

APRIL 8, 2010

AGREEMENT

between the

SOUTH BRUNSWICK BOARD OF EDUCATION

and the

SOUTH BRUNSWICK SUPERVISORS ASSOCIATION

July 1, 2009, through June 30, 2012

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ARTICLE 1
RECOGNITION

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the South Brunswick Supervisors Association, hereinafter known as "the Association," as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all employees titled and certified instructional supervisor, whether under contract, on leave, on a per diem basis, employed, or to be employed by the South Brunswick Board of Education, but excluding teachers, Superintendent, Assistant Superintendent, Board Secretary/Business Administrator, Directors, principals, vice-principals, assistant principals, program and assessment coordinators, administrative aides at Crossroads School and High School, Computer Development Specialist, House Leader, Activities Coordinator, and trainer.

B. Definitions

For the purpose of clarity, terms crucial to the interpretation of this contract are listed below:

1. Employee

When used hereinafter in this Agreement, this term shall refer to all professional instructional supervisory employees represented by the Association in the negotiating unit as above defined, and references to males shall include females.

ARTICLE 2
NEGOTIATION PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall begin no later than the date set by PERC. Any agreement so negotiated shall apply to all members. It shall be reduced to writing, and subject to ratification by both parties, be signed by the Board and Association, and be adopted by the Board.

B. Neither party in the negotiations shall have control over the selection of the negotiating representatives of the other party. Their representatives shall be clothed with all necessary power and authority to make and consider proposals and counter-proposals in the course of negotiations.

C. Each party may have consultants present during negotiations. When mutually agreed

upon, clerical assistance and consultants may be contracted by both parties, in which case the costs will be shared equally by both parties.

ARTICLE 3 GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a claim by a Supervisor or a representative of a supervisor that involves the appeal of an administrator's interpretation, application or alleged violation of policies and agreements; and/or administrative decisions affecting the supervisor. As used in this definition, the term "supervisors" shall mean also a group of supervisors having the same grievance.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Rights of the Aggrieved

Any individual supervisor represented by the association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her own appeal. He/she shall have the right to present his/her own appeal or designate a representative of the Association, or other persons of his/her own choosing to appear with him/her at any step in the grievance procedure. Whenever he/she chooses to have the persons appear with him/her, a representative of the Association will have the option of being present.

D. Grievance Notification

The Association shall be notified in advance of any grievance meeting which involves a supervisor who has chosen to be represented by the Association in that grievance.

E. Procedure

1. Conditions

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved supervisor to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified limits shall constitute acceptance of the decision rendered at that step. The time limits specified may be extended or reduced by mutual agreement of the parties involved at any level of the procedure.

- b. During and notwithstanding the pendency of any grievance, supervisors shall 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.
- c. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated or selected representatives.
- d. A grievance of a decision, interpretation, policy, or agreement, which is not within the prerogatives of the administration of the aggrieved supervisor's school building may be initiated at Level Two. A copy of the grievance shall, however, be given to the principals of the aggrieved supervisor's school buildings before the grievance is initiated.
- e. In the event a grievance is filed near the end of the school year, and the time limits extend beyond the school year, the number of days specified at various levels be changed so that

3 school days become 5 calendar days
 5 school days become 7 calendar days
 10 school days become 14 calendar days

with the following exception, if the principal or Superintendent is on vacation when the grievance comes to his/her level, the time schedule shall begin with his/her return unless he/she has designated another administrator to handle the grievance.

2. Level One

- a. A Supervisor with a grievance shall first discuss it with his/her building principals within thirty (30) calendar days of its occurrence. The supervisor shall state at the outset that he/she is initiating Level One of the grievance procedure.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the supervisor within five (5) school days, he/she shall set forth his/her grievance in writing to their principals specifying
 - 1. The nature of the grievance;
 - 2. the nature and extent of the injury, loss or inconvenience;
 - 3. the result of the previous discussion;
 - 4. his/her dissatisfaction with decisions previously rendered;

5. the remedy sought.

c. The principals shall communicate their decision to the supervisor in writing within three (3) school days of receipt of the written grievance.

d. A copy of every grievance, written statement of its resolution and relevant supporting documents shall be forwarded to the Superintendent of Schools by the building principals.

3. Level Two

No later than five (5) days after receipt of the decision the supervisor may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must state the grievance submitted to the principal as specified above and the supervisor's dissatisfaction with the principal's decision. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing to the supervisor and the principals.

4. Level Three

If the grievance is not resolved to the supervisor's satisfaction, he/she may request a review by the Board of Education. This request must be submitted no later than five (5) school days after the receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools who shall forward it along with all related papers to the Board of Education. The Board shall review the grievance, and shall at the option of the Board, hold a hearing with the supervisor and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

5. Arbitration

a. If the decision of the Board does not resolve the grievance to the satisfaction of the supervisor and the supervisor wishes a review by an arbitrator, he/she shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision, except in the case of a grievance involving any of the following points

(1) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either

(a) beyond the scope of Board authority or

(b) limited to action by the Board alone.

(2) A complaint of a non-tenured supervisor which arises by reason of his/her not being reemployed.

- (3) A complaint of a supervisor in a non-tenured position which is made solely by reason of his/her not being employed, reemployed, retained, or continued in his/her position.
- b. The following procedure will be used to secure the services of an arbitrator.
 - (1) A request shall be made by the Association within seven (7) calendar days of the notification of the Superintendent to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - (2) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- c. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding. Only the Board and the supervisor and his/her representative shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) days of the completion of arbitrator's hearings.
- d. The arbitrator's fee shall be shared equally by the Board and the Association.

ARTICLE 4
RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States that it shall not discriminate against any supervisory employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association; his participation in any activities of the Association; collective negotiations with the Board; or his institution of any grievance; complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

ARTICLE 5
RIGHTS OF THE BOARD

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of State Law, retains the right, subject only to limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations.
1. to hire, promote, transfer, assign and retain supervisors in positions within the school district, and to suspend, demote, discharge or take other disciplinary action against employees,
 2. to abolish any such positions for reasons of economy or because of reduction in the number of pupils or of change in the administration or supervisory organization of the district or for other good cause (N.J.S.A. 18A),
 3. to maintain the efficiency of the school district operations entrusted to them,
 4. to determine the means by which such operations are to be conducted and,
 5. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. The rights of the Board shall include but not be limited to, the provisions set forth in this paragraph.

ARTICLE 6
ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees that the Association shall have access to all available information concerning the financial resources of the district together with information which may be necessary for the Association to process any grievance. The Board shall provide such data in a reasonably prompt manner. In most cases, this shall not exceed two full weeks from the date of the association request.

B. Released Time for Meetings

Whenever any member of the association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay and/or benefits.

C. Use of School Buildings

Representatives of the association shall be permitted to transact official association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and that prior approval is received from the building principal.

D. Use of School Equipment

The association shall have the right to use school facilities and equipment, including typewriters, computers, telecommunications resources, copy machines, other duplicating equipment, calculating machines and all types of audio/visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment incident to such use.

E. Exclusive Rights

The rights and privileges of the association and its members as set forth in this agreement shall be granted only to the association as the exclusive representative of the supervisory employees, as defined in the unit, and no other organization.

F. Agency Shop

1. Purpose of Fee

If any employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the association as majority representative. A list of such employees shall be supplied to the Board by the Association.

2. Amount of Fee-Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the association to its members for that membership year. The representation fee to be paid by non-members will be 85% of that amount.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee, no further payment will be required.

4. Changes

The Association will notify the Board in writing of any changes in the list provided for in Section F. paragraph 1, above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten days after the Board received said notice.

5. New Employees

Any new employee within the unit who fails to join the Association within sixty (60) days will be added to the agency shop list for deductions. Any unit member may appeal the amount of dues assessed. The officers of the unit shall constitute the appeal board.

6. Conflict With Other Units With Agency Shop

In negotiating with other bargaining units in the district related to agency shop provisions, the Board of Education shall exempt all supervisory employees from any agency shop claims from any unit other than the one in which the supervisory employee is eligible for membership.

7. Indemnity Clause

The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

ARTICLE 7
EVALUATION

A. Right to Full Knowledge

The Board of Education and Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his supervisor respecting the effectiveness of his performance and that, further, he is entitled to receive such recommendations that will assist him in increasing the effectiveness of his performance.

B. Frequency of Review

Evaluation of tenured or non-tenured supervisory staff shall follow the procedures as required by law. The Superintendent may establish procedures which exceed the legal requirement.

C. Evaluation Procedures

1. Copies of Reports

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him. No written evaluation may become part of an employee's personnel file without the employee's signature. Further, each employee shall receive a copy of each written evaluation.

2. A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with N.J.A.C. 6: 3-1.21. At such time, the employee is entitled to have his response to the evaluation heard and appended to the evaluation report.

3. Notice of Contract Renewal

Each nontenured supervisory employee shall receive written notice, prior to April 30 of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

ARTICLE 8
LEAVES OF ABSENCE

A. Sick Leave

1. Supervisors shall be granted ten (10) days of sick leave per year. Any unused sick leave shall be accumulative.
2. Bargaining unit members newly employed after the beginning of any school year shall, at the time of employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the school year. Any portion of a month shall be considered as a full month.
3. In no event shall a supervisor be eligible to accumulate more than ten (10) additional sick leave days in any one (1) academic year.
4. Employees who lose time due to an injury inflicted by a student or due to an injury suffered while quelling a disturbance shall not have time charged against accumulated sick leave.
5. Any employee who has completed fifteen (15) years of service in South Brunswick, will receive upon retirement from the district, payment for sick days accumulated in South Brunswick. Payment for unused accumulated sick leave will be 50% of the eligible days at the rate of \$100.00 per day. A unit member who passes away has the retirement benefit for unused sick days and unused vacation days paid to his/her estate.

B. Extended Disability

1. Total Disability

"Total Disability" shall mean one which,

- a. Results from bodily injuries or disease, and
- b. Wholly prevents the supervisor from engaging in his/her regular occupation; or assuming duties assigned by his/her superior taking into

consideration the nature of the disability.

- c. The supervisor must be under the care of a Physician. The Board may require examination and statements from doctors of its own choosing as frequently as it is deemed necessary.

2. Eligibility

- a. Extended total disability benefits shall be payable to all full-time supervisors who are on an annual contractual agreement with the South Brunswick School System, regardless of the term of service previously performed prior to total disability.
- b. Benefits shall not be available to any supervisor who has been notified that his/her services are to be terminated or his/her contract not renewed, prior to the start of total disability, except as provided in paragraph d. below.
- c. Benefits shall not be available to any supervisor who submits his/her resignation in writing prior to the start of his/her total disability.
- d. Benefits to a supervisor whose services are to be terminated by a specific date, for whatever reason, and whose total disability preceded the notice of termination of such services, shall be paid only to the date of such termination provided the supervisor is totally disabled at that time.
- e. A recurrence of the same disability within one hundred and eighty (180) days of discontinuance of benefits shall be considered a continuation of the original disability.

3. Benefits

- a. A supervisor becomes eligible for payment under this Section: only after using one hundred (100%) percent of available accumulated sick leave days or waiting thirty (30) calendar days after the onset of the disability, whichever is longer.
- b. The amount of the monthly payments shall be determined in the following manner:
 - (1) The basic monthly salary shall be computed by dividing the annual salary by the number of months the supervisor is required to perform service, as provided in the annual contract.
 - (2) Ten (10) month supervisors (from September to June) shall not be eligible for benefit payments under this program during the months of July and August.

(3) Payments shall be made at the rate of sixty-seven (67%) percent of a supervisor's salary subject to the limitations of e. below, at the time disability began except that there shall be a three thousand four hundred dollar (\$3,400) monthly limit on payments under this Section.

- c. The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as an employee by four (4). Benefits also shall be payable for a portion of a month. Benefits shall be payable for a maximum of one (1) school year (12 months).
- d. In no case shall benefits be payable concurrently with payments received by a supervisor for retirement under the Social Security Program or any state employees' or teachers' pension plan.
- e. Benefits under this program shall be reduced by the amount of any Worker's Compensation payments and by disability payments under Social Security. The supervisor shall be required to apply for such payments, if potentially eligible.
- f. Once disability eligibility begins under this Article and if a supervisor is eligible for Social Security disability payments his or her payments under this section shall not be further reduced by any cost-of-living increases under the Social Security Act.

4. Exclusion of Benefits

- a. Benefits shall not be payable for a disability resulting from:
 - (1) Disease or bodily injury willfully and intentionally self-inflicted.
 - (2) Injury incurred or disease contracted prior to becoming an employee of the South Brunswick School System, unless employed for more than three (3) years in this system.
 - (3) Declared or undeclared war, insurrection, invasion, rebellion, revolution, Civil War, or Civil Riot.
- b. Benefits shall not be payable while a salary is being paid through the use of accumulated sick leave.

5. Procedure for Applying for Benefits
 - a. An application for total disability benefits under this program must be accompanied by a physician's certificate listing the nature of the condition and the probable length of total disability of the supervisor.
 - b. An application for total disability shall be submitted only after the sick days, under the terms of B.3.a. have been used to cover absence resulting from his/her total disability or, in the event the supervisor has fewer accumulated sick leave days than can cover the alternative waiting period, thirty (30) calendar days, whichever is longer.

ARTICLE 9
TEMPORARY LEAVES OF ABSENCE

Supervisors shall be entitled to the following temporary non-accumulative leaves of absence:

A. Personal Leave

1. Two (2) days or four (4) half-days personal leave per year with pay.
2. Supervisors newly-hired on or after February 1st shall receive one (1) day or two (2) half-days of personal leave.
3. Unused personal leave days for each year shall be converted to sick days and added to the supervisor's accumulated sick leave at the end of each school year. Additional days of absence, with the deduction of a substitute's salary, may be granted upon approval by the Superintendent for unusual or extenuating circumstances. The Association acknowledges that a supervisor's primary responsibility is to the students of the school district. Should the need arise to take a personal day, the supervisor shall consider the educational impact of his/her absence on the students.

B. Absence for Death

1. Five (5) days leave of absence with pay will be granted upon request when death occurs in the immediate family. Immediate family is defined to include spouse, children, brother or sister of the supervisor; parents, grandparents of supervisor or spouse; other family members for whom the supervisor is legally responsible, and any other member of the immediate household.
2. One (1) day leave of absence with pay may be granted upon approval by the Superintendent, or his/her designee to attend the funeral of a close relative or a close friend.
3. Three (3) days leave of absence with pay will be granted upon request in the event of the death of a grandchild, brother-in-law or sister-in-law.

C. Legal Proceedings

Time necessary for appearances in any legal proceedings connected with the school system or which involves a South Brunswick student which the supervisor is required or requested to attend shall be granted without loss of pay. No salary deductions shall be made for absence when subpoenaed to be witness in court. Those supervisors called for jury duty shall be paid at their regular rate less compensated fees for jury duty. This section shall only be applicable when the supervisor is actually requested to be in court by an officer of the court.

D. Absence During Working Days

Supervisors may not leave the schools in which they work during their assigned working day without permission.

E. Job Connected Injury

Supervisors absent due to a job connected injury shall be entitled to full salary for each week of absence up to one (1) calendar year without such absence charged against his/her accumulated sick leave. Such salary shall be paid for absence during the waiting period and during the period the supervisor received or was eligible to receive temporary disability benefits under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary paid or payable to the supervisor pursuant to this section shall be reduced by the amount of any workers compensation award made for temporary disability.

ARTICLE 10
EXTENDED LEAVES OF ABSENCE

A. Extended Leaves of Absence

1. A leave of absence without pay shall be granted to supervisors for military service in accordance with N.J.S.A. 18A:6-33. Upon recommendation of the Superintendent, any tenured professional staff member under this negotiating unit in the South Brunswick School System may be granted a leave of absence without pay for the purpose of study, teaching, or any approved activity leading to professional growth.
2. A supervisor returning from such leave shall be placed on the step of salary schedule he/she would have attained had he/she remained in the school system

B. All other leaves of absence may be granted in accordance with Board Policy.

C. Child Rearing Leave

1. In the case of the birth of a child, any supervisor shall have the right to apply for a leave without pay for child-rearing purposes.

2. Application for child-rearing leave shall be made by the supervisor to the Superintendent at least three (3) months prior to the anticipated birth of the child.
3. Child-rearing leave shall be granted to tenured supervisors for the balance of the school year (concluding June 30) in which the child is born and for two (2) additional school years. The tenured supervisor 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.
4. A supervisor who is on child-rearing leave under the provisions of C.3. may apply for an 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 C.3.
5. Any supervisor adopting a child shall be granted a child-rearing leave in conformity with the provisions of C.3. which shall commence upon the date such supervisor obtains custody of the child. Since such date of custody cannot be predicted in all cases, notices 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 provision of C.4.
6. Nothing herein shall prevent the supervisor and the Board from agreeing that a supervisor may return sooner than the leave termination date granted if earlier return is administratively convenient to the Board and is not medically contraindicated.
7. Upon return from child-rearing leave all benefits to which the supervisor was entitled at the commencement of leave, including unused sick leave, shall be restored. Effective July 1, 1986, this provision does not extend to reinstatement of the percentage level under dental insurance. An employee returning from this leave shall receive dental insurance based upon the rules of carrier.
8. A supervisor not on tenure who becomes an expectant mother, shall give written notice of the fact at least three (3) months before the confinement date. The date of her resignation and termination of her service shall be determined on an individual basis. Should she wish to return to the staff at a later date, careful consideration shall be given her application. If the date of termination should fall on or after April 1st of the third (3rd) year of the probation period and she is recommended for tenure, the date of her possible return shall be determined by the same policy as given the return of supervisors on tenure.
9. The Board of Education shall pay the cost of medical insurance for tenured supervisors three (3) months following the start of the leave or for one (1) following the birth, whichever occurs first.

ARTICLE 11
SABBATICAL LEAVE

A. Supervisors may be granted a sabbatical leave after seven (7) years service in the South Brunswick Township Public Schools for the purpose of: extended travel, advanced study, research, work or study, which will improve performance as a supervisor and/or will benefit the school system or portions thereof.

B. Limitations

1. Supervisors may be granted a sabbatical leave after seven (7) years service in the South Brunswick Township Public Schools. When granted, said leave shall be for one (1) full year at half (1/2) salary or for half (1/2) year at full salary.
2. Only one supervisor may be granted sabbatical leave in any one (1) calendar year.
3. The recipient of a sabbatical leave shall agree to return to the school district for one (1) year after completion of the leave.
4. Upon returning from leave, the supervisor shall be placed upon the step of the salary guide which he/she would have attained had she/he not taken said leave.
5. No supervisor shall be eligible for a second sabbatical until she/he has served an additional seven (7) years.

C. Eligibility

Any professional staff member under contract with the Board of Education, who has been employed for seven (7) or more years in the school district shall be eligible to make application.

D. Application Procedure

The applicant shall submit application for sabbatical leave on or before January 1st of the school year preceding the possible leave. Receipt of applications shall be acknowledged by the Superintendent of Schools within seven (7) calendar days after their receipt.

E. Form of Application

Application shall be concise and shall state:

1. Rationale or goals which the person intends to achieve.
2. Need of the school system or need of the individual to undertake the sabbatical.
3. Plan for achieving the goal or goals set forth.
4. Plans for implementing the findings and/or disseminating information upon return.

F. Selection of Recipients

A committee consisting of a teacher from each school building, an elementary, middle and high school administrator and a central office staff member shall establish criteria and review applicants for sabbatical leaves and shall recommend to the Superintendent the disposition of the requests.

G. Approval

Formal approval shall be granted to recipients on or before the first regularly scheduled meeting of the Board of Education in March.

ARTICLE 12
WORK YEAR

- A. The work year for employees shall consist of two hundred (200) days. Days worked which are not days when school is in session shall be reported to the building principal. Days which are worked beyond the 200 as approved and budgeted by the Superintendent will be paid by voucher at the rate of 1/200 of the yearly salary.
- B. Supervisors shall attend the summer administrative workshop (one day) if it is scheduled in the last two weeks of August (starting with a Monday). This day counts as one of the 200 work days. Supervisors shall attend District-wide administrative workshops during the school day. Supervisors shall attend the annual Education Summit (one evening).

ARTICLE 13
VACANCIES

A notice of vacancies in an administrative position shall be posted and a copy sent to the Association ten (10) calendar days before the final day when applications must be submitted. The notice of vacancy shall set forth the position, its qualifications, its duties, and the rate of compensation. It is understood that the qualifications for any such position shall not be changed while applications are pending.

ARTICLE 14
ASSIGNMENTS

Supervisors who are the primary evaluator for 27 or more certified teachers shall be assigned no more than one teaching period. Supervisors who are the primary evaluator for less than 27 certified teachers shall be assigned no more than two teaching periods. Assignments for non-teaching supervisors will be determined by the principal.

ARTICLE 15
PROFESSIONAL DEVELOPMENT

Effective July 1, 2008, the Board shall provide annually an amount equal to \$1,760 per supervisor for professional development programs selected by individual members. Procedures for administering this section shall be developed by the Association. Approval to attend programs shall not be unreasonably denied. Copies of the procedure must be submitted to the Superintendent and the Office of Personnel for approval prior to the start of each school year. Payment of professional development monies will not be made unless there is an approved procedure in place. Professional development monies may be used to pay membership dues in organizations that promote professional and curricular development. Professional development monies may not be used to pay dues to any organization that would represent the administrator in any collective bargaining or grievance hearing function. Professional development monies may be used for computer purchase under the following conditions: 1) can be used by a member every three years; 2) district owns the equipment; 3) item is returned to district upon leaving; 4) bulk order by members by August 1st of each year; 5) purchase will be approved and processed by the district technology department through an approved vendor.

ARTICLE 16
HEALTH BENEFITS

A. During the term of this agreement all supervisors and their eligible dependents will receive the following benefits:

1. Blue Cross/Blue Shield, Rider J and Major Medical benefits through N.J. State Employees Health Benefits program.

No earlier than April 1, 2010, any employee who is enrolled in Direct 10 shall pay the difference between the Direct 10 Plan option and the Direct 15 Plan option by way of equal payroll deductions. Employees will have the opportunity to switch Plan options prior to the implementation of this section.

2. Dental insurance for supervisor only through the N.J. Dental Service Plan with a \$25.00 deductible.
3. Blue Cross Pharmacy Plan - Effective July 1, 2005 the prescription co-pay is \$15 for brand name (generic equivalent available), \$10 for brand name (no generic equivalent available), \$3 generic and \$5 mail order. Effective July 1, 2010, the prescription co-pay for an employee shall be \$20 for brand name with a generic equivalent available, \$15 for brand name with no generic equivalent available, \$3 for generic, and a mail order of the same relevant co-pay (\$20, \$15, \$3) for a 90 day supply.

Effective July 1, 2002, any increase over the 2001-2002 prescription premium for dependent coverage shall be borne equally by the parties.

B. There shall be a single/full family dental plan. Unless and until a change is negotiated

by the parties, the Board's maximum contribution to the family dental plan shall not exceed \$507 over the single plan cost per enrolled unit member per year. If the cost of the insurance exceeds the per enrolled unit member cost of \$507 plus the single plan cost, the additional cost shall be borne by the supervisors covered by the family plan.

- C. Effective July 1, 1996, unit members whose official employment commences on or after July 1, 1996, shall be covered by single prescription and dental insurance for the first three (3) years of employment. Said unit members may buy into other enrollment levels.
- D. Effective July 1, 2005, the buy-in prescription and dental benefits for retired employees is eliminated. Retired employees who are purchasing prescription and/or dental insurance at the applicable group rate(s) shall continue to be eligible to buy such insurance until their five (5) year eligibility period expires. The following provisions continue to cover these already-retired employees:
 - 1. An employee who elects to be so covered may give up such coverage by giving the Board one (1) month's written notice of such a decision prior to July 1.
 - 2. Subsequent cessation of coverage under 1. above constitutes a waiver of the applicable insurance for the remainder of the five (5) year period.
 - 3. The Board shall inform the retiree of the applicable rate(s) in writing. The retiree shall forward to the Board payment for such insurance prior to July 1 each year. Failure to advance such payment shall constitute a complete waiver of the applicable insurance(s) for the remainder of the five (5) year period.

ARTICLE 17
SUPERVISORS' SALARY GUIDE

BASE SALARIES

NAME	2009-2010	2010-2011	2011-2012
Faigin	\$87,568	\$91,110	\$94,678
Laskin	\$89,210	\$92,752	\$96,320
Decker	\$89,368	\$92,910	\$96,478
Gonzalez	\$93,697	\$97,239	\$100,807
Alfieri	\$97,223	\$100,765	\$104,333
Coyle	\$99,693	\$103,235	\$106,803
Gleim	\$100,696	\$104,238	\$107,806
Suskin	\$100,947	\$104,489	\$108,057
Pruce	\$101,518	\$105,060	\$108,628
Scerbo	\$103,601	\$107,143	\$110,711
Ketterer	\$104,110	\$107,652	\$111,220
Wright	\$113,097	\$116,639	\$120,207

The base salary shown above includes the appropriate degree differential under C. below in effect as of July 1, 2009.

A. Supervisory Differential

Supervisors who supervise 20 or more teachers shall receive a differential of \$1,100. Supervisors for district-wide teachers K-12 shall receive a differential of \$1,600. In no event shall a supervisor receive more than one differential. The differential is added to the Base Salary shown above.

B. Salary Ranges

The ranges for salaries for newly hired supervisors not listed above will be:

\$84,800 to \$101,177

Supervisors hired on or after July 1, 2008, shall be paid the amount agreed to between the Board and the newly-hired supervisor which must be an amount within the ranges set forth above. In establishing the initial total salary, the base salary and stipends shall be listed separately in a letter which goes to the new supervisor, with a copy to the Association. The initial total salary also includes any payment for graduate credits or degrees earned beyond the Masters' Degree.

C. Change of Degree

Members of this association shall be eligible for an additional \$1,000 differential in salary upon attainment of the following degree levels: MA+30, MA+60 and Doctoral degree level. The following rules shall determine change in degree level:

- a. Only graduate courses that apply directly to the teaching certification or teaching area shall be counted toward degree change.

- b. In each 30 credit block of graduate credits, a maximum of twelve (12) credits shall not be subject to the limitations of a. above.
 - c. In order for credits, not falling under the terms of a. or b. above, to be counted toward degree credit, the supervisor must receive prior written approval of the Superintendent. His/her decision shall not be subject to Article 3.
 - d. Credits falling under the terms of a. and b. or approved under c. shall count for degree credit only if the supervisor attains a grade of "B" or better. A "Pass" grade will be acceptable only if the supervisor has not been offered the choice of a number/letter grade rather than a "Pass-Fail". Failure to select a letter grade when offered shall eliminate such credits from consideration.
 - e. Graduate courses taken by a supervisor who was hired on or after July 1, 1985, which are necessary to obtain a certification to maintain a position may not be counted toward degree credit. Graduate courses taken for other certifications are governed by a. through c. above.
 - f. For supervisors hired after July 1, 1985, only applicable graduate credits earned after the last degree level was attained may be used for degree credit.
 - g. The base salary shown above under "BASE SALARIES" includes the appropriate degree differential in effect as of July 1, 2009.
- D. Summer payments shall be made on July 15, as direct deposits, as applicable.
 - E. Effective July 1, 2008, all unit members shall be paid through a direct deposit system under rules established by the Administration.

ARTICLE 18
PROTECTION OF EMPLOYEES AND PROPERTY

- A. The Board of Education shall carry an insurance policy to provide Workers Compensation for any supervisor who is injured while in performance of his/her duties.
- B. The Board of Education shall carry liability insurance to protect all supervisors in court suits arising out of the performance of office or duties.
- C. The Board shall endeavor to protect the supervisors, students and property from physical injury and shall endeavor to do everything within its power and means to do so to assure safe conditions in the schools, and in school buses.
- D. In the event of litigation, civil or criminal, the Board will extend to its professionals all of the protection afforded by the Statutes of the State of New Jersey.

ARTICLE 19
DEDUCTIONS FROM SALARY

A. Tax Sheltered Annuity

An employee may authorize the Board to make deductions for the purposes of tax-sheltered annuities pursuant to the provisions of R.S.18A:16-127, et seq., and the terms of a group contract approved by the Board.

ARTICLE 20
MISCELLANEOUS

A. Use of Automobile

All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the rate established by the State of New Jersey for its employees.

B. Printing of Agreement

The Board will, at its own expense, print sufficient copies of this Agreement for present and future Association members.

ARTICLE 21
ENROLLMENT PLAN

Children of full-time tenured supervisors shall be entitled to enroll in the South Brunswick School District according to the district's open enrollment policy. The supervisor shall be required to pay 20% tuition. The schedule of payments shall be established by the district's business administrator.

ARTICLE 22
LEGALITY OF AGREEMENT

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

ARTICLE 23
DURATION OF AGREEMENT

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. This Agreement shall be effective as of **July 1, 2009, and shall continue in effect through June 30, 2013**, subject to the Association's right to negotiate over a successor agreement, as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

SOUTH BRUNSWICK SUPERVISORS ASSOCIATION

_____ President

_____ Secretary

_____ Date

SOUTH BRUNSWICK BOARD OF EDUCATION

_____ President

_____ Secretary

_____ Date