

***BOARD PROPOSAL***

***FOR***

***AN AGREEMENT***

***BETWEEN***

***BOARD OF EDUCATION OF THE  
CITY OF SUMMIT***

***AND***

***THE SUMMIT SUPERVISORS ASSOCIATION***

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***July 1, 2009 to June 30, 2012***

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## **PREAMBLE**

This agreement is entered into on the first day of July, 2009, by and between the Summit Board of Education, Summit, New Jersey (hereinafter referred to as the "Board") and the Summit Supervisors Association (hereinafter referred to as the "Association").

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I**

### **RECOGNITION**

**1.1** The Board recognizes the Association as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time instructional supervisors.

#### **1.2** Definitions

Unless otherwise specified herein:

Supervisor -- The term, "supervisor," shall refer to all instructional supervisors represented by the Association in the collective bargaining unit as defined in Section 1.1 above.

References to either sex shall include members of the opposite sex.

## **ARTICLE II GRIEVANCE PROCEDURE**

### **2.1 Definitions**

The term, "grievance," shall mean any alleged violation of this written agreement, existing written Board policy or written administrative decisions pertaining thereto, and controversy or dispute with respect to their interpretation or application, affecting supervisors' terms and conditions of employment.

The term "grievance," shall not include any of the following:

- a. a complaint regarding any matter as to which the Board does not have legal authority to act;
- b. a complaint regarding any matter as to which a statutory remedy is available (exclusive of the State Commissioner of Education's jurisdiction under N.J.S.A. 18A:6-9);
- c. a complaint of a non-tenured supervisor which arises by reason of his not being reemployed;
- d. any rule or regulation of the New Jersey State Board of Education or of the State Commissioner of Education.

The term, "day," shall mean for the purposes of this Article working days, exclusive of Saturdays, Sundays, and Holidays.

### **2.2 Purpose**

The purpose of this Grievance Procedure is to secure, at the lowest possible administrative level, resolution of any differences which may arise from time to time concerning the rights of the parties regarding the terms and conditions of employment of the supervisors covered by this Agreement. It is agreed that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the Procedure.

Nothing contained herein shall be construed as limiting the right of any supervisor who has a personal grievance to discuss the matter informally with any appropriate member of the administration and to have such individual grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of any agreement between the Board and the Association.

Both the Association and the Board have the right to use the provisions of this Article. Accordingly, grievances may be processed hereunder by the aggrieved supervisor, the Association on behalf of such supervisor or an affected group of supervisors, or the Board.

### **2.3 Procedure**

Any supervisor shall have the right to grieve in accordance with the provisions of this Article. He may present his own grievance or may designate, in writing, a representative of the Association to appear with or for him at any level in the Grievance procedure.

To be considered under this procedure, a supervisor must initiate a grievance within 10 days after the grievance arises or after the aggrieved supervisor may reasonably be presumed to have had knowledge of the matter causing the grievance.

All of the time limitations set forth in this Article are of the Essence and not merely procedural. No Grievance shall be entertained or further processed unless it is filed within the applicable, specified time limits. Since time is of the essence, grievances should be processed as rapidly as practicable.

Unless the parties agree otherwise in writing at any step in the process, failure at any level of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved party to proceed to this next level. Failure of an aggrieved party at any level of this Procedure to appeal a grievance to the next level within the specified time limit shall be deemed to constitute acceptance of the decision at that level.

In the event a grievance is filed at such time that it cannot be processed through all the levels of the Grievance Procedure prior to the conclusion of the school year (June 30) and, if left unresolved until the start the ensuing school year, could result in irreparable harm to the grievant, the time limits set forth herein may be reduced by mutual agreement so that the applicable levels of the Grievance

Procedure may be resorted to prior to the end of the school term or as soon thereafter as it practicable.

A grievance shall only be processed, and decisions shall be rendered to the extent practicable, only on the approved forms mutually agreed upon by the parties. (Attachment I)

All decisions rendered at levels Two and Three shall be in writing, setting forth the decision and its findings of fact, reasons and conclusions. Each such decision and its findings of fact, reasons and conclusions shall be promptly transmitted to all parties in interest, and to the President of the Association.

## **2.4 Sequence of Procedural Steps for Resolving Grievances**

### **LEVEL ONE**

An aggrieved supervisor shall initiate his grievance by first discussing it with an immediate superior, with the objective of resolving the matter informally and expeditiously. The immediate superior shall meet with the grievant within 5 days after receiving written or oral notice of the grievance and shall render his decision within 5 days after they meet.

### **LEVEL TWO**

If after informally discussing the matter with an immediate superior, the grievant is not satisfied with the disposition of his grievance at Level One, he may formally present his grievance in writing to the Superintendent within 5 days after receiving the decision at Level One, or within 15 days after the grievance was presented to an immediate superior, whichever is earlier. The grievance must be submitted on a properly signed and completed grievance form.

At the time of the submission of the grievance in written form, either party may request a meeting to discuss the merits of the grievance.

The Superintendent's written decision upon the requisite form shall be rendered within 10 days after the formal grievance was delivered to him.

### **LEVEL THREE**

If the grievant is not satisfied with the disposition of his grievance at Level Two, or if no written decision is rendered within 10 days after delivery of the grievance to the Superintendent, the grievant may present his written grievance upon the prescribed Grievance Form to the Board by submitting it to the Board Secretary within five (5) days after delivery of the decision of the Superintendent to him, or within 15 days after the grievance was delivered to the Superintendent, whichever was earlier.

At the time the grievance is submitted in written form, either party may request a meeting to discuss the grievance. If such request is made, a time and date for the meeting with the Grievance Committee of the Board shall be set by mutual agreement. The Board's Grievance Committee shall consist of not more than 3 Board members.

After considering the merits of the grievance and conducting a hearing, if one is requested, the grievance committee shall submit its recommendations to the Board. The Board's decision shall be rendered in writing within 20 days after the hearing, if one is requested, or within 20 days after the hearing, if one is requested, or within 25 days of the submission of the grievance of the Board, if no hearing has been requested.

### **LEVEL FOUR**

If the grievant is dissatisfied with the disposition of his grievance at Level Three, he may within five (5) days after receipt of the Board's decision, or within 30 days of the submission of his grievance to the Board if no decision has been rendered, request that the Association submit his grievance to arbitration. If the Association concludes that the grievance is meritorious, it may submit the grievance to arbitration within 10 days after receipt of the grievant's request by submitting a demand for arbitration, pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission, to the Board.

The Board shall have the right to request arbitration, pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission, with respect to any Board-Initiated grievance within 10 days following a determination by the Association at the prior level of the Grievance Procedure.

The only grievances which may be arbitrated are those alleging that there has been a violation of the express written provisions of the Agreement. The arbitrator shall have no authority to rule on grievances which concern the interpretation, application or alleged violation of Board policies or administrative decisions affecting terms and conditions of employment or of statutes or governmental rules and regulations affecting terms and conditions of employment.

The jurisdiction of the arbitrator shall be restricted to the specific issues submitted to him, and he shall have no authority to add to, subtract from, or otherwise modify any of the provisions of the Agreement. Consideration of the grievance by the parties at the previous levels of the Grievance Procedure does not constitute a waiver of the express limitations herein placed upon the jurisdiction and authority of the arbitrator.

The decision of the arbitrator shall only be advisory in nature. In rendering his decision, the arbitrator shall be bound by the judicial decisions and the laws and governmental regulations of the State of New Jersey and of the United States.

Failure of the Association or the Board, as the case may be, to file its demand for arbitration within the time limits specified in this Article shall constitute a complete bar to such arbitration.

In the event of arbitration, the costs of the arbitrator's services and expenses shall be borne equally by the Board and the Association. All other expenses incurred, including, but not limited to the presentation of witnesses and exhibits, shall be paid by the party incurring the expense.

## **2.5 Board-Initiated Grievances**

Grievances initiated by the Board shall be filed by the Board Secretary in writing with the Executive Board of the Association within 10 days after the grievance arises or after the Board may reasonably presume to have had knowledge of the matter giving rise to the grievance.

At the time of the Board's submission of its grievance, either party may request a meeting to discuss the grievance. If such a request is made, a time and date for the meeting shall be set by mutual agreement. Such a meeting shall be held between the designated representatives of the Board and Association within 10 days of the request in an earnest effort to adjust the differences between the



parties. In the event the parties are unable to resolve their differences, the Board shall have the right to request arbitration in accordance with the terms and conditions of Section 2.4 of this article pertaining to arbitration.

## **2.6 Miscellaneous**

All documents, communications, and other written records relating to the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the supervisor participants.

The prescribed forms for filing grievances shall, insofar as practicable, be given appropriated distribution to facilitate resort to the grievance procedure.

Except as may be otherwise provided by law or governmental regulations, no meetings or hearings under this Grievance Procedure shall be conducted in public. Each such meeting and hearing shall include only the parties in interest, and their designated or selected representatives heretofore referred to in this article, and necessary witnesses.

No supervisor shall have the right to refuse to observe any administrative regulation, procedure, or directive, or any board policy, on the ground that he has instituted a grievance. All supervisors, including any aggrieved person, shall continue to adhere to such regulations, procedures, directives and policies and follow the directions of the Superintendent, regardless of the pendency of a grievance.

## **ARTICLE III**

### **SUPERVISOR RIGHTS**

#### **3.1 Personnel file**

A. The central office shall maintain an official Personnel file for every supervisor and shall make reasonable effort to keep the same accurate.

#### **3.2 Mail Facilities**

The Association may make reasonable use of the mail system which is internal to the district, provided that such use is for official Association business.

**ARTICLE IV**  
**EVALUATION**

**4.1 Evaluation Procedures**

A. There shall be a minimum of four (4) observations per year of a supervisor's performance for each non-tenured supervisor, and a minimum of two (2) observations per year of a supervisor's performance for each tenured supervisor. Observations of performance shall occur at least twice each semester for non-tenured supervisors and once per semester for tenured membership. The term observation of performance is defined as a "regularly scheduled meeting (at least 20 minutes in duration) between the supervisor and the immediate supervisor." In addition, an annual written summary evaluation and conference shall be conducted for each supervisor. As part of the annual summary evaluation, each supervisor will provide the immediate supervisor with a written self-appraisal. The appraisal should include progress related to that year's professional improvement plan and suggested targets for the following year's PIP.

B. Such observations and evaluations shall be conducted in the manner prescribed by applicable law and New Jersey Administrative Code regulations. Any evaluations of a supervisor's performance which are included in the annual written summary shall be shared in writing with the supervisor.

C. The building supervisor shall be responsible for developing the written evaluation of any supervisor directly reporting to him.

**4.2 Copies of the Evaluation Reports**

Each supervisor shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation have been made known to him. Such signed evaluation shall be placed in the supervisor's Personnel File, and he shall receive a copy of each such evaluation.

## ARTICLE V

### LEAVE OF ABSENCE

#### 5.1 Personal Illness

A. Sick leave is defined to mean absence of a supervisor from his post of duty because of personal disability due to illness or injury or because the supervisor has been excluded from school by the school district's medical authorities on account of a contagious disease or being quarantined for such a disease in his immediate household.

B. Sick leave with full pay during any school year shall be granted supervisors of the Board as follows:

1. Supervisors with up to three (3) years of service in the district - 10 school days
2. Supervisors who have completed (3) years of service in the district - 20 school days (only 10 of the 20 days may be carried over)

C. Any supervisor who has personally served as a member of the teaching staff in the district and has earned tenure will continue, upon appointment as a supervisor, to receive sick leave with full pay as set forth in B.2.

D. Absences on sick leave shall be charged first to the annual allowance of any supervisor until it is fully utilized and thereafter to the accumulated credit.

#### 5.2 Illness in the Family

For absence due to serious illness of any relative living in the supervisor's immediate household, or of a relative for whom the supervisor is responsible, which illness reasonably requires the presence of the supervisor, full pay for not more than five school days in each school year may be paid to the supervisor at the discretion of the Superintendent. In the event that the supervisor disagrees with the Superintendent's decision, he may grieve that decision to the Board of Education.

### **5.3 Quarantine In Contagious Disease**

If the quarantine referred to in Subsection 5.1(A) of this Article is not because of personal illness, the employee shall be allowed full pay, providing a certificate from the health office of the community or from a school physician is presented and filed with the Superintendent. When the quarantine is because of personal illness, Section 5.1 of this Article shall apply.

### **5.4 Death**

A. Absence because of death in the supervisor's immediate family shall be allowed with full pay for a period not exceeding the 5 days in each such case. The term "immediate family," shall mean the supervisor's spouse and the children, parents, grandparents, brothers and sisters of the supervisor or his spouse.

B. Absences with full pay resulting from the death of other relatives or friends may be allowed at the discretion of the Superintendent.

### **5.5 School Business**

Leave of absence with pay may be granted for school business if prior application is made in writing to, and approved at his discretion by, the Superintendent.

### **5.6 Board Review**

On the recommendation of the Superintendent, absence in excess of that referred to in Sections 5.2 through 5.5 of this Article shall be reviewed by the Board for special consideration. There shall, however, be no deviation from these requirements, except when approved by the affirmative vote of a majority of the members of the Board.

### **5.7 Absence for Personal Reasons**

A. Absence for personal reasons will be permitted without loss of salary, at the employer's discretion, only when the absence is necessitated by unexpected and/or exigent personal matters of importance which are impossible to accomplish outside of school hours.

B. Absence for personal reasons shall not be permitted for matters of convenience, entertainment, recreation, shopping, personal travel, college visitation, attendance at class reunions, to accompany a spouse on a business trip, or weddings of persons not members of the immediate family. (The term, "immediate family," is defined in Subsection 8.4.A of this Article.)

C. Absence for reasons not covered by the conditions of this policy, or without the Superintendent's written authorization, will result in the loss of a full day's pay for each day absent, such pay to be determined by using 1/189 for 2009-2010, 1/195 for 2010-2011 and 1/205 for 2011-2012 for a 10-month supervisors not working 209 days, 1/209 for the 10-month supervisors working 209 days, and 1/260 for 12 month supervisors.

D. Written application for approval of absence for personal reasons must be made on the appropriate form to the Superintendent at least five (5) school days prior to the intended absence. The 5 school day notice requirement shall only be waived in cases of emergency. The Superintendent shall promptly respond to the supervisor's request for such leave, using the approved form. In the event of a denial, the Association may, if the affected supervisor so requests, discuss the matter with the Superintendent, but may not grieve a denial.

Absence for personal reasons includes:

1. \*attending college graduation day of the supervisor, his spouse or children;
2. closing of legal title on the supervisor's home;
3. processing of legal papers and essential related procedures for adoption of a child by the supervisor;
4. moving a supervisor's household, (a maximum of two (2) days per year);
5. \*attending the wedding of a member of the supervisor's immediate family; (the term, "immediate family," is defined in Subsection 8.4A of this Article);
6. the supervisor's wedding, (a maximum of three (3) days);

7. handling a legal matter involving a supervisor which can only be scheduled during working hours;
8. legal, medical, or any other appointment within the meaning of 5.7A (maximum of 1 day).

\* An additional travel day can be allowed for these events when such additional time is shown to be essential.

Absences for personal reasons that deviate from those listed above in this section 5.6 may be approved if the absence is the result of an emergency situation which could not be avoided without a substantial personal hardship and where every reasonable effort to be present was made by the supervisor and failed. The reason for such an emergency absence must be documented in writing to the Superintendent, who may at his discretion recommend to the Board that it approve such absence, with or without payment of salary. Such recommendation shall be reviewed by the Board, but there shall be no deviation from the foregoing requirements of section 5.7, except when approved by the affirmative vote of a majority of the members of the Board.

## **5.8 Maternity and Child Rearing Leaves**

A. The supervisor shall make written application for a maternity leave to the Superintendent in sufficient time (but in any event no less than three (3) months prior to commencement of the leave) to permit adequate consideration and appropriate approval by the Board.

1. Requests for maternity leave shall be supported by a statement setting forth;
  - a. the duration of the leave
  - b. the date of departure
  - c. any supportive medical evidence, including the anticipated date of birth
2. During the period of maternity leave, the supervisor may use all or part of her accumulated sick-leave benefits.
3. Upon return from such leave, the supervisor shall be restored to the position which she occupied at the commencement of the leave, where administratively feasible.

4. Health, dental, life and long-term disability insurance, and retirement credit shall be continued, provided the supervisor continues to make her financial contributions in accordance with the terms of this Agreement and the applicable insurance contracts.

5. If requested, the supervisor shall submit to an examination by a physician retained by the Board to determine the supervisor's physical capacity to continue to perform her duties, at the Board's expense. If there is any difference of medical opinion between the Board's physician and the supervisor's physician regarding the supervisor's physical condition, a physician selected jointly by the Board and the supervisor shall examine the supervisor and render a binding opinion regarding the supervisor's physical capacity to continue to perform her duties. The expense of any such examination by such third physician shall be shared equally by the Board and the supervisor.

B. Tenured supervisors may apply for child-rearing leave for a period not to exceed one full academic year following the academic year in which the leave commences; provided however, that if the leave commences before the first of December, such leave may not exceed the current academic year.

1. The supervisor shall make a written application for a child rearing leave to the Superintendent in sufficient time (but in any event no less than 3 months prior to commencement of the leave) to permit adequate consideration and appropriate approval by the Board.

2. Such leave shall be without pay. There shall be no loss of seniority, and upon her return from such leave, the supervisor shall be restored to the position which she occupied at the commencement of her leave, where administratively feasible.

3. On or before March 1 of the year in which the supervisor desires to return from such leave, the supervisor shall notify the Board, in writing, of her intent to return in September. Failure to notify the Board in such timely manner may be deemed by the Board a resignation by the supervisor.

4. In so far as practicable, a child rearing leave shall be arranged to begin and end with the school semester.



## **5.9 Extended Military Leave**

A. A supervisor will be granted a military leave of absence for an extended period of time, without pay, upon written application to the Superintendent, insofar as practicable at least 60 days before the commencement of the leave, and upon filing a copy of the military orders with the Secretary of the Board. Any such extended leave must be renewed by the supervisor in writing if it extends beyond the end of one school year or exceeds one school year in duration.

B. The term, "an extended period of time," is defined for purposes of a military leave of absence as any period longer than 90 calendar days.

## **5.10 Extended Leave of Absence Without Pay**

### **A. Application for Leave**

1. A tenured supervisor may make written application for an extended leave of absence without pay to the Superintendent on the approved form. Such application shall be submitted on or before April 15 for an absence which is to commence at the start of the next succeeding fall semester, and on or before November 15 for an absence which is to commence at the start of the next succeeding spring semester, of the Summit school district. If the request is approved by the Board, such leave shall officially commence at the beginning of the next succeeding semester. If the extended leave of absence is, however, for a full school year, the supervisor must submit his application on or before April 15.

2. The Superintendent shall promptly notify each applicant in writing of the decision of the Board concerning his request for an extended leave of absence without pay.

### **B. Return to Active Duty**

1. A supervisor who has been on extended leave of absence without pay for the first semester of any school year shall notify the Superintendent in writing on or before December first of that year of his intention to return to duty in the Summit school system at the start of the next succeeding semester. If the extended leave without pay has been granted for the second semester or for the entire school year, the supervisor shall notify the Superintendent in writing on or before April first of that year of his intention to return to active duty at the start of the next succeeding fall semester.

2. Failure of a supervisor on an extended leave of absence without pay to file such written notification of intention to return may be by the Board a resignation by the supervisor .

## ARTICLE VI

### WORK YEAR, HOLIDAYS AND VACATION

#### 6.1 Ten-Month Supervisors

A. Ten-month supervisors shall work the teachers' calendar plus 21 days over the three year period of this agreement which shall be scheduled by the Superintendent or designee upon consultation with the supervisor. There shall be Five (5) additional days worked in 2009-2010 for a total of 189 days in 2009-2010; Six (6) additional days worked in 2010-2011 for a total of 195 days in 2010-2011; and Ten (10) additional days worked in 2011-2012, for a total of 205 days in 2011-2012.

#### 6.2 Twelve-month Supervisors

A. Twelve-month supervisors shall receive the following days off as holidays with pay:

Independence Day	Labor Day
Thanksgiving Day	Thanksgiving Friday
Christmas Eve	Christmas Day
New Years Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Floating holiday designated by superintendent
½ day before Christmas Eve*	Designated Holiday
½ day before Thanksgiving*	

\*when reflected in the school calendar

B. Ten month supervisors who worked 204 days as of July 1, 2008 shall work five (5) additional days in 2009-2010 for a total of 209 days.

B. The paid holidays set forth in Subsection 6.2A of this Article are considered non-working days and shall not be included in the computation of vacation time.

C. Upon separation from service through resignation or retirement, a supervisor shall receive pay for his earned but unused vacation days, which shall be calculated pursuant to law.

D. Upon the death of a supervisor, his estate shall receive payment for his earned but unused vacation days.

### 6.3 Twelve-Month Supervisor's Vacations

A twelve-month supervisor shall work the school fiscal year, July 1 through June 30, and shall be entitled to vacation in accordance with the following schedule:

Less than one year of service:	2 days per month
Completed one year of service or more, but less than when tenure is earned:	25 days
Upon earning tenure:	27 days
Completed 15 years of service or more:	30 days

The term, "service," shall mean the supervisor's service as a full-time supervisor.

In the event that a twelve-month supervisor does not complete employment for the fiscal year, the entitlement to vacation shall be pro-rated

## ARTICLE VII

### PROFESSIONAL DEVELOPMENT

#### 7.1 Approval for Courses of Study

Courses of study for which reimbursement will be requested must be approved, prior to registration for the course, by the Superintendent upon prior written application. Approval will be restricted to courses of study which will directly improve the competence and performance of the individual supervisor in meeting his administrative and professional responsibilities. Course work should be shaped to relate as much as possible to the individual's administrative assignment and/or to district objectives.

## **7.2 Reimbursement of Costs**

The Board will provide reimbursement in the manner described below in section 7.5 of this Article to supervisors for costs incurred as a result of participation in approved college and university graduate courses at accredited institutions, subject to the school district's established regulations, practices and limitations. Funds allocated for course reimbursement will, to the extent practicable, be divided into 3 budget periods coinciding with the trimester plan used by most colleges and universities.

## **7.3 Application for Reimbursement**

Application for course reimbursement must be filed in writing in duplicate on the approved form with the Superintendent as soon as practicable, but no later than the following dates preceding the commencement of the course: August 15, December 15, May 15.

## **7.4 Terms of Reimbursement**

A. Within the limitations of the budget, the Board agrees to provide a seventy-five percent (75%) reimbursement of the lower tuition of the supervisor's graduate school and the Rutgers graduate school to an aggregate cap of \$15,000 per year for all Supervisors.

B. The Board will further provide 100% reimbursement for tuition costs, including the cost of books and fees, for specific courses that are:

1. taken at the written request of the Superintendent, or
2. taken, with the prior written approval of the Superintendent, to effect the implementation of a school district objective established by the Superintendent or the Board.

It is understood that the books for which reimbursement of costs is made shall be returned to the school district upon the completion of the course.

C. Reimbursement in the manner described in this for costs of approved courses will require that the proper receipts and transcripts have been submitted to the Superintendent, that the transcripts show the successful completion of the course for which reimbursement is requested, that the supervisor is currently employed in the Summit school district.

### **7.6 Course Load Limitations for Reimbursement**

Reimbursement in the manner described above in this Article will be provided for up to nine (9) semester hours in the period from September 1 of one year to August 31 of the following year, except that no more than six (6) semester hours will be reimbursed during the academic year from September 1 through May 31.

There will be no reimbursement for courses which are subsidized by other funds (e.g., by a scholarship, grant, or fellowship).

### **7.7 Reimbursement for Conference Expenses**

Each supervisor shall be reimbursed in accordance with then current Board travel reimbursement policy for the conference charge and travel expenses related to attendance at conferences which have been previously approved by the Superintendent of Schools to an aggregate cap of \$15,000 per year for all supervisors.

In order to receive reimbursement for travel related expenses supervisors must follow Board policy and receive prior approval for such travel in accordance with law.

### **7.8 Professional Dues**

The Board will pay the annual membership fee for each supervisor to the New Jersey Principals and Supervisors Association (NJPSA) less the fees paid to the political action committee according to the following schedule:

2009-2010 50% of the Amount

2010-2011 75% of the Amount  
2011-2012 100% of the Amount

The Board will pay the Association dues through a purchase order.

## **ARTICLE VIII**

### **MEDICAL AND DENTAL INSURANCE**

**8.1** The Board agrees with the Association to continue the medical and dental insurance provided by the existing Group Policy No. 3211128. The Board and the Association acknowledge and understand that changes may be made to the current medical and dental insurance as provided by Group Policy No. 3211128 during the term of this agreement. The Board and the Association agree that the insurance coverage provided under this policy shall be affected by any changes to this policy during the term of this agreement and that those changes shall be implemented upon notice to the Association. The requirement to satisfy a deductible of \$300.00 per individual and \$600.00 per family shall apply to all medical expenses.

**8.2** Supervisors who are enrolled in the Point of Service Plan (“POS” formerly known as Designated Provider Plan) or Preferred Provider Organization Plan (“PPO”) will be entitled to coverage under the plan for in-patient rehabilitation care as provided by the policy. Coverage levels are based on medical necessity and are currently without limit for in network POS members, or with a \$5 Million limit for out of network POS members, or without limit for PPO members.

**8.3** All supervisors whose first day of employment shall be after January 1, 1996, or after the date of ratification of this agreement, whichever shall occur first, shall be enrolled in the POS of the health benefit program in effect as of the date of this agreement.

**8.4** The Board does, however, reserve the right to select or change at any time the insurance carrier, it being understood and agreed that the medical insurance protection thereafter provided shall be substantially equal to or greater than that provided under the pre-existing policies on the date the new policy or policies take effect, and that any such selection or change in the insurance carrier shall become effective only upon agreement thereto by the Association.

**8.5** Those supervisors with 15 or more years of full-time service in the Summit Public Schools who retire, shall be eligible for payment from the Board in the form

of reimbursement for unused accumulated sick leave days. The maximum annual reimbursement shall be five thousand dollars (\$5,000), five thousand dollars (\$5,000) and five thousand dollars (\$5,000), the first, second and third years, respectively, after retirement. Failure to provide written notice to the business office by December 1<sup>st</sup> in the year of retirement will delay the first payment on year. The maximum lifetime eligibility shall be a total of fifteen thousand dollars (\$15,000) for those who retire during the term of this agreement.

The maximum eligibility shall be determined for each supervisor by ascertaining the number of unused accumulated sick leave days available to the supervisor on the date of retirement and multiplying that number by the amount of One Hundred Twenty Five Dollars (\$125.00). For example, if a supervisor has, at the date of retirement, two hundred (200) unused accumulated sick leave days, and that number multiplied by One Hundred Twenty Five Dollars (\$125.00) equals Twenty Five Thousand Dollars (\$25,000), then in that event, the maximum eligibility shall be Fifteen Thousand Dollars (\$15,000). However, if a supervisor has one hundred (100) unused accumulated sick leave days, then in that event, the maximum eligibility shall be Fifteen Thousand Dollars (\$15,000).

**8.6** The Board will offer a voluntary Healthcare Spending Account (HSA). Supervisors would be allowed to make pre-tax contributions. The Board will cover all administrative expenses of the HSA for the duration of the contract.

**8.7** Supervisors may be permitted to opt out of coverage under this Article in which case each such supervisor shall be paid Twenty-five Percent (25%) of the premium for the waived coverage. The payment shall be paid on or about June 15th of each contract year. Such supervisors must provide satisfactory proof of other such insurance in order to qualify for this payment. Such proof must be in a form satisfactory to the Board. Such supervisors may opt for coverage under this Article on the anniversary of opting out or upon proof satisfactory to the Board that there has been a change in their family circumstances (e.g., birth, death, uncontrolled change of benefit coverage previously expected).

**8.8** Each supervisor to become a member of the Association after July 1, 2009 shall pay ten percent (10%) of the cost of medical and dental insurance on an annual basis via pre-tax payroll deduction. Supervisors with membership inception prior to July 1, 2009 shall pay six percent (6%) in 2009-2010, six point five percent (6.5%) in 2010-2011, and seven point five percent (7.5%) in 2011-2012, of the cost of medical and dental insurance on an annual basis via pre-tax payroll deduction.

## ARTICLE IX

### MISCELLANEOUS

#### 9.1 Management Rights

The Board shall retain all rights, powers, and prerogatives granted to it pursuant to law.

#### 9.2 Modification of Agreement

This Agreement contains the understanding between the Association and the Board concerning the terms and conditions of employment of the supervisors exclusively represented by the Association. During the duration of this Agreement, its terms and conditions cannot be modified except by prior written agreement between the parties.

#### 9.3 Separability

If any provision of this Agreement or any application of this Agreement to any supervisor or groups of supervisors 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 not be affected thereby and shall continue in full force and effect.

#### 9.4 Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so, in writing, at the following addresses:

1. If by the Association to the Board Secretary  
Louis J. Pepe, Board Secretary/Business Administrator  
14 Beekman Terrace  
Summit, New Jersey 07901



2. If by the Board to Supervisor of Guidance  
John Schnedeker, Supervisor of Guidance  
Summit High School  
125 Kent Place Boulevard  
Summit, New Jersey 07901

## **ARTICLE X**

### **REMUNERATION**

**10.1** Each supervisor shall receive the salary for the fiscal year covered by the agreement in the respective amounts provided in the Salary Guide.

#### **10.2 FLASH**

Effective July 1, 2009 the FLASH coordinator stipend and the duties and responsibilities of the position shall no longer be incorporated within the job description and compensation of Supervisor of Art, Family and Consumer Sciences and Industrial Arts.

#### **10.3 Salary Schedules**

Newly hired supervisors who have begun employment on or after April 1 of a particular contract year (ending June 30) shall not receive a salary increase in the following fiscal year.

## **ARTICLE XI**

### **DURATION OF AGREEMENT**

#### **11.1 Effective Date and Duration**

A. This Agreement shall take effect July 1, 2009, if duly ratified by an affirmative vote of a majority of the members of the board and the membership of this Association.

B. This Agreement shall thereafter continue in full force and effect until June 30, 2012, subject to the provisions of Article II of this Agreement and to the

right of the Association to negotiate over the terms and conditions of a successor Agreement. The Agreement shall not be extended orally and it is expressly understood that it shall expire on June 30, 2012.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be signed by their respective designees, and duly attested, all on the day and date first above written.

SUMMIT BOARD OF EDUCATION  
SUMMIT, NEW JERSEY 07901

SUMMIT SUPERVISORS ASSOC.  
SUMMIT, NEW JERSEY 07901

BY: \_\_\_\_\_  
Thomas O'Rourke, President

BY: \_\_\_\_\_

ATTESTED

BY: \_\_\_\_\_  
Louis J. Pepe, Board Secretary

BY: \_\_\_\_\_