accordance with Board Policy.
3. The Association shall have the right to use the school facilities for meetings, provided the facility is not already scheduled for use.

4. The Association shall have the right to use school facilities and equipment, including word processing machines, duplication equipment, calculation machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use.

(2)

5. Whenever any representative of the Association participates during working hours in negotiations or grievance procedures, he shall suffer no loss in pay nor shall he be required to use personal business days provided the Board of Education or its designated representatives and the Association mutually agree to the meeting and the number of Supervisors acting as representatives.

6. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Supervisors.

**ARTICLE V**  
**GRIEVANCE PROCEDURES**

1. Definition

a. A Grievance shall mean a complaint by a member of the Association that there has been 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 the member.

b. 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.

2. Rights of Members to Representation

a. Conditions

(1) 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. Failure to advance a grievance within the specified time shall terminate the grievance. In an emergency situation, such as illness, vacation, or death in the family, this time may be extended by mutual agreement between the parties involved.

(2) 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.

(3) 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.

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b. (Level one) A supervisor who has a grievance shall discuss first with his principal in an attempt to resolve the matter informally. A decision shall be given to the grievant within five (5) school days.

c. (Level two) The employee grievant, no later than five (5) school days after receipt of the informal decision of his principal, may appeal the decision formally to the Superintendent. The appeal to the Superintendent must be made in writing specifying: (1) the nature of the grievance; (2) the nature and extent of the injury, loss, or inconvenience; (3) the result of previous formal discussions; (4) the dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) days from the receipt of the appeal. The Superintendent shall communicate a decision in writing to the employee grievant, and to the principal.

d. (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 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 within twenty (20) calendar days of the date of the hearing. The referred to hearing shall be held within fifteen (15) days after receipt of the appeal notice.

**ARTICLE VI**  
**EVALUATIONS**

All supervisors will be evaluated by the agreed upon evaluation instrument.  
All changes will be cooperatively developed.

1. Supervisors will be evaluated as supervisors once a year, non-tenured classroom supervisors will be evaluated three times a year, as required by law.
2. Evaluation criteria for supervisory duties will include: educational leadership, communication, management, and professional growth and improvement.

3. Supervisors will complete a self-evaluation form preceding the evaluation.
4. The evaluating administrator will complete a written evaluation which will be narrative in nature.
5. Supervisors may attach a written response to any of the evaluations if needed for clarity.
6. Final written reports will be forwarded to the Superintendent by May 15<sup>th</sup> of each year.

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**ARTICLE VIII**  
**SHORT-TERM ABSENCES**

**1. SICK LEAVE**

a. All members of the Association shall be allowed personal sick leave with pay for one (1) day per month for each month of the annual contract period. The total allowable sick leave shall be available, if needed, on the first day of the contract year.

b. Association members may accumulate up to twelve (12) days of unused sick leave each year.

c. In case of illness in the immediate family of a member, and upon request of the member to the Superintendent of Schools, sick leave may be granted to the member.

**2. BEREAVEMENT LEAVE**

Death in the immediate family entitles a supervisor up to a maximum of four (4) school days leave of absence per death without loss of pay. "Immediate family" shall mean supervisor's spouse, child, brother, sister, parent or surrogate parent, parent-in-law, grandparent and former legal guardian. Any other bereavement day (s) may be granted at the discretion of the Superintendent of Schools.

**3. PERSONAL BUSINESS**

Upon request to the Superintendent of Schools, and with approval Supervisors will be granted time off for personal business. Supervisors will be granted three (3) days per year for ten month and twelve month employees. Supervisors shall be paid ninety-eight (\$98.00), for the 2004-2005 school year, one hundred (\$100.00) for the 2005-2006 school year, and one hundred two (\$102.00) for the 2006-2007 school year. Can elect to have these three (3) days converted to accumulated sick leave. Payment will be made in June.

**4. RETIREMENT BONUS**

Any supervisor who has been employed by the Pittsgrove Township Board of Education for ten

(10) or more years shall be eligible for a special retirement allowance.

a. Notice of retirement, in writing, must be submitted 15 months prior to the year in which the supervisor intends to retire. Failure to notify the Board shall be deemed a waiver of the special retirement allowance, except in cases of emergency, which the Board shall consider on an individual basis. The supervisor shall select a plan for payment of the special retirement allowance in accordance with the provisions of paragraph (4) and (5) of this section.

**(5)**

b. The supervisor shall receive two (2) day's salary for each five (5) days, or major part thereof, of accumulated, unused sick leave existing on the final day of employment by the Pittsgrove Township Board of Education.

c. The daily salary shall be computed for ten-month supervisors as one/two hundredth (1/200) and for twelve-month supervisors one-hundredth fortieth (1/240) of the highest salary earned by the supervisor during employment by the Pittsgrove Township Board of Education.

d. The retirement allowance shall be paid in one (1) of the following plans, provided that the supervisor has selected such plan and provided further that the supervisor notifies in writing of his choice 15 months prior to the end of the school year in which the supervisor intends to retire:

(1) Plan One – Lump sum on July 15<sup>th</sup> of the next budget year following retirement.

(2) Plan Two – One-half (1/2) of the retirement allowance as in Plan One and one-half (1/2) on January 15<sup>th</sup> of the next calendar year following retirement.

(3) Plan Three – One-third (1/3) on July 15<sup>th</sup> of the next budget year following retirement, one-third (1/3) on January 15<sup>th</sup> of the next calendar year after retirement, and one-third (1/3) of the retirement allowance on January 15<sup>th</sup> of the second calendar year following retirement.

e. The retirement allowance shall not be considered part of the supervisor's salary for pension computation purposes.

f. If the supervisor dies before full payment is made, the balance of the retirement allowance shall be paid to his/her estate.

**ARTICLE IX**  
**VACATIONS**

1. Annual vacations for Supervisors, based on length of service as a supervisor in Pittsgrove Township School District shall be taken within the contract period at the discretion of the Superintendent of Schools.

2. The vacation schedule for ten-month Supervisors will be in accordance with the district calendar for teachers. The vacation schedule for all twelve month Supervisors will be:

| <u>Years of Service</u>                             | <u>Annual Vacation</u> |
|---|------------------------|
| From 6 months to 10 years                           | 3 weeks                |
| From 10 <sup>th</sup> year to 25 <sup>th</sup> year | 4 weeks                |
| After 25 <sup>th</sup> year                         | 5 weeks                |

(6)

3. After the initial six months of a twelve month supervisor's employment, all vacations for that employee will be calculated as if the employment began as of July first of the school year in which he was initially employed.

4. A twelve month association member may bank a maximum of six (6) weeks (30 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.

## **ARTICLE X**

### **PROFESSIONAL DEVELOPMENT**

1. To encourage professional development, supervisors may take up to two graduate courses at the Rutgers's graduate rate for each individual.

2. Each supervisor may attend a regional and/or national conference approved by the Superintendent of Schools for which a maximum fund of \$5000.00 will be designated. Such requests shall retain total discretion reviewing such requests and in approving or disapproving such requests. Included in the Board's payment will be housing, transportation, food and registration fee. All expenses submitted must be accompanied by receipts.

3. Supervisors will receive membership in the NJSPA and ASCD or equivalent organization with the fee paid directly by the Board of Education.

## **ARTICLE XI**

### **WORK YEAR AND SCHOOL CALENDAR**

1. For the purposes of determining per diem rate, any person employed as a Level A, 12-month supervisor under this Agreement shall have a work year of two hundred forty (240) days per year.

Hours shall include forty-two and one-half (42 ½) hours per week while school is open and thirty-eight and one-half (38 ½) hours per week while school is closed. The actual work schedule to be established and mutually agreed upon between the building principal and the supervisor.

Any person employed as a ten (10) month supervisor Level C, shall have to work one hundred eighty-four (184) days from September 1 to June 30 in accordance with the calendar adopted by the Board of Education plus five (eight hour) days before/after school closing, dates to be mutually agreed upon (189) days.

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In addition, ten-month supervisors will work five (5) days (8 hours per day) during the summer for total work year of one hundred ninety-four (194) days. The dates will be determined by the Superintendent in consultation with the supervisor by January 15<sup>th</sup> of each school year. All ten month employees will receive 20 equal pays on the 15<sup>th</sup> and last working day of August. The work year for Supervisors will be lessened only by contracted vacation time, sick time or personal business days.

Level C supervisors shall work forty (40) hours per week, for a five day worry week.

**LATENESS**

1. Supervisors who arrive after the designated starting time or leave prior to the scheduled teacher departure time without the approval of the building principal, shall lose pay at a rate of fifteen dollars (\$15.00) per each quarter hour. Lateness after the fourth time per school year will not be excused.

2. Twelve-month supervisors will have sixteen (16) paid holidays per year. The holidays shall include:

Independence Day  
Thanksgiving Day and  
the Friday after  
New Year's Day  
Memorial Day

Labor Day  
Christmas (plus one day  
between Christmas and New Year  
Good Friday

3. Supervisors will have available additional days to work which can either be during the school year and/or summer based on the needs of the department, school or school district.

4. Supervisors may not request personal days directly before or after a holiday or the NJEA

Convention without prior approval of the Superintendent of Schools.

5. This additional work for Level C is with the approval of the Superintendent of Schools and mutual agreement on times and activities. Compensation will be at the base salary per day of the supervisor. Supervisor salaries now contain a minimum of two weeks guaranteed salary for summer work. One week is already built into supervisors' annual salary. Supervisors will have the option of adding salary for days worked during the summer into the following year's salary, up to a maximum of 40 days. This additional salary will become pensionable salary. This option must be exercised in writing to payroll by April 1<sup>st</sup> (or May 1<sup>st</sup>) of the preceding year. If it is not in by that date, it will be paid out as extra comp via signed voucher.

6. Supervisors will be permitted to time two (2) "in house" professional days per year for supervision, re-evaluations, A.P.R./P.I.P.'s, meetings with the Superintendent of Schools, budget, etc. with approval of the Superintendent of Schools, for the duration of the contract.

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7. Supervisors will be available for a maximum of fifteen (15) evening administrative assignments during the school year for the benefit of the student, parents, and community.

8. Supervisors will be available for 1 ½ hour by weekly meetings with the Superintendent or the Assistant Superintendent of Instruction with one weeks notice.

**ARTICLE XII**  
**INSURANCE BENEFITS**

1. The Board shall provide medical, surgical, out-patient, and Major Medical protection. The Board shall pay the full premium for each supervisor and his/her dependents where applicable. If such individual supervisor so elects to take advantage of said health plan.

2. For each supervisor who remains in employ of the Board for the full school year, the Board shall make payment of the insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1 and ending June 30.

3. The Board of Education shall provide a dental insurance program including full-family coverage where appropriate. The dental insurance shall be the plan presently in effect for the school district or its equivalent.

4. Reimbursement

a. \$1200.00 reimbursement can be used for Term Life Insurance, Disability Insurance, Catastrophic Illness Plan, Prescription Plan, vision Plan or Annuity Fund. The supervisor will be responsible for notifying the Business Office by June 1<sup>st</sup> of the year prior if the unused \$'s are to be applied to any of these plans. The Association president will notify the board office of how these funds are to be dispersed by June 30<sup>th</sup> of each year.

b. Prior to requesting reimbursement, the supervisor must submit the billing of any insurance carrier which provides or may provide coverage for such service. This included not only insurance coverage provided by the Board, but insurance coverage provided privately or by some other employer.

c. The Board shall not be required to consider any item for reimbursement until the supervisor has presented a receipt bill or other proof of payment of such cost and evidence that the supervisor has sought insurance coverage for such cost (if it is greater than the minimum deductible) and coverage has been denied.

d. Proof of payment and evidence that a claim is not covered by other insurance shall be presented to the Secretary of the Board of Education, along with a voucher requesting reimbursement, not later than June 30 or September 30 of each year. The Board shall pay the reimbursement to which the supervisor is entitle not later than July 31 or October 30 immediately following the June or September filing deadline.

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e. In order to be eligible for the reimbursement provided in this paragraph, the proof of payment and evidence of no coverage by other insurance must be presented by September 30 for any service rendered prior to the immediately preceding June 30. Any claim not presented by September 30 shall be waived and the employee shall thereafter have no further claim to reimbursement under this paragraph.

**ARTICLE XIII**  
**BENEFITS**

Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any term or condition of employment existing in the year prior to its effective date and shall be enforced and effective and remain so applicable during the term of this Agreement.

**ARTICLE XIV**  
**CONTINUING BENEFITS**

1. The Board agrees to deduct from supervisor's salaries money for Washington National Income Protection Insurance as said supervisors individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such insurance company. Discontinuance of such deductions shall be as provided by law.

2. Supervisors will be permitted to authorize payroll deductions for contributions to a tax sheltered annuity plan(s) and the credit union. The tax sheltered annuity plan(s) must be approved by the Board. The authorization for a payroll deduction either in a tax sheltered annuity plan or the credit union must be submitted to the Board Secretary on or before the last

workday of the month a specified below. Supervisors may modify payroll deductions between September 15 to 30 and January 15 to 31.

3. Each supervisor may individually elect to have ten (10%) percent of his/her monthly salary deducted from his/her pay. These funds shall be paid to the supervisor or his/her estate on the final day in June. Upon death of the employee or termination of employment, money so deducted will be paid on the final pay installment of the employee.
4. Payments to credit unions and annuity plans will be mailed within three (3) business days of the payroll date.
5. Supervisors salaries will be direct deposited.

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**ARTICLE XV**  
**MISCELLANEOUS PROVISIONS**

1. Teaching Load

a. The teaching load for supervisors will remain at a maximum of three (3) instructional classes per day, fifteen (15) class periods per week. This may be reduced with the approval of the Superintendent of Schools, if the work load/responsibilities of an individual increases and warrants reduction. Supervisors will receive \$35.00 per period for each teaching period over three per day for the 2004-2005, \$40.00 per period for 2005-2006 and \$45.00 per period for 2006-2007 contracts.

b. Supervisors will provide a maximum of five (5) coverages per school year without compensation. After five (5) coverages supervisors will be compensated at \$21.00 for the 2004-2005 contract; \$21.75 for the 2005-2006 contract; \$22.50 for the 2006-2007 contract.

c. All supervisor periods can be utilized by the administration for any department, school, or curriculum and supervisory purpose.

2. Supervisors shall receive from the Superintendent of Schools any contractual agreement which impacts on either their benefits or responsibilities.

3. Sufficient copies of this Agreement shall be provided as soon as practical after the Agreement

has been signed. The cost of printing in the least expensive manner possible shall be shared equally by the Board of Education.

4. Supervisors will develop and conduct programs for new teacher(s) in-service as needed. Other faculty in-services will be conducted and developed as needed. These in-services will be conducted as needed. These in-services will be compensated at the current in-service rate. Supervisors will notify the Business Office of the need for payment.

5. 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.

6. All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the rate of the current IRS reimbursement rate and submitted as needed.

7. In the event that a supervisor must work in the evening in performance of his/her duties and does not return home, he/she will be reimbursed in the amount of \$15.00 for the evening meal.

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8. Any individual contract between the Board and an individual supervisor hereafter executed shall be subject to and consistent with this Agreement.

9. A supervisor may not hold any co-curricular position. They may serve as a volunteer.

10. Supervisors will continue to receive secretarial assistance for typing of materials generated within the scope of their supervisory responsibilities.

11. Supervisors will be required to present in person to the Board an update of plans for the department annually.

12. Supervisors will assume direct responsibility for public relation announcements and media coverage for their supervisory area of responsibility.

13. Teachers will be assigned home tutoring before any supervisor is appointed except when it is their own student. Tutoring will be compensated at \$29.00 per hour for 2004-2005; \$30.00 for 2005-2006; \$31.00 for 2006-2007.

14. Supervisors may act as game workers/managers for compensation if no appropriate personnel is available.

15. Supervisors will be consulted and have input 90 days in advance of any changes in their position/title.



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J. Michael McGowan                      Date  
Representative of Pittsgrove  
Twp. Supervisors Association

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Henry Bermann                              Date  
Pittsgrove Twp. Board of Education