

989

AGREEMENT

SCHOOL YEARS 1990-91, 1991-92, 1992-93

BETWEEN

HAWTHORNE SUPERVISORS' ASSOCIATION, INC.

HAWTHORNE HIGH SCHOOL
PARMELEE AVENUE
HAWTHORNE, NEW JERSEY
07506

A NON-PROFIT CORPORATION OF NEW JERSEY

AND

BOARD OF EDUCATION OF THE BOROUGH OF
HAWTHORNE IN PASSAIC COUNTY

A MUNICIPAL CORPORATION OF
NEW JERSEY

NEGOTIATIONS COMMITTEE:

REPRESENTING THE HAWTHORNE BOARD OF EDUCATION:

Mr. Edward D. McGuirk
Mr. Joseph P. Lembo
Mr. Alfred Gaechter, Jr.

Mr. Garret G. Sinning, President

REPRESENTING THE HAWTHORNE SUPERVISORS' ASSOCIATION:

Mr. Bradley Lakefield
Mr. Jack Di Salvo

Miss Marie Patella, President

PREAMBLE

In order to effectuate the provisions of Section 19, Article I, The Constitution of the State of New Jersey:

Persons in public employment shall have the right to organize, present to and make known to the State or any of its political sub-divisions or agencies, their grievances and proposals through representatives of their own choosing.

Agreement entered into this 11th day of September A.D. One Thousand Nine Hundred and Ninety. Between: The Hawthorne Supervisors' Association, Inc., a non-profit corporation of the State of New Jersey, hereinafter referred to as the "Association", and the Board of Education of the Borough of Hawthorne in Passaic County, a Municipal Corporation of the State of New Jersey, 07507, hereinafter referred to as the "Board". Witnesseth: That for and in consideration of the mutual promises, terms, covenants, conditions, and agreements as hereinafter contained, the Association and the Board do hereby agree as follows:

ARTICLE I

RECOGNITION

The Board does hereby recognize the Association for the term of this agreement as the exclusive bargaining representative of the Public Employee Membership lawfully upon the Association rolls, all as defined and in accordance with Chapter 123, P.L. 1974, and further known as NJRS 34:13A-1, the Acts Amendatory thereof and Supplementary thereto, but excluding herefrom, the Superintendent of Schools, Assistant Superintendent of Schools, Principals and Executive Personnel, office clerical, maintenance, and operating employees; inclusive, however, of Department Supervisors.

ARTICLE II

DEFINITIONS

There is incorporated herein and made a part hereof the definition of all words found and set forth in the rules of the Public Employment Relations Commission, Subtitle C (Chapters 10 through 19) of Title 19 of the New Jersey Administrative Code as drawn in accordance with Chapter 123, P.L. 1974 and all definitions as set forth under NJSA 34:13A-3. Also defined are the following words:

"Association" shall mean the Hawthorne Supervisors' Association, Inc., so long as it shall remain the lawful bargaining agent for these Public Employees of the School District of the Borough of Hawthorne, as provided by law.

"Board" shall mean the Board of Education of the Borough of Hawthorne in Passaic County.

"Grievance" shall mean a matter of complaint by an employee or a unit of the Association alleged to have suffered a loss, injury, had a legal right invaded, or suffered an injustice, all as a result of a violation or inequitable application of the provisions of this agreement and as the same may relate to the interpretation, application or violation of policies, agreements and administrative decisions affecting them. Or by reason of an act or condition contrary to established school policy or school law.

"Aggrieved Persons" shall mean the employee, employees or the Association as a whole.

"Unit" and "Association" shall be one and the same by definition and may be interchangeably used in the Agreement.

"Days" shall mean school teaching days.

"Supervisors" shall mean those employees serving in the capacity of either department supervisor and/or Athletic Director.

ARTICLE III

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement according to the timetable established by the Public Employee Relations Commission.

Any agreement so negotiated applying to members of the unit aforesaid shall be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

- B. Whenever State and/or Federal funds return to the District in the form of new monies to improve, expand, implement, or initiate program development utilizing Association unit personnel, the Board and the Association shall reopen negotiations relative to the expenditure of said funds pertinent to employment terms and conditions of Unit employees accordingly.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the Board and the Association.
- D. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.

ARTICLE IV

GRIEVANCE PROCEDURE

- A. Introduction:

1. Supervisors in the employ of the Board of Education of the School District of the Borough of Hawthorne, Passaic County, New Jersey, shall have the right to make known their individual grievances through the administrative channels of the said school system. Individuals or the Association presenting personal or unit grievances respectively, shall be assured at all times of freedom from restraint, interference, coercion, discrimination, intimidation or reprisal in presenting the appeal. The individual or the Association shall have the right to present the appeal or to designate a representative of the Association, Attorney at Law, or other person of his or the unit's own choosing to appear with him or the Association at any step of the proceeding in the appeal procedure.

B. Procedure:

1. An employee or the unit who has a grievance shall present it to the immediate superior for consideration, discussion and determination of the matter. The entire procedure shall be informal and shall be resolved forthwith by the person before whom and to whom it has been presented.
2. In the event that the matter is not resolved to the satisfaction of the employee or the unit within seven (7) school days from the date of the determination of said employee or the unit shall set forth the grievance, in writing on the approved form, to the Administrator or the Superintendent as the case may be to which said employee or unit has been assigned. The writing shall set forth:
 - a. The nature of the grievance.
 - b. The prior disposition thereof.
 - c. The reason(s) for the dissatisfaction with the prior finding.
3. It shall be the duty of the Administrator or the Superintendent as the case may be to render a decision in the matter using the approved form within three (3) school days from the receipt of said grievance, delivering a copy of the decision to the employee and the Association.
4. The employee or Association within three (3) school days from the receipt of said decision, shall have the right of appeal to the next chain of command as the case may be. The appeal shall be on the approved form and shall state:
 - a. The grounds of the grievance.
 - b. Prior disposition thereof.
 - c. The reason or reasons for the dissatisfaction with the prior findings.

It shall be signed by the employee or the unit representative submitting the appeal and shall be dated. It shall be the duty of the Superintendent or the Board as the case may be to:

- a. Confer with the administrator relative to the matter.
- b. Confer with the aggrieved relative to the matter, and
- c. Confer with both relative to the matter.

The Superintendent or the Board shall forthwith examine and consider all of the evidence presented and shall within a period of seven (7) days from the date of the conference with all parties in interest, submit his or the Board's decision in writing. A copy of the decision shall be forwarded to the employee or unit aggrieved. A copy shall be forwarded to the principal involved. A copy shall be filed with the District Secretary of the Board.

5. Should the grievance be not settled after presentment to the Superintendent of Schools, the entire matter, including the written appeal, items of evidence presented and any and all documents and proceedings related to the cause, shall be transmitted to the District Secretary, who shall forthwith advise the President of the Board of the receipt of same. The District Secretary shall make a separate, complete file thereof. The President of the Board shall issue a call for a special closed hearing of the Board of Education as a whole within seven (7) days from the receipt of the notification of the District Secretary that the file has reached his office and direct that the aggrieved, the administrator, the Superintendent and any and all witnesses and parties in interest in the matter be summoned and/or subpoenaed to appear before the said Board. The call for said special hearing shall be in writing and all summons and/or subpoenas shall also be in writing, attested to under the signature of the District Secretary and the seal of the Board.
6. The Board of Education, en banc, shall hear the entire matter, de novo, and at the conclusion thereof, shall render a written decision thereon. The said decision, in writing, shall be rendered under the signature of the President, sealed and attested by the Secretary of said Board, within ten (10) days from the conclusion of the hearing. A copy of the decision shall be forwarded personally or by certified mail upon:
 - a. the aggrieved
 - b. the school principal
 - c. the Superintendent of Schools
 - d. the original to be filed in the office of the District Secretary of the Board of Education.

It shall be the duty of the District Secretary to file the same and record the said decision in its entirety in the files of the Board of Education.

7. Should the grievance be not then resolved to the satisfaction of the aggrieved, then in that event, the matter shall be submitted to arbitration to wit: The Public Employees Relation Commission for the assignment of an arbitrator. Should the services of the aforesaid Commission be not available, then in such event the services of the American Arbitration Association shall be used. The said grievant may within twenty (20) school days from the receipt of the aforesaid decision submit the grievance to arbitration. Such notice may be filed with the District Secretary of the Board of Education at the Board Offices.

2. Class Grievances:

1. All matters specifically contained in the written contract between the parties shall be considered proper subject matters for advisory arbitration.

2. Any contract matter having specific document reference shall be subject to advisory arbitration.

D. Individual Grievances:

1. Any member of the recognized unit may submit his personal grievance to final and binding arbitration provided said grievance be not sham or frivolous.
2. Said grievance shall be initiated by the individual affected.
3. Such matters that have a basis for interpretation, application or violation of the existing contract as shall affect an individual member shall be considered proper subject matter for final and binding arbitration.
4. In the event a grievance, initiated by an individual, results in a determination that could affect more than one member of the unit, then in such event, the said determination shall henceforth apply to all cases having the same issue and the same claim for relief.
5. It is understood and agreed between the parties to this agreement that the individual who avails himself of the provisions for final and binding arbitration, shall use no other means of redress once the grievance procedure is exhausted. The aforesaid provisions for final and binding arbitration shall be considered a terminal step.
6. The cost for the services of the arbitrator, including per diem expenses, if any and actual and necessary cost of travel, subsistence expenses and the cost of the hearing room, if any, shall be borne equally by the Board and the individual grievant and/or Association as the case may then be. Any other expenses incurred shall be paid by the party incurring the same.

E. General Provisions as to Grievances and Arbitration:

1. No reprisals shall be taken by the Board or by any member of the school administration against any party in interest, school representative, Association member or any other participant in the grievance procedure by reason of such participation. Nor shall the grievant take any action of reprisal against the Board or its representatives for such participation.
2. The filing or pending of a grievance shall in no way operate to impede or delay or interfere with the right of the Board to take any action complained of. The grievant shall continue under the direction of the Superintendent and administrators, regardless of the pendency of any grievance, until such grievance is properly determined.

3. The party in interest may be represented at all stages of the grievance procedure by a person of his own choosing. However, the grievant shall not be represented by a representative or officer of any competing supervisory organization. If a grievant is not represented by the Association, the Association reserves the right to be present and submit its views and comments at all of the stages of procedure, except level one (1) of the said grievance procedure.
4. With the exception of level one (1) of the steps of procedure, failure to communicate the decision in writing relative to a grievance, within the stated time limit, shall permit the grievant to proceed to the next step. Failure at any step to act by the grievant within the time stated shall preclude the grievant from continuing his action.
5. Specified time limits in the procedural steps shall only be changed by mutual agreement, signed by the Superintendent of Schools, the Board President and the President of the Association.
6. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and not made part of the personnel files of the participants.
7. The Association agrees that it will not bring or continue nor will it represent any employee in any grievance which is similar to a grievance denied by the decision rendered by and as a result of arbitration and the Board agrees that it will apply to all like situations, the decision rendered as the result of arbitration sustaining a grievance.
8. In the course of investigating any grievance, representatives of the Association will report to the principal or representative in charge of the building visited, immediately upon their arrival and will orally state the purpose of their visit.
9. The parties shall avoid any interruption of classroom activities and further avoid the involvement of students in all phases of the grievance procedure, unless such students be required as witnesses.
10. Each grievance shall be initiated within five (5) school days from the occurrence of the cause for complaint. However, if neither the aggrieved nor/or the Association had knowledge of said occurrence at the time of happening, then the said grievance shall be initiated within five (5) school days of the first such knowledge by either the aggrieved or the Association. In no event, however, shall action be taken by any party as aforesated later than six (6) months from the date of the occurrence. Board notices shall be considered as binding the Association and all members of the negotiating unit with knowledge of the subject matter related in said notices after such notices have been appropriately dated and posted.

11. A member of the Association who is party in interest in any grievance shall not serve as the Association grievance representative in the processing of such grievance.
12. The parties in interest shall process grievances after the regular work day or at such other times which do not interfere with assigned duties, provided, however, that upon mutual agreement between the aggrieved, the Association and the Board, proceedings may be held during regular working hours. In such case, the aggrieved, the Association representatives and others necessary to the hearing shall be released from assigned duties without loss of salary.
13. This Association covenants and agrees that during the life of this agreement that it will not engage in any illegal strike or walkout, nor shall it engage in any illegal sanctions against the Board.
14. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commission of Education, the Board of Education is forbidden to waive any rights or powers as granted by law.

ARTICLE V

SCHOOL BOARD RIGHTS

The Board shall have all the rights, privileges, immunities, power and authority as conferred upon and vested in by any and/or all Constitutions, Laws, Statutes, Ordinances, Rules, Resolutions, Regulations and Citations of Case Decisions as applicable to School Boards of the State of New Jersey.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees that every employee shall enjoy all the rights, privileges, immunities and protections as guaranteed and provided under and by virtue of the Constitution of the State of New Jersey, the Public Laws of the State of New Jersey, including but not limited to Chapter 123, P.L. 1974, cited NJRS 34:13A-1-11, et seq., Title 18A/Education Law, State of New Jersey, the New Jersey Revised Statutes.
- B. The Board agrees to furnish to the Association in response to requests, all available public information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agenda and minutes of all public Board meetings and census data.

- C. Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- D. Representatives of the Association and the New Jersey Principals' and Supervisors' Association shall be permitted to transact official Association business on school property at all reasonable times as determined by the school building principal provided that this shall not interfere with or interrupt normal school operations.
- E. The Association and its representatives shall have the privilege to use school buildings for Association meetings with prior approval from the Superintendent of Schools, the principal of the school building in question shall be notified in advance of the time and place of all such meetings.
- F. The Association may have the privilege to use the interschool mail facilities and school mail boxes.

ARTICLE VII

SALARIES

A. Guides:

1. The salaries of all supervisors covered by this agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.
2. Other services and benefits to be provided to members of the Association and agreed to under this Agreement are set forth in Appendix "B".

B. Payment:

1. Supervisors employed on a ten (10) month basis, shall be paid in twenty (20) equal semi-monthly installments.
2. Supervisors employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
3. Supervisors may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the Supervisor on the final school day in June.
4. When a payday falls on or during a school holiday vacation or weekend, supervisors shall receive their paychecks on the first previous working day.
5. Supervisors shall receive their final check on the last working day in June.

- C. On the date of their employment, Supervisors will be placed on the proper salary step of the latest approved Salary Guide based upon the training and professional experience credited to them by the Board of Education.

Subsequent to the Supervisor's date of employment, advancement to each succeeding step on the Salary Guide is not automatic, but subject to the recommendation of the Superintendent of Schools and approval of the Board of Education.

- D. Qualifications for Classification on the Supervisor's Salary Guide:

1. The Supervisor's Salary Guide provides for four (4) separate levels of supervision based on full time equivalent:

<u>FTE</u>
0 - 4.9
5.0 - 10.9
11.0 - 15.9
16+

2. Qualifications:

- A. Master's Degree

A supervisor must hold a Master's Degree awarded by an accredited college or university.

- B. Supervisory certification issued by the New Jersey State Department of Education.

- E. Extra-Duty Compensation:

The following shall constitute the guidelines by which the administration shall determine who shall be eligible for extra-duty compensation in accordance with the provisions of the Supervisor's Contract:

1. In general, the basic distinction between an assignment which is eligible for extra compensation and one which is not, is the activity's relationship to the curriculum of the school.

A Supervisor assigned to an activity which is considered an integral part of the curriculum of the school or a direct outgrowth of the instructional program is not eligible for extra-compensation, such as: field trips; club advisorship; club meetings; after school remedial instruction; after school parent, student and administrative conferences; P.T.O. meetings; school fairs; back-to-school night; parent orientation night; teacher conferences; Christmas concerts, spring concerts, band concerts; and graduation exercises.

2. Basically, extra-duty compensation is intended to reimburse a Supervisor for time which he or she, as requested by the school administration, is called upon to devote to the supervision of school activities which are extra-curricular in nature such as:
 - a. Chaperoning dances which have been approved through normal channels sponsored by the school or sub-groups of the school.
 - b. Chaperoning plays or similar performances which are beyond the realm of natural outgrowth of classroom activities, such as: variety shows, class plays, club plays.
 - c. Extra-duty compensation rates will be used in determining hourly pay for driver education and home instruction teachers.

ARTICLE VIII

SUPERVISION HOURS AND TEACHING LOAD

A. Supervisor's Workday:

Supervisors' hours shall be from 8:00 a.m. through 3:40 p.m.

B. All Supervisors shall have a duty-free lunch period. Supervisors may leave the school buildings during their duty-free lunch period.

C. Attendance at meetings which are not school sponsored, such as P.T.A. activities, shall be at the option of the individual Supervisor, but the Board and the Association encourage active participation in such meetings as part of the supervisor's professional responsibility.

D. Class Coverage:

1. Supervisors will not be required to cover a class except in the case of an emergency. Therefore, Supervisors (like Administrators) shall not be remunerated for an emergency coverage.
2. Supervisors will be assigned to emergency class coverage only after all available certificated staff (excluding administrators) have been utilized.

E. Summer Work Schedule:

The work year shall be the standard school calendar, plus 5 days during the summer. The actual 5 days shall be mutually agreed upon between the supervisor and the administrator.

ARTICLE IX

SUPERVISOR EMPLOYMENT

- A. The employment of Supervisors shall be the responsibility of the Board of Education and the Superintendent of Schools. The Board agrees to hire adequately certificated supervisors, holding degrees of Master level or better from accredited colleges or universities as well as certification issued by the New Jersey State Board of Examiners for every supervisory assignment.
- B. Terms of Employment:
1. Terms of employment namely, awarding of prior experience credit, supervisor training classification and total annual salary, shall be consistent with the existing employment policy of the Board of Education and the school district's latest approved Teachers' Salary Guide.
 2. The Salary Guide shall be implemented in accordance with the following guidelines:
 - a. Number of FTE as described in Article VII, Section D, Paragraph #1.
 - b. Experience in teaching and related fields is eligible for consideration as approved credit for salary purposes.
 - c. Public school teaching experience, private school teaching experience obtained while eligible for State teacher's certification and other work experience which is closely related to individual supervisor's assignment in the Hawthorne School System shall be evaluated by the Superintendent of Schools and subject to the final approval of the Board of Education.
 - d. Experience which is less than one-half year (five months) of full-time professional or related service shall not be eligible for credit on the Salary Guide.
 - e. Up to four (4) years of military service shall be approved for prior experience credit in the local district.
 - f. Supervisors employed after December 15th in any given school year will remain on the same step of the new Guide for the ensuing year of the employment. Such newly employed teaching staff members shall be the recipients of any increased salary benefits for the step on the Salary Guide on which they are placed.
 - g. Supervisors employed and actually in service with the district on or before December 15th in any given school year shall move to the next full step for the next school year.

- C. Notification of employment to supervisors including contract and salary status for the ensuing school year shall be offered no later than April 30th.

ARTICLE X
EMPLOYEE ABSENCE

A. Sick Leave:

1. Each full-time supervisor shall be allowed ten days absence due to personal illness each year without deduction of pay. Any unused days of sick leave shall accumulate from year to year with no maximum to be used for additional sick leave as needed in subsequent years.
2. When absence, under the circumstances described in Section 18A:30-1 of the New Jersey Statutes Annotated, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200 of the annual salary.

- B. Supervisors shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.

C. Approved Employee Absence:

1. Death in immediate family - Upon the death of a member of the immediate family of the employee, said employee shall be granted a five consecutive school day leave without deduction of pay; if more time is required, two days absence with deduction of substitute pay shall be allowed. Immediate family shall be interpreted as meaning husband, wife, children, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather or others residing in the same domicile at the time of death or illness.
2. Each tenured employee shall be granted up to six (6) days (five (5) days for non-tenured employee) absence each year for the purpose of attending to and specified as: Medical, Legal, family business, reception of academic degree, death of a close friend, death of relative other than immediate family, personal emergency.

Notice of intent to use said absence shall be made in writing and given to the immediate supervisor at least five (5) days in advance, except in emergency. If more time is required, it shall be with the deduction of the recognized substitute pay and with the approval of the Board.

Personal leave is not intended for vacation, personal convenience or pleasure. If the use of a personal day is proved abused, the employee's salary for that day shall be returned to the Board of Education.

Up to three (3) days for tenured employee (two (2) days for non-tenured employee) not used shall accumulate as sick days and shall be so recorded in the district records.

The Superintendent of Schools will give the necessary approval for leave that meets with conditions set forth in this policy.

- D. Attendance at academic or professional conventions, meetings, and school visitations shall be without deduction of salary. There shall be no limit to the number of professional days, but each professional day requires the prior approval of the Superintendent whose decision shall be final.
- E. Government Mandates - There shall be no deduction of pay for absence due to recognized government mandates over which the employee has no control. Summons to answer violations of law due to personal reasons shall not be construed as coming under this heading.
- F. Sabbatical Leave:
 - 1. A sabbatical leave may be granted to one Supervisor at the discretion of the Board.
- G. Deductions for absence not covered in "A" through "H" shall be at the rate of 1/200 of annual salary.
- H. Other Leaves:
 - 1. Maternity or child-rearing leave shall be granted to a Supervisor to care for an infant child from birth through pre-school age. The leave shall be without pay for a period of up to one calendar year. Requests for such leave shall be submitted in writing to the Superintendent of Schools a minimum of 60 days prior to its effective date. Requests for an extension may be granted for one additional year or less providing that said extension shall not expire during the course of a school year. No Supervisor on said leave shall be denied the opportunity to substitute in the Hawthorne School District.
 - 2. The Board agrees that without pay, up to one (1) year leave of absence shall be granted to any Supervisor who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher of overseas programs or accepts a Fulbright Scholarship. After one (1) year completion of services, a one (1) year extension shall be granted. Upon completion of services, the applicant shall be committed to return to the school district and resume his/her position for at least one year.

3. A Supervisor on tenure may be granted a leave of absence without pay for one (1) year, subject to the approval of the Superintendent of Schools, to teach in an accredited college or university, private school, or other public school district. An additional year shall be granted except where his or her services are required. A written commitment to return to the granting district at the termination of said leave shall be made prior to receiving any leave.
4. Military leave without pay shall be granted to any Supervisor who is inducted or enlists in any branch of the service and three (3) months thereafter to permit completion of the school year or three (3) months after recovery of any wound or sickness at time of discharge.
5. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the Supervisor's immediate family. Additional leave may be granted at the discretion of the Board. A sixty (60) day notice shall be given when feasible.
6. The Board shall grant a leave of absence without pay for the duration of the office to any tenured Supervisor to serve in a public office as per Title 18A and the Commissioner's ruling.
7. Other leaves of absence without pay may be granted by the Board for good reason.

ARTICLE XI

SUPERVISOR TRANSFER POLICY

A. Administrative Decision:

1. When the Superintendent of Schools believes that transfer will be in the best interest of the Supervisor or the school(s) affected, the Supervisor shall be advised of this pending decision immediately and a conference shall be scheduled on the matter. The Superintendent's final decision shall stand, and a written copy of the decision forwarded to the Supervisor.
2. Notice of all transfers shall be given to the Supervisor concerned as soon as practicable.

ARTICLE XII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board agrees to implement the following:

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars,

conferences, in-service training sessions, or other such sessions which a supervisor is required by the administration and Board to take except for certification and/or the acquisition of an advanced degree. Such sessions shall be normally required during the work year. In the event such requirements are needed beyond the work year, the regular base rate of pay shall be granted.

2. To cooperate with the Association in arranging in-service courses, workshops, conferences and programs designed to improve the quality of instruction. In-service programs shall be conducted during the school workday whenever possible if Supervisor's attendance is required. All such programs conducted during the summer shall be voluntary and compensated at the base rate of pay. In-service credit may be earned as it is recognized and granted by an accredited agency.

B. Reimbursement of Tuition for Graduate Study:

Supervisors shall be reimbursed for tuition paid for graduate study as specified in Appendix "B".

ARTICLE XIII

EVALUATION

- A. The Board and the Association recognize that the purpose of the evaluation process shall be to promote professional excellence and improve skills of tenured and non-tenured teaching staff members, improve student learning and growth and provide a basis for the review of staff performance.

1. A functional evaluative program presupposes qualified evaluators.
2. Evaluation loses its effect when it becomes punitive.
3. The person being evaluated must have full knowledge of the procedure and the findings thereof:
 - a. Staff members shall be evaluated only by persons certified by the State of New Jersey to supervise instruction.
 - b. Supervisors shall be given a copy of their ratings or any other written evaluation of their work prepared by their evaluators and shall have the right to discuss such rating or evaluations with their evaluators and append their comments before it is submitted to the Superintendent or placed in their personnel files.
 - c. All such written evaluations must bear the signature of both the evaluator and the staff member evaluated.
 - d. All monitoring or observation of the work performance of a staff member shall be conducted openly and with full

knowledge of the staff member. The use of eavesdropping, public address, audio system, and similar surveillance devices shall be strictly prohibited.

B. Procedure for Evaluation of Instructional Personnel:

1. The school principals, the Director of Special Programs, the Director of Guidance and the duly certified Supervisors, shall be responsible for the full implementation of this policy on evaluation of instructional personnel.
2. The evaluation process shall include, but not be limited to, the classroom observation of all tenured and non-tenured staff members.
3. The classroom observation procedure shall be consistent with the procedure as outlined in Administrative Code 6:3-1.19 and 6:3-1.21.
4. Tenured staff members shall receive a minimum of one evaluation each year.
5. Non-tenured teachers shall receive a minimum of three evaluations each year. The evaluation shall include, but not be limited to three formal classroom observations conducted at reasonable intervals. Recommended dates for completion are November 30, January 30 and March 30.
6. The principal, and where applicable, vice-principal, Director of Guidance or supervisors shall prepare written report on all formal classroom observations which he/she conducts. The above parties shall discuss the observation report with the staff member who was observed.
7. Written staff member evaluation reports for both tenured and non-tenured teachers, which are an outgrowth of the supervisory role as outlined herein, shall reflect the total performance of each staff member. The performance report shall include, but not be limited to, the staff member's performance areas of strength and weakness based upon the evaluation criteria, an individual professional improvement plan developed by the member and the supervisor, and summary of the results of the formal and informal assessment of his/her pupils along with a statement of how these indicators relate to the effectiveness of the overall program and the performance of the members.
8. The written evaluation report shall be reviewed at an annual summary conference between the Supervisor and the staff member. Both parties shall sign the written evaluation report and retain a copy for his/her records.

9. Tenured supervisors have the right to review the written evaluation report and sign it within five (5) days of the summary conference.
 10. The staff member, within ten days following the signing, will have the right to submit a written disclaimer to the evaluation, which will in turn be attached to each party's copy of the evaluation.
 11. A complete copy of each staff member's evaluation shall be forwarded to the Superintendent of Schools for review, reaction, and filing in the staff member's personnel file maintained in his office.
 12. A staff member's evaluation report, including all tenured and non-tenured personnel will be submitted to the Board of Education by the Superintendent of Schools, together with the school principal's prior to April 30th, of each school year.
 13. The procedure set forth herein is designed to implement, not to modify, the provisions of Administrative Code 6:3-1.9, 6:3-2.1 and 6:8-2.4. In the event of omission or contradiction of the Administrative Code referenced herein, the local procedure shall be subordinate to the Administrative Code.
 14. Whenever a non-tenured staff member receives notice of non-reemployment, he/she shall have the right to receive an informal hearing with the Board of Education. The procedure for requesting an audience with the Board of Education, and the manner in which it shall be conducted, shall be in accordance with the provisions specified in Administrative Code 6:3-12.20.
- C. Any newly designed evaluation instrument shall be prepared jointly by a committee composed of equal representation from the Board of Education and the Hawthorne Supervisors' Association taking into account:
1. Strengths of the Supervisor as evidenced during the period since the previous report.
 2. Weakness of the Supervisor as evidenced during the period since the previous report.
 3. Specific suggestions as to measures which the Supervisor might take to improve performance, particularly in each of the areas wherein weaknesses have been indicated.
- D. Personnel File:
1. Official personnel files kept in the Superintendent's Office shall be maintained in accordance with the following procedure:

- a. Administrators will be encouraged to place in the files, information of a positive nature indicating special competencies, professional or civic in nature. All material received from and signed by responsible sources concerning a staff member's conduct, service or character, may be placed in the file. Material of a derogatory or negative nature shall be made part of the file with full knowledge of the staff member concerned.
 - b. The staff member shall be given the opportunity to review the contents of his file by request in writing.
 - c. The staff member has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. The letter shall be placed in the file of the staff member.
3. Administrative - Supervisory Discussions:
1. As a matter of professional courtesy, supervisors requesting a meeting with the vice-principal, principal or the Superintendent, shall notify the administration of the purpose of the meeting.
 2. As a matter of professional courtesy, an administrator calling for a meeting with a supervisor shall notify him or them of the purpose of the meeting.
 3. Neither of the conditions above shall preclude informal discussions on the business of everyday matters.

ARTICLE XIV

SCHOOL CALENDAR

Construction of the proposed school calendar shall afford the Association ample opportunity to review a draft of the ensuing year's calendar.

ARTICLE XV

PERSONAL AND ACADEMIC FREEDOM

1. The Board and Association agree that the private and personal life of a Supervisor is not within the appropriate concern or attention of the Board except as it may interfere with students and/or the school system.
2. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the school system and they acknowledge the fundamental need to protect Supervisors from censorship or restraint which might interfere with their obligations to pursue truth in the performance of their classroom functions. Accordingly, the Board and the Association agree that:

1. The nature of American democracy requires that citizens be able to listen to all sides of a controversial issue, sort out the facts, and arrive at independent conclusions. Students in school, therefore, have a right to be exposed to issues which are within their intellectual grasp and are under current debate in our society.
2. This right of students imposes certain obligations upon the Board, the teachers, the Association and the community.
3. The Board will attempt through its policies to employ capable teachers, supply them with the necessary teaching materials and maintain an atmosphere of academic freedom in the schools.
4. Supervisors as teachers and as individuals through their councils, committees, departments and faculties will be responsible for determining when and how to deal with controversial issues according to the maturity and needs of students and the policies of the Board of Education.
5. The community has a right to expect that controversial issues will be presented in a fair and unbiased manner and to communicate through proper channels to the Board if convinced they are not.
6. Any presentation which involves a planned or sequential development of controversial issues shall be discussed, in advance, with appropriate superiors. Controversial issues shall be handled with good judgment by all staff.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. The Association agrees to furnish the Board with a complete list of the names of all its officers and trustees not later than the 1st day of October of the contract year.
- B. Benefits granted to the public employee by virtue of prior agreement, not repealed, amended or supplemented by this Agreement, shall remain in full force and effect as previously given.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to any provision or provisions herein contained, either party shall do so by either:

1. Telegram.

2. Regular mail or Certified mail directed to the following address:

If given by the Association to the Board, the address shall be:

Board of Education
Borough of Hawthorne
Municipal Building
P.O. Box #2
445 Lafayette Avenue
Hawthorne, New Jersey 07507

ATTENTION: Dr. Frank P. Chiofalo, Jr.
Superintendent of Schools

If given by the Board to the Association, the address shall be:

Hawthorne Supervisors' Association, Inc.
Hawthorne High School
Hawthorne, New Jersey 07506

D. Nothing contained in this paragraph shall prevent informal communications between the parties when necessary.

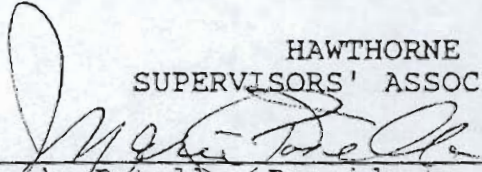
E. Should any of the Provisions of this Agreement be declared null and void by a Court of Competent Jurisdiction, then in such event, the validity thereof shall not invalidate any other provisions hereof.

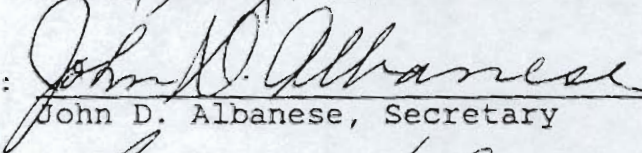
ARTICLE XVII

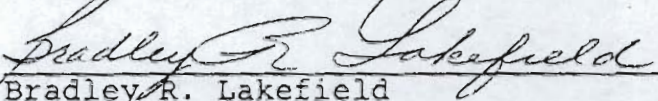
DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1990 and shall continue in effect until June 30, 1993, subject to the Association's right to negotiate over a successor agreement as provided in Article III. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless extended in writing.
- B. That all proposals, of either side, not set forth herein, shall be considered to have been dropped by the proposer.
- C. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective corporate officers, attested by their respective secretaries, and the corporate seals to be placed hereon, all on the day and year first written above.


HAWTHORNE
SUPERVISORS' ASSOCIATION

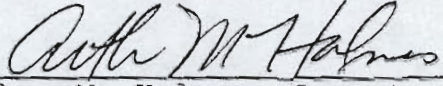
BY: 
Marie Patella, President

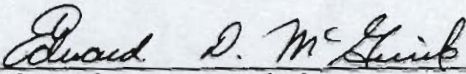
BY: 
John D. Albanese, Secretary

BY: 
Bradley R. Lakefield
Chief Negotiator

HAWTHORNE
BOARD OF EDUCATION


Garret G. Sinning, President


Arthur M. Holmes, Secretary


Edward D. McGuirk
Chief Negotiator

APPENDIX A

1. Salary Guides - As per attached listing entitled, "Supervisors' Salary Settlement - 1990-93".
2. Longevity:

Supervisors shall receive longevity* payments at the following rates:

15 Years - \$1,200
20 years - \$1,800
NON-CUMULATIVE

*Longevity = Years in Hawthorne

SU900827 FIE-> 0-4.9 5.0- 11.0- 16+

SUPERVISORS' SALARY SETTLEMENT 1990 - 1993

The following conditions will remain in effect for the duration of this contract (7/90 - 6/93):

LONGEVITY	DOCTORAL STIPEND	ATH.DIR. STIPEND
Years	\$1,000	Col 1 Base Salary x 11%
Over Amount		
14.99 \$1,200		
19.99 \$1,800		

HSA Salaries	Steps	Col 1	Col 2	Col 3	Col 4
1989-90	1	33,950	34,969	37,006	38,024
	2	35,987	37,006	39,043	40,061
	3	38,024	39,043	41,080	42,098
	4	40,061	41,080	43,117	44,135
	5	42,098	43,117	45,154	46,172
	6	44,135	45,154	47,191	48,209
	7	46,172	47,191	49,228	50,246
	8	48,209	49,228	51,265	52,283
	9	50,246	51,265	53,302	54,320

1990-91
8.00%
In 1990-91, DeHaino & Disalvo move to step B. All other supervisors make no step movements in 90-91.

1	36,400	37,505	39,689	40,781
2	38,276	39,552	41,874	42,966
3	40,152	41,600	44,059	45,151
4	42,028	43,648	46,243	47,335
5	43,904	45,696	48,428	49,520
6	45,780	47,744	50,613	51,705
7	47,656	49,792	52,798	53,889
8	49,532	51,838	54,980	56,071
9	51,408	53,888	57,164	58,256

1991-92
8.00%
In 1991-92, DeHaino, Lakefield, & Marcotte move up one step to step 9. All other supervisors stay on same step.

1	35,556	39,726	42,040	43,197
2	40,555	41,895	44,355	45,511
3	42,554	44,064	46,669	47,825
4	44,553	46,234	48,983	50,139
5	46,553	48,403	51,297	52,453
6	48,552	50,572	53,611	54,768
7	50,551	52,742	55,925	57,082
8	52,550	54,909	58,237	59,393
9	54,550	57,080	60,550	61,707

1992-93
8.00%
In 1992-93, Disalvo stays on step 8. All others remain on step 9.

1	41,640	42,904	45,404	46,653
2	43,799	45,247	47,903	49,152
3	45,958	47,590	50,402	51,651
4	48,117	49,932	52,902	54,151
5	50,277	52,275	55,401	56,650
6	52,436	54,618	57,900	59,149
7	54,595	56,961	60,399	61,648
8	56,754	59,300	62,896	64,144
9	58,914	61,647	65,394	66,644

	1989-90	Column	Step	1990-91	Percent Long	Final \$	Column	Step	1991-92	Percent Long	Final \$	Column	Step	1992-93	Percent Long	Final \$	RAISE	
Albanese	53,302	3	9	57,164	7.25%	50964	3	9	60,550	5.92%	62350	3	9	65,394	8.00%	67194	26.06	
DeHato	51,250	1	8	54,981	7.28%	56781	1	9	60,551	10.13%	62351	1	9	65,395	8.00%	67195	31.11	
Disalvo	47,191	2	8	51,838	9.85%	51838	2	8	54,909	5.92%	56109	2	8	59,300	8.00%	60500	28.20	
Lakefield	52,283	4	8	56,071	7.25%	57871	4	9	61,707	10.05%	63507	4	9	66,644	8.00%	68444	30.91	
Marcotte	51,265	4	8	56,071	9.37%	56071	4	9	61,707	10.05%	61707	4	9	66,644	8.00%	66644	30.00	
Patella	54,320	4	9	58,256	7.25%	60056	4	9	61,707	5.92%	63507	4	9	66,644	8.00%	68444	26.00	
	309,611			334,381	8.00%	341,581			361,131	8.00%	369,531			390,021	8.00%	398,421	7.82%	28.68

APPENDIX B

BENEFITS

1. State plan for complete family - Blue Cross, and Rider "J" with Major Medical.
2. For the 1990-91 contract year, the 1990-91 HTA/BOE negotiated caps per employee per month as respects the selected Dental Service, selected Prescription Plan and selected Optical Plan, will be "pooled" and applied as necessary to pay the premiums charged.

As respects the remaining two (2) years of the contract:

Selected Dental Service:

1991-92 - \$68.91/month
1992-93 - As per HTA/BOE negotiated agreement

Selected Prescription Plan:

1991-92 - \$40.10/month
1992-93 - As per HTA/BOE negotiated agreement

Selected Optical Plan:

1991-92 - \$17.38/month
1992-93 - As per HTA/BOE negotiated agreement

3. Tuition Reimbursement:

Subject to a limit of 1 course per Supervisor per year, tuition fees and other expenses incurred while participating in non-college but professionally related courses as approved by the Superintendent of Schools, shall be included as part of the tuition reimbursement.

1990-91 - \$2,880 (5% increase)
1991-92 - \$3,032 (5% increase)
1992-93 - \$3,184 (5% increase)

4. National and State Conventions:

Supervisors shall be permitted to attend national and state conventions in their respective disciplines and shall be compensated for all expenses incurred at such professional events, subject to the approval of the Superintendent of Schools.

Convention attendance allowance: 1990-91 - \$2,000
1991-92 - \$2,500
1992-93 - \$3,000

APPENDIX B - BENEFITS: (Cont.)

4. Membership in Professional Organizations:

Membership in professional organizations directly related to the departments they supervise will be subsidized by the Board of Education per year, per supervisor as follows:

1990-91 -	\$100.00
1991-92 -	\$125.00
1992-93 -	\$150.00