

**CONTRACT AGREEMENT**  
**BETWEEN**  
**SPOTSWOOD BOARD OF EDUCATION**  
**AND**  
**SPOTSWOOD SUPERVISORS ASSOCIATION**

**JULY 1, 2006, THROUGH JUNE 30, 2009**

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ARTICLE I  
RECOGNITION

In accordance with N.J.S.A. 34:13A-1 et seq., the Board hereby recognizes the Association as the exclusive representative for collective negotiation for supervisory personnel in the school district employed within the following titles:

1. Supervisors

ARTICLE 2  
NEGOTIATION PROCEDURE

A. MEETINGS

Proposals instituted by the Association for negotiations will be submitted in writing to the Superintendent of Schools, or his/her designee, no later than the date set under the PERC law for the commencement of negotiations.

B. AGREEMENT

When the Board and the Association reach agreement, it will be reduced in writing by the Association and signed by the parties after ratification.

C. MEDIATION

Every effort will be made to have mediation and fact finding conducted after normal school hours. However, if it is necessary that such meetings take place during normal school hours requiring the release of Association officers or committee members, or negotiators, the Board will release three (3) persons designated by the Association, such designees to suffer no loss in pay.

ARTICLE 3  
WORK YEAR

- A. Supervisors shall be employed on a twelve (12) month basis. They shall work the teacher calendar and be available for work during the major holidays. In the event that the supervisors are required to work more than two (2) days during teachers' holidays or major holidays, they will be credited one vacation compensation day for every discretionary workday more than two added to the calendar. It is agreed that Supervisors must accept the per diem rate of 1/240 of the supervisor's current salary for the first two compensation days. After the first two days, the supervisor shall have the option of accepting either the aforementioned per diem rate or a vacation day.

B. VACATION

Employees shall earn twenty-three (23) days' vacation each fiscal year of the agreement. Employees hired after July 1<sup>st</sup> of a given year shall be credited with vacation time pro-rated at the rate of 1.91 days per full month worked. No time shall be credited for partial months worked.

1. Said vacation days shall be taken in the fiscal year immediately following the fiscal year in which they were earned, and they shall not be accumulated from year to year. Vacation days shall be taken only with the approval of the Superintendent of Schools, which approval shall not be unreasonably withheld.
2. (a) Any employee who leaves the district after October 1 shall be credited with vacation time prorated per full month worked from July 1 to the date the employee leaves. Any employee who leaves on or after the 21st of the month shall receive a full month's credit.  
(b) An employee who leaves the district between July 1 and September 30 shall receive no vacation credit for that work year.
3. In ordinary circumstances, all but ten vacation days in any given fiscal year shall be taken during the following time periods:
  - (a) Between July 1 and the first day of school for teachers.
  - (b) Between the last day of school for students and June 30
  - (c) However, in the event that the completion of professional duties requires a supervisor to work during summer days originally scheduled for vacation, an alternative vacation schedule can be arranged with the approval of the Superintendent, which may include an increase in the number of days taken while students are in attendance or in the period between the end of school and June 30
4. Schedules for vacation to be taken between the last day of school for students in the current fiscal year and the first day for staff in the succeeding fiscal year shall be submitted to the

Superintendent 45 days prior to the commencement of the new fiscal year on July 1.

#### C. PAYMENT FOR UNUSED VACATION LEAVE AT TIME OF SEPARATION

If an employee leaves the district prior to June 30<sup>th</sup>, those unused vacation days to which the employee would otherwise have been entitled, will be prorated to the effective date of the termination of this agreement and paid in accordance with the per diem rate of 1/240<sup>th</sup> of respective employee's base annual salary. Upon separation, the Board agrees to pay the administrator, or upon their death, the administrator's estate any credited vacation time.

#### **Personal Days:**

All employees shall be granted, upon request, up to three (3) days' leave per school year, without reduction in pay, for personal reasons. For the length of this contract, the members agree to sell back the 3 personal days for the sum of \$1400 per year for each of the years of the agreement. The \$1400 will be added to the salary guide after the agreed upon increment. This payment will be pensionable in accordance with applicable laws and promulgations.

### ARTICLE 4 GRIEVANCE PROCEDURE

#### A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, resolutions to the problems that may arise affecting the terms and conditions of the employment of employees as set forth in this Agreement or in the Board's policies governing such employees.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment, if so desired by the grievant.

#### B. DEFINITIONS

1. A "grievance" shall mean a claim by an employee that there has been a misinterpretation, misapplication or a violation of the Board policy or an administrative decision affecting him; except that the term "grievance" shall not apply to:
  - a. any matter for which a method of review is prescribed by law;
  - b. any rule or regulation of the State Commissioner of Education;
  - c. any policy of the Board of Education;
  - d. any matter which, according to law, is either beyond the scope of the Board authority or limited to unilateral action of the Board alone;

- e. a complaint of a nontenured employee which arises by reason of their not being reemployed.
2. An "aggrieved person" is the person or persons making the claim, or any person against whom action might be taken in order to resolve the claim.
3. A "party of interest" is the person or persons making the claim, or any person against whom action might be taken to resolve the claim.

#### C. REPRESENTATION

1. Any grievant may be represented at any stage of the grievance procedure by his/herself or, at his/her option, by any member of the bargaining unit or by a representative from the New Jersey Principals and Supervisors Association.
2. When the grievant chooses not to have representation from the Spotswood Supervisors' Association and/or New Jersey Principals Association and is not so represented, the representatives from the Spotswood Supervisors' Association and/or New Jersey Principals and Supervisors Association may be present, but may not state their views.

#### D. PROCEDURE

1. In order for a grievance to be considered timely under this procedure, it must be filed in writing within ten (10) working or sixteen (16) calendar days, whichever is shorter, of the action or decision giving rise to the grievance.
2. It is agreed by both parties that these proceedings shall be kept as informal and as confidential as may be appropriate at any level of this procedure.
3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at this step.

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall 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.
5. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest,

the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure shall be exhausted prior to the end of the school year or as soon thereafter as it may be practicable.

6. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

7. Steps

a. Level One

- (1) An employee with a grievance shall first discuss the matter with the Superintendent either directly or, if they so desire, through their designated Association representative, with the objective of resolving the matter informally.
- (2) If the aggrieved employee is not satisfied with the result of the informal discussions at Level One, he/she may submit it in writing to the Superintendent, specifying the nature of his/her grievance, within ten (10) working days or sixteen (16) calendar days, whichever is shorter, of the action or decision giving rise to the grievance.

The Superintendent shall communicate his/her decision to the employee in writing within ten (10) working days or sixteen (16) calendar days, whichever is shorter, of receipt of the written grievance.

b. Level Two

The employee may refer the grievance to the Board within ten (10) working days or sixteen (16) calendar days, whichever is shorter, after the receipt of the Superintendent's written decision. The Board shall render its written decision within thirty (30) calendar days from the receipt of said grievance.

c. Level Three

- (1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within thirty (30) calendar days after the grievance was received by the Board of Education and the grievance is based on an alleged misapplication, misinterpretation or violation of the Agreement, he/she may, within five (5) school days after the receipt of the Board's decision, request in writing that the Chairman of the PR&R Committee submit their grievance to arbitration within fifteen (15) days after receipt of the request by the aggrieved person.
- (2) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually agreeable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties in interest are unable to agree upon an arbitrator or to obtain such a commitment

within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties in interest shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- (3) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) calendar days of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues that are submitted to him. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties. The arbitrator's decision shall be in writing and shall 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 required 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 to the Association and shall be final and binding on the parties in interest.

## ARTICLE 5

### INSURANCE PROTECTION

- A. For the full term of this contract, medical, dental, and prescription insurance shall be provided to employees on the same basis that is provided to teaching staff members.
- B. Individual members of the Association, will contribute, via payroll deduction, the following health insurance co-pays on an annual basis:

2006-2007	\$1000
2007-2008	\$1100
2008-2009	\$1200
- C. Individual members may elect to opt-out of his/her insurance coverages, as outlined by the Boards' IRS Section 125 Plan. Members who opt out of all insurance coverages will not be liable for the health insurance co-pay noted under paragraph B. If an individual member elects to opt out of coverage, he/she will receive 60% of the cost savings afforded to the Board by the individual premium reduction. Such payments will be made in two (2) equal installments on December 31 and June 30 of the respective fiscal year in which the coverage was waived. If an individual member opts out of a portion of the available coverages, they will be liable for a prorated portion of the health insurance co-pay noted under paragraph B.

## ARTICLE 6

## SABBATICAL LEAVES

- A. All personnel included in this Agreement shall be entitled to apply for a sabbatical leave.
- B. Applicants must state reasons in writing for requesting sabbatical leave. Priority will be given as follows:
  - 1. advanced study with the approval of the Superintendent;
  - 2. travel;
  - 3. other reasons for requesting sabbatical may be submitted for consideration.
- C. Application for sabbatical leave shall be forwarded to the Superintendent's Office on or before November 1 for the following year. The Superintendent will submit his recommendation for approval to the Board of Education for its December meeting.
- D. Personnel shall become eligible to apply for a sabbatical after they have completed six (6) years' service in the Spotswood Public Schools and have attained tenure in their current position.
- E. Seniority as a criterion will be used in the selection process only in instances where there is a tie as determined by the Superintendent of Schools.
- F. Upon application, no more than one of the personnel included in this unit shall be granted sabbatical leave during any two (2) year period, provided said personnel have met the established criteria.
- G. A sabbatical leave shall be for a maximum of one (1) year at up to 60% of salary. The final percentage of salary shall be negotiated by the member requesting the leave and the Superintendent of schools.
- H. Personnel returning from sabbatical leave shall be placed on the salary schedule they would have achieved had they not been on sabbatical leave, and shall receive pension coverage and medical coverage while on leave.
- I. As a condition of receiving a sabbatical leave, the employee will agree to serve in the Spotswood School district for a minimum of two (2) years following the sabbatical. Any employee who fails to comply with this return service obligation must return to the Board the salary received during the sabbatical. This return service obligation may be waived by the Board at its discretion.

## ARTICLE 7

## PROFESSIONAL DEVELOPMENT

A. All employees shall be eligible to receive reimbursement of tuition costs for courses taken in a college or university on a graduate level or alternative forms of educational development pursuant to the following:

1. Application for approval of courses is made in writing to the Superintendent before such coursework is undertaken.
2. The course(s) must relate directly to the employee's present assignment and certification and is (are) deemed to be of potential benefit to the district.
3. Reimbursement for approved courses will be authorized when the employee presents documentation indicating a minimum performance standard of "B" or its equivalent. However should the only form of grading be "pass" or "fail" a member who achieves a grade of "pass" shall be eligible for reimbursement.
4. The cost of courses not completed, or which are scheduled to be completed after resignation from the school system, shall be borne by the individual.

B. Each member of the Association is entitled of the sum of -- \$2,900 for the school year 2006-2007, \$3,000 for the school year 2007-2008 and \$3,100 for the school year 2008-2009 for tuition and/or convention expenses. Upon the approval of the Superintendent, supervisors may attend national, state, or local conventions. Convention attendance and/or course work shall be subject to prior approval by the Superintendent. Members will be permitted to transfer unused funds from one member to another for the reimbursement of tuition only. Unused funds cannot be carried forward to the following year.

## ARTICLE 8

### SICK LEAVE

- A. The present procedure and policy concerning sick leave shall continue and shall include twelve (12) days of sick leave, cumulative, for employees working a twelve (12) month calendar.
- B. Employees newly hired in the district shall receive sick leave, credited at the time of hire, at the rate of one (1) day per month for each month remaining in the work year.
- C. The parties agree that there shall be payment for accumulated sick leave upon retirement or termination under the following provisions:

1. "Retirement" is defined as applying to, qualifying for, and receiving pension payments from T.P.A.F.
2. Sick leave days credited to an employee upon initial hire and earned in other school districts shall be deducted from the total accumulated sick leave days available for payment.
3. In order to be eligible for such payment, the employee must have had a minimum of 12 (twelve) years of service in the Spotswood School District.
4. Payment shall be at the following rates and maximum number of days:

Fiscal Year	Termination		Retirement	
	Number of Days	Rate per Day	Number of Days	Rate per Day
2006-2007	180	\$120	All Days Due	\$120.
2007-2008	180	\$120	All Days Due	\$120
2008-2009	180	\$120.	All Days Due	\$120

5. Upon retirement/termination eligible members shall receive payment as outlined above. (See Article C. 3. For eligibility rules.) .) Such sick day entitlement shall be paid to the employee/retiree as follows:
  - A. Upon retirement/termination, one-third of sick day entitlement - \$12,000 maximum payment (year 1)
  - B. Subsequent year – one-third of sick day entitlement - \$12,000 maximum (year 2)
  - C. Subsequent year – one-third of sick day entitlement - \$12,000 maximum (year 3)
  - D. Balance of the sick day entitlement, if any exists (year 4)

Members are entitled to sell to the Board unused sick days, once in a given fiscal year, at the termination rate, as set forth above, not to exceed one-third of the total accumulated days in his/her sick day bank at any given time during a fiscal year. The retiree shall have the option to spread any payments due, over a 4 (four) year period at distribution rates that may or may not be equal. If a member dies during the term of this agreement, payment for any unused, accumulated vacation and sick days shall be made to the estate under the same contract provisions.

## ARTICLE 9

### TEMPORARY LEAVE OF ABSENCE

- A. In the event of death in the immediate family, an allowance of up to five (5) school days leave shall be granted. Immediate family may be considered father, mother, father-in-law, mother-in-law, spouse, child, brother, step child sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other relative or friend domiciled with the employee. Days must be taken either consecutively or non-consecutively within 180 days after such death.

## ARTICLE 10

### LEAVE

Employees should be entitled to leaves of absences in accordance with the provisions of the Federal Family Medical Leave Act, or the New Jersey Family Leave Act, whichever is applicable.

## ARTICLE 11

### MISCELLANEOUS PROVISIONS

#### A. PROFESSIONAL DUES

Annually, each member of the association is entitled to \$1,800 (non cumulative and non-transferable) for professional association dues subject to approval of the Superintendent of Schools. The Board will either pay the professional association on behalf of the respective member or reimburse the member for professional dues upon verification of payment.

#### B. DOCTORATE REIMBURSEMENT

If any member receives a doctorate degree while employed at the District, he/she will be reimbursed, on a one time basis, for expenses incurred with receiving said doctorate up to \$2,000. Appropriate written documentation to support the expenditures must be provided to receive the reimbursement.

## ARTICLE 12

### EVALUATION OF EMPLOYEES

#### A. OBJECTIVES

The objective of this system is to evaluate the effectiveness and the quality of performance of the employee in the execution of the duties of the position.

#### B. PROCEDURE

1. Employees will be evaluated a minimum of three (3) times per year for nontenured

personnel and a minimum of one (1) time per year for tenured personnel in accordance with state law.

2. Summary evaluations should be given to the employee no later than July 1, wherever possible, of each and every school year and shall consist of, but not be limited to, a compilation of all previous evaluations during the course of the year (period of year being defined as July 1 - June 30).
3. Evaluations shall be based upon performance plans established yearly by the Superintendent after consultation with the appropriate employee.

#### C. PROCESSES

1. Written evaluations pursuant to A. and B. above shall be conducted openly and with full knowledge of the employee involved.
2. All evaluations shall be submitted to the employee after completion of said evaluation for employee review and signature, with said signature indicating that the employee has received copy of same, and with the understanding that said signature does not necessarily mean agreement with content. The employee shall have the right to affix any comments and other supporting data to the evaluation from with seven (7) working days of receipt of same.
3. The employee shall receive a copy of his/her evaluation.
4. A conference shall be held between the evaluator and the employee being evaluated to review the content therein and the rationale for same.
5. No employee shall have an evaluation submitted to the central office or placed in his/her file without his/her knowledge, nor shall any employee be required to sign a blank or incomplete form.
6. Final evaluation of an employee shall be conducted upon termination of said employee's employment. Copies of any material placed in an employee's personnel file after termination shall be sent to the employee at his last known address, and the employee shall have the right to submit a response which shall be attached to the material at issue and placed in the file.
7. An employee will not receive an automatic raise unless he has received a satisfactory evaluation. If an employee receives an unsatisfactory evaluation and an increment is to be withheld, the Board of Education must inform the employee no later than April 1 of the year in question.

#### ARTICLE 13

#### REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGE

- A. An employee shall be reimbursed within the limits of E. below by the Board's insurance

company or by the Board for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by the employee while the employee was acting in the discharge of his/her duties within the scope of his employment. Each item for which compensation is requested must be reported to the Superintendent within three (3) days of the assault. This time limit must be met unless the employee is incapable of filing such report as a result of the assault.

- B. An employee shall also be reimbursed within the limits of E. below for malicious damage done to his/her passenger vehicle parked on Board of Education property, while that employee is required to be present on Board property as a function of his/her position as an employee. Reimbursement shall only be made for damage not covered by the employee's personal insurance carrier.
  
- C. The clothing or personal property damaged or destroyed shall have been of such a character that would be considered common to the daily exercise of the employee's professional assignment.
  
- D. In order for an employee to be eligible for reimbursement under B. above, he/she must do the following:
  - 1. Immediately, upon learning of the damage, inform the Superintendent.
  - 2. Allow the Superintendent to make a visual inspection of the damage.
  - 3. Obtain and present to the Business Administrator copies of repair estimates.
  - 4. Provide to the Business Administrator certification that said damage has been repaired and the cost of that repair.
  - 5. Complete required sections of the district and state vandalism report.
  - 6. Inform the Business Administrator of the terms of the employee's car insurance provisions.
  - 7. Provide the Business Administrator with a copy of the local police report.
  
- E. Payments under A. and B. above shall be limited to \$500 per occurrence. Total Board liability under A. and B. during the term of this contract shall not exceed \$4,000.

ARTICLE 14  
SALARIES

- A. For the term of this Agreement, the salaries of all employees employed by the district will be determined by evaluation of the Superintendent, and recommended to the Board of Education for approval, on the basis of the current evaluation system or other such system to which the Superintendent and the Spotswood Supervisors Association shall agree and which the Board of Education shall adopt. (See Article 12.) Initial salaries shall be determined by agreement between the Board and the employee, but shall not be below the minimum or above the maximum salary set out in attached appendix.
- B. No employee shall be entitled to any extra compensation for performance of the duties of the position in which he is employed and every employee is expected to perform such duties at such times, either before, during or after the school year as the duties of the position normally required.
- C. Grant writer's management stipend or fee will be determined by mutual agreement between the Superintendent of Schools and the grant writer based upon parameters established by the specifications of the Grant.
- D. Employees' salaries shall be computed on a fiscal year basis July 1 to June 30.
  - 1. For the full-term of this Contract, the following longevity steps will be paid in addition to the salary guide (E above):
    - a. All supervisors who are in their 4<sup>th</sup> through 5<sup>th</sup> years of service in the district shall receive \$600 (Level 1 longevity).
    - b. All supervisors who are in their 6<sup>th</sup> through 8<sup>th</sup> years of service in the district shall receive Level 1 longevity plus \$800 (Level 2 longevity).
    - c. All supervisors who are in their 9<sup>th</sup> through 13<sup>th</sup> year of service in the district shall receive Level 1 longevity, plus Level 2 longevity, plus \$1150 (Level 3 longevity).
    - d. All supervisors who are in their 14<sup>th</sup> or greater year of service in the district shall receive Levels 1,2 & 3 of longevity plus \$450 (Level 4 longevity).
  - 2. Supervisors shall be reimbursed for travel in their own vehicle on district business at the IRS rate. All out-of-district travel requires advance approval from the Superintendent.

Supervisors shall receive a evening meal stipend of \$12.00 for evening meetings, school functions or other school related events upon the submission of the appropriate receipts to the School Business Administrator or their designee.

ARTICLE 15

DURATION

This contract has been entered into for the period from July 1, 2006 through June 30, 2009.

FOR THE ASSOCIATION

FOR THE BOARD

\_\_\_\_\_  
Fran Elson President                      Date

\_\_\_\_\_  
Alan Bartlett President                      Date

Supervisors Guide

Step	2005-2006	2006-2007	2007-2008	2008-2009
1	70,000	71,000	71,000	71,000
2	n/a	74,708	74,708	74,708
3	n/a	77,091	77,091	77,091
4	n/a	79,951	79,951	79,551
5	n/a	81,750	81,750	81,750
6	83,259	83,259	83,259	83,259
7	n/a	87,365	87,365	87,365
8	n/a	90,159	90,159	90,159
9	91,242	91,242	93,044	93,044
10	n/a	95,607	95,607	95,607
11	n/a	98,669	98,669	98,669
12	n/a	101,830	101,830	101,830
13	n/a	103,102	103,102	103,102
14	n/a	105,000	105,000	105,000
15	n/a	107,000	107,000	107,000

All highlighted steps include \$1400 personal days buyout after 3.25% increment.