

4-1218

#513



CONTRACT AGREEMENT
BETWEEN
SPOTSWOOD BOARD OF EDUCATION
AND
SPOTSWOOD SUPERVISORS ASSOCIATION

July 1, 1990 through June 30, 1992

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ARTICLE 1
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
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 to 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. 1. Employees shall work the same days as all ten (10) month certificated employees. Within this work year they shall complete all work required to close out at the end of the year. As part of their regular work year, they shall also work

five (5) more days between the end of the school year and September 1, to be scheduled at the discretion of the Superintendent. Additional days may be added at the discretion of the Superintendent, and shall be paid on a per diem basis.

2. The Supervisor of Guidance and Special Services shall work ten (10) additional days beyond the five (5) allocated for all supervisors. These days shall be scheduled at the discretion of the Superintendent and shall be paid on a per diem basis. Additional days may be added at the discretion of the Superintendent, and shall be paid on a per diem basis.

ARTICLE 4

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, resolutions to the problems which 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 any 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 his not being reemployed.
- 2. An "aggrieved person" or a "grievant" is that person or persons making the claim.
 - 3. A "party of interest" is the person or persons making the claim, or any person against whom action might be taken in order to resolve the claim.

C. Representation

- 1. Any grievant may be represented at any stage of the grievance procedure by himself or, at his option, by any member of the unit.
- 2. When the grievant is not so represented, the Association may be present, but may not state its views.

D. Procedure

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.

5. 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.

6. Steps

a. Level One

(1) A grievance to be considered under this procedure must be initiated by the employee within ten (10) working days of its occurrence. An employee with a grievance shall first discuss the matter with his principal or immediate supervisor either directly or, if he so desires, through his designated Association representative, with the objection of resolving the matter informally.

(2) If the aggrieved person is not satisfied with the results of the informal discussion, he shall set forth his grievance in writing to the principal or immediate superior, specifying the nature of his grievance, within ten (10) school days. The principal or immediate superior shall communicate his decision to the employee in writing within ten (10) school days of his receipt of the written grievance.

b. Level Two

The employee or the Chairman of the PR&R Committee, with the consent of the grievant, shall refer the grievance to the Superintendent of Schools within ten (10) school days after the disposition at Level One. The Superintendent shall render his written decision within ten (10) school days after receipt of said grievance. If a satisfactory settlement is not reached, the matter may then be referred to Level Three.

c. Level Three

The employee or the Chairman of the PR&R Committee, with the consent of the grievant, shall refer it to the Board within ten (10) school days. The Board shall render its written decisions within thirty (30) calendar days from the receipt of said grievance.

d. Level Four

(1) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three 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 may within ten (10) school days after the receipt of the Board's decision, request in writing that the Chairman of the PR&R Committee submit his 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 PR&R Committee 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 Public Employment Relations Commission (P.E.R.C.) by either party. The parties in interest shall then be bound by the rules and procedures of the Public Employment Relations Commission (P.E.R.C.) in the selection of an arbitrator.
- (3) The arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee 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 requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and to the Association and shall be final and binding on the parties in interest.

ARTICLE 5

INSURANCE PROTECTION

- A. The Board shall provide the following health-care insurance protection for employees working twenty (20) hours or more per week. Under 2.a. through 2.d. below, the Board shall pay the full premium for each employee and, in cases where appropriate, for family plan insurance coverage.
1. For each employee who remains in the employ of the Board for the school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. An employee joining the system during the year shall be enrolled as soon as the enrollment period allows.
 2. Provisions of the health-care insurance program shall be detailed in master policies and contracts and shall include:
 - a. Hospitalization Blue Shield and Rutgers H.M.O.
 - b. Surgical Blue Cross and Rutgers H.M.O.
 - c. Laboratory fees, Rider J (Blue Cross)
 diagnostic expenses
 and therapy treatments.
 (Board to pay H.M.O. up to cost of Blue Cross/Blue Shield)
 - d. Major Medical Prudential
- B. Effective July 1, 1988, employees shall be covered by a dental plan, including a family plan, if necessary. The maximum contribution by the Board for such insurance shall not exceed \$691.00 per contract year for any enrolled employee.
- C. Effective July 1, 1988, employees shall be covered by an employee-only prescription plan. The maximum contribution by the Board for such insurance shall not exceed \$320.00 per contract year for any enrolled employee.
- D. Only those employees who work thirty (30) or more hours per week are eligible for insurance under B. and C. above.
- E. The Board shall provide to each employee a description of the health-care insurance coverage provided under this section, no later than the beginning of each school year, which shall include a clear description of conditions and limits of coverage as listed above.

- F. The Board agrees to reopen negotiations with the Association over improved or additional insurances, or increases in insurance premium caps, if it agrees to improved or additional insurances or increases in insurance premium caps during the term of this agreement with any other collective negotiations unit in the district.

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 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 school 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 school year, provided said personnel have met the established criteria.
- G. A sabbatical leave shall be for a maximum of one (1) year at 50% of salary.
- 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

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- A. 1. All employees shall be eligible to receive reimbursement of tuition costs for courses taken in a college or university on a graduate level pursuant to the following:
 - a. Application for approval of courses is made in writing to the Superintendent before such coursework is undertaken.
 - b. The courses are undertaken not to produce a minimum credential for any position.
 - c. 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.
 - d. Reimbursement for approved courses will be authorized when the employee presents a transcript indicating a minimum performance standard of "B" or its equivalent.
 - e. The Superintendent's decision on all such applications shall not be grievable.
2.
 - a. The Board shall reimburse employees when the terms of 1. above are met. Such reimbursement shall not exceed \$1,400 per full time employee in any July 1 - June 30 period.
 - b. An employee will be reimbursed only upon submission of an invoice, a college bill (or copy) and a transcript indicating satisfactory completion of graduate level studies.
 - c. 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. Conference Attendance

When the Superintendent has given prior, written approval for employee attendance at an out-of-district conference or meeting,

the Board shall reimburse the employee for conference fees, mileage, and reasonable lodging, meals, and any other travel expenses.

C. Advanced Study

1. Leave without pay will be granted for the purpose of advanced study for the duration of one (1) calendar year. Application for leave must be made according to the timeline in Article 6, Section C.
2. Personnel on leave under this section shall be guaranteed return to their previous position without penalty.

ARTICLE 8

SICK LEAVE

- A. The present procedure and policy concerning sick leave shall continue and shall include ten (10) days of sick leave, cumulative for employees working a ten (10) month calendar.
- B. Effective July 1, 1983, 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. Effective July 1, 1988, 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 fifteen (15) years service in the Spotswood School District.
 4. Payment shall be at the rate of \$30.00 per day in 1988-89, and \$40.00 per day in 1989-90.
 5. Payment shall be for a maximum of one hundred (100) days in the case of a termination, and two hundred fifteen (215) days in the case of a retirement.

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, sister, grandparent, brother-in-law, sister-in-law, or any relative or friend domiciled with the employee.
- B. 1. All employees shall be granted, upon request, up to three (3) days' leave per school year, without reduction in pay, for personal reasons.
2. Effective July 1, 1983, employees newly-hired in the District shall receive prorated personal leave. Employees hired on or after November 1 shall receive two (2) days of personal leave during the first year of employment. Employees hired on or after March 1 shall receive one (1) day of personal leave during the first year of employment.
3. Each employee will receive sixty (\$60) dollars for each unused personal day at the end of the school year. For employees who work less than a full day or less than five (5) days per week, the following formula for computation of earnings shall be used:

$$\frac{\text{School year earnings } \underline{1/}}{\text{BA, 1st Step}} \quad \times \quad \$60.00 = \text{payment for unused day}$$

(1/Excludes payments for substitute work and extra-curricular compensation.)

In no case shall the payment exceed \$60.00 for each unused personal day.

4. If employees so choose, they may request in writing for their unused personal days to be transferred into cumulative sick days.

ARTICLE 10

CHILD-REARING LEAVE

- A. Applications for child-rearing leave shall be made by the employee to the Superintendent on forms provided by the Board at least four (4) months prior to the anticipated birth of the child.
- B. Child-rearing leave shall be granted to tenured employees without pay for the balance of the school year (concluding June 30) in which the child is born and for one (1) additional school year. The employee shall state whether he or she desires a leave solely for the balance of the school year in which the child is born or for an additional school year.
- C. If an employee, under B. above, has elected to take only a leave for the balance of the school year in which the child is born, the employee may apply for the additional full school year of such leave. Application shall be made on the child-rearing leave form provided by the Board and shall be received by the Superintendent no later than the April 1st prior to the termination of the leave granted under B.
- D. Any employee adopting a child shall be granted a child-rearing leave in conformity with the provisions of B. which shall commence upon the date such employee obtains custody of the child. Notice shall be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible, and if not, as soon as practicable. An extension of child-rearing leave may be made under the provisions of C.
- E. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated, under the provisions of D.
- F. Upon return from a child-rearing leave, all benefits to which the employee was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored.
- G. The Board shall not be required to grant a child-rearing leave of absence to any nontenured employee beyond the end of the contract school year in which leave is obtained and nothing in this Article shall be construed to require the Board to offer a new contract for a new school year to any nontenured employee who would not otherwise have been offered such a contract.
- H. During the term of his or her employment, an employee may receive no more than two (2) of the leaves under B. above.

- I. If during the term of any leave under B. or C. an employee is employed full time by another employer during any portion of the regular work day, he or she will be deemed to have terminated leave under said provision and to have abandoned his or her position.
- J. Under this clause, an employee may accept part-time employment and may substitute in the Spotswood School District.

ARTICLE 11

MISCELLANEOUS PROVISIONS

A. Dues Deduction

- 1. The Board agrees to deduct from the salaries of the members of this Association, such dues for the Spotswood Supervisors Association as shall be determined. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9), and under rules established by the State Department of Education. Said monies, together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Spotswood Supervisors Association by the 15th of each month following the monthly pay period in which the deductions were made.
- 2. The Spotswood Supervisors Association treasurer shall disburse such monies to the appropriate association. The association named above shall certify to the Board in writing the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Teaching Assignments

- 1. The teaching load for persons employed as supervisors shall be on the following basis:

<u>Number of Teachers Supervised</u>	<u>Maximum Number of Teaching Periods</u>
13 or more	1 teaching period
9 to less than 13	2 teaching periods
4 to less than 9	3 teaching periods
less than 4	4 teaching periods

2. Commencing February 1, 1987, the parties shall reopen negotiations over the teaching load formula in paragraph B.1. above, with any changes to be effective in the 1987-88 school year.
3. It is agreed that, for the period of this contract, the employee who oversees vocational funding grant work shall receive one (1) period of release time plus the release time guaranteed in B.1. above. This Agreement shall expire on June 30, 1988, and its continued inclusion in a successor agreement requires mutual agreement of the parties.
4. The Supervisor of Guidance shall have a maximum student load of one hundred and fifty (150).
5. Any employee who teaches an additional class over the number agreed in B.1. through 5. above shall receive \$2875 in each year of this agreement. For such assignment for less than the full school year, this amount shall be prorated over the number of teacher working days in the year.

C. Professional Association Membership

The Board agrees to pay professional association dues of employees for three associations, not to exceed a total equal to the annual regular dues of the New Jersey Principals and Supervisors Association.

- D. As a professional courtesy, any employee has the right to attend any adult school course tuition-free.

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 form within 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 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 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 \$100 per occurrence. Total Board liability under A. and B. during the term of this contract shall not exceed \$750.

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 D.1. below.
- 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. Employees' salaries shall be computed on a fiscal year basis July 1 to June 30.
- D. 1. The following salaries shall apply during the term of this Agreement:

	<u>1990-91</u>	<u>1991-92</u>
Stevens	\$46,200	\$49,800
Haas	46,200	49,800
Hayes	49,400	53,000
Karr	51,500	54,900
Rhodes	51,500	54,900

2. Supervisors shall be reimbursed for travel in their own vehicle on district business in accordance with Board policy, but at no less than twenty-five cents (\$.25) per mile. All out-of-district travel requires advanced approval from the Superintendent.

ARTICLE 15

DURATION

This Contract has been entered into for the period from July 1, 1990 to June 30, 1992.

FOR THE ASSOCIATION

FOR THE BOARD

President Date

President Date

Negotiations
Chairperson Date

Negotiations
Chairperson Date