

**AGREEMENT**

**BETWEEN**

**WASHINGTON TOWNSHIP BOARD OF EDUCATION**

**AND**

**WASHINGTON TOWNSHIP SUPERVISORS' ASSOCIATION**

**Covering Period**

**July 1, 2005**

**to**

**June 30, 2008**

**Approved by BOE on 6/28/05**

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**ARTICLE I**  
**Recognition**

- A. The Board hereby recognizes the Washington Township Supervisors' Association (incorporated as the Washington Township Secondary Supervisors' Association) as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed professionally certificated Department Supervisors, also known as "Supervisor/Teacher of (Specified Curriculum Area)" under contract or on leave approved by the Board, excluding: Superintendent, Deputy and Assistant Superintendents, Executive Director for Human Resources, Business Administrator, Purchasing Agent, Board Secretary, Director for Pupil Personnel Services, District-Wide Study Team Director, Specialists, Supervisors, Managers, Child Study Team Director, Facilitator/Supervisor, Special Assistants, Principals, Assistant Principals, Vice Principals, Director of Guidance, Teachers, Media Technician, Substitute School Teachers, Tutors, Adult Community Education Teachers, per diem personnel and all non-certificated employees.

Notwithstanding the incorporated title of this Association, membership in this negotiating unit shall be exclusively limited to individuals appointed by the Board of Education specifically in the title of "Department Supervisor" or "Supervisor/Teacher of (Specified Curriculum Area)". Despite the incorporated title of Supervisors, it is no way intended at the time of the signing of this Agreement or in the future, that any employee in this school district in a Supervisory position other than those appointed with the specific title of Department Supervisor or Supervisor/Teacher of (specialized curriculum area) shall now be or ever in the future be represented by this Association for collective negotiations.

- B. Unless otherwise indicated, the term "Department Supervisors," when used hereafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male Department Supervisors shall include female Department Supervisors.
- C. The provisions of this Agreement apply only to Department Supervisors under contract as defined in the recognition clause above. The provisions of this contract do not apply to any Department Supervisor during the twelfth month when said Department Supervisor may be under a supplemental contract or an extension of the regular Department Supervisor contract. A Department Supervisor who accepts a contract extension during the twelfth month or a supplemental contract or who is employed on an hourly pay basis during the twelfth month, though not covered by the provisions of this contract while under a supplemental contract or on an hourly pay basis during the twelfth month, shall in no way jeopardize his/her right to membership in WTSA during the period in which he/she fulfills his/her responsibilities under terms of his/her Department Supervisor contract.

## **ARTICLE II**

### **Purpose**

- A. The Association recognizes that the Board has sole authority and final responsibility in the field of educational policy and development and the Superintendent as chief executive officer of the Board is responsible for the implementation of such policies. This agreement is not intended to modify by any of its terms any authority concerning such matters vested in the Board by the statutes of the Laws of the State of New Jersey, as the same may be supplemented or amended from time to time.
- B. The Board, Superintendent and the Association recognize that they have a common responsibility to work together toward the achievement of quality education. The attainment of this objective requires mutual understanding, communication and cooperation. The Association therefore pledges that their efforts will be dedicated to the achievement of such educational excellence as all pupils deserve and which the community has a right to expect. The Board and the Association acknowledge and accept their share of accountability thereof.

## **ARTICLE III**

### **Negotiation of Successor Agreement**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1, et. seq., on or about 120 days prior to submission date of budget.

## **ARTICLE IV**

### **Grievance Procedure**

- A. Definitions
  1. A "grievance" is a written complaint by an employee or the Association based upon the interpretation, application or violation of Board policy, the Agreement and administrative decisions affecting terms and conditions of employment.
  2. An "aggrieved person" is the person or persons making the claim.
  3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- B. Purpose

The purpose of this procedure is to resolve differences concerning rights of parties regarding terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

## Grievance Procedure

### C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. All time limits must be adhered to unless a modification or extension is agreed to by the Association and the Board. If such time limits are not adhered to by the Board or administration, the aggrieved may initiate action to the next step of this procedure. If the aggrieved or the Association fails to adhere to such time limits, the grievance shall be considered withdrawn. A grievance to be considered under this procedure must be initiated by the aggrieved or the Association within twenty (20) school days of its alleged occurrence or from the time when the aggrieved or Association could reasonably have known of its occurrence. All time lines established in this article may be extended by mutual agreement between the parties to meet extraordinary developments.
2. In the event a grievance is filed at such time it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. **Level One**  
A Department Supervisor with a complaint may file a grievance in writing with his/her principal or immediate superior either directly or through the Association's designated representative. The principal or immediate superior will meet with the grievant and/or the Association's designated representative with the objective of resolving the matter. After hearing the complaint of the grievant, the principal will respond in writing to the individual or the Association's designated representative, the Board President, the Association President and the Superintendent or his/her designee.
4. **Level Two**  
If the aggrieved person is not satisfied with disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the principal or immediate Supervisor, the aggrieved may, within five (5) school days after a decision by the principal or immediate Supervisor, or fifteen (15) school days after the grievance was presented to the principal or immediate Supervisor, whichever is less, file the grievance in writing with the Superintendent or his/her designee, copy sent to the Board President, stating (a) nature of grievance, including what contract provision or policy is being grieved, (b) results of previous discussion, (c) basis of dissatisfaction with the decision, (d) remedies sought.

## Grievance Procedure

### 5. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent or his designee, the aggrieved may, within five (5) school days after a decision by the Superintendent or his designee, or fifteen (15) school days after the grievance was delivered to the Superintendent or his designee, whichever is less, submit in writing to the Board President a request for a hearing before the Board. At the option of the Board, such hearing shall be held before the full Board or a designated committee of the Board. Such hearing shall be held within twenty-five (25) school days of the request for a hearing. The aggrieved may submit written materials to the Board or the designated committee of the Board in support of his/her position at the time of his/her request for a hearing. Any such written materials shall be served on all parties in interest by the aggrieved person. In the event that the hearing is held before the entire Board, the Board shall make a determination and notify the aggrieved person in writing within ten (10) school days of the conclusion of the hearing.

In the event that the hearing is conducted before a committee of the Board, such committee may, at the option of the Board, render a final determination. In the event that the right of final determination is vested in the committee of the Board, it shall make such determination and notify the aggrieved person in writing within ten (10) school days after the conclusion of the hearing. In the event that the hearing is conducted before a committee of the Board, the Board may, at its option, reserve the right of final determination of the full Board. In such event, the Committee of the Board shall make a report and recommendation to the entire Board and the entire Board shall thereafter make a final determination and notify the aggrieved person within ten (10) school days after the conclusion of the hearing.

### 6. Level Four

- a. Level Four of the grievance procedure applies only to those grievances which arise from situations when the Department Supervisor is clearly exercising his/her responsibility in the "teacher" function of his/her position.

Level Four grievance procedure does not apply to any situation in which the Department Supervisor is exercising his/her Administrative or Supervisory responsibility or other functions associated with the Department Supervisor responsibilities. If the aggrieved person is not satisfied with the disposition of his/her grievance on a violation of a contract provision which clearly involves the "teacher" function of his/her position as Department Supervisor at Level Three, he/she may within fifteen (15) school days after the decision by the Board or the Board Committee, as the case may be, or forty-six (46) school days after the

## Grievance Procedure

request for the hearing, request that the grievance be submitted to arbitration.

- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association or PERC by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or PERC in the selection of an arbitrator. The arbitrator shall limit him/herself to issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from this agreement.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is clearly violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties if it clearly applies to the teaching function rather than administrative and/or Supervisory functions of the Department Supervisor's responsibilities.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same. Grievances regarding any situation involving Department Supervisor's role associated with his Administrative or Supervisory responsibilities or other functions of the Department Supervisor's responsibilities are only grievable through Level Three of the Grievance Procedure.

### D. Rights of Department Supervisors to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or, at his/her option, by a representative selected or approved by the Association. When a Department Supervisor is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure and no settlement can be reached without notifying the Association at any level of this procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

## **Grievance Procedure**

- E. Miscellaneous
1. If, in the judgment of the Association, a grievance affects all Department Supervisors, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance may be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
  2. All decisions rendered at Levels One, Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest, to the Board President, President of the Association and the Superintendent or his/her designee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6 (c) of this ARTICLE.
  3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

## **ARTICLE V Department Supervisors' Rights**

- A. The Board agrees that every Department Supervisor shall have the right to freely organize, join and support the Association with purpose of engaging in collective negotiations and other concerted activities. The Board will not directly or indirectly discourage or deprive or coerce any Department Supervisor in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1, et. seq., or the Constitution of New Jersey and the United States.

The Board further agrees that it shall not discriminate against any Department Supervisor with respect to hours, wages or any terms or conditions of employment by reason of membership or non-membership in the Association, his/her participation in any activity of the Association, collective negotiations with the Board, or institution of any grievances under this Agreement.

- B. Whenever any Department Supervisor is required to appear before the Board of any committee or member thereof concerning any matter which could adversely affect the continuation of such personnel in his/her office, position or employment, or the salary, or any increments pertaining thereto, then such personnel shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise or represent him/her during such meeting or interview.

## **Department Supervisors' Rights**

An employee shall be entitled to have a union representative present at an investigatory interview with an administrator or Supervisor which he/she reasonably believes might result in disciplinary action. This right shall not extend to post-observation or evaluation conferences.

- C. Nothing contained herein shall be construed to deny or restrict to any Department Supervisor such rights as he/she may have under New Jersey Laws or other applicable laws and regulations.
- D. No department supervisor shall be disciplined without just cause in areas ruled negotiable.
- E. Any question or criticism by a Supervisor, administrator or Board member of a Department Supervisor and his/her instructional methodology and/or Administrative and Supervisory performance shall be made in confidence and not in the presence of students, parents/guardians or other public gatherings.
- F. Whenever an administrator changes a grade given by a Department Supervisor, the administrator will affix his/her initials to the changed grade and notify the Department Supervisor, indicating the reason for the change.

## **ARTICLE VI Association Rights**

- A. The Association and its representatives shall have permission to use school buildings at all reasonable hours for meetings, provided that it shall have notified and secured approval in the commencement of or after the end of the Department Supervisor's workday; provided, however, that this shall not preclude a meeting held during the Department Supervisor's duty-free lunch period.
- B. The Association shall have permission to use school equipment, subject to administrative approval and as long as such equipment remains in the same school building; including typewriters, computers, printers, 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 actual cost of all materials and supplies incident to such use. The Association shall pay for the cost of any repairs upon machinery that is necessitated because of Association misuse of the machinery for Association purposes.
- C. The Association shall have the right to reasonable use of the interschool mail facilities and school mailboxes.

## **Association Rights**

- D. Whenever any member of the Association, acting as a representative of the Association participates during working hours at the request of the Board of Education in negotiations mediation sessions or fact-finding sessions, the Department Supervisor shall suffer no loss in pay. The Board is in no way obligated to pay for the services of Association representatives who are not full-time employees of the Washington Township School District by this provision.
  
- E. The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted to the Association, so long as the Association remains the majority representative of the Department Supervisors; and to no other organizations representing Department Supervisors.

## **ARTICLE VII**

### **Department Supervisor Work Year**

- A. The work year for all Supervisors employed on an eleven (11) month basis shall be a total of two hundred and seven (207) days. In addition to the one hundred eighty-seven (187) days that comprise the work year of the teaching staff members, the Supervisors' work year shall include twenty (20) days to be scheduled during the time school is not in session as follows: A) Up to ten (10) days to be assigned by the appropriate Director of Elementary or Director of Secondary Education during the period of : 1) The end of school through June 30; and/or 2) August 15 to the start of school. B) Up to ten (10) days to be scheduled between July 1 and August 15 with the approval of the appropriate Director of Elementary or Director of Secondary Education. These days may be worked in half day segments as approved by the appropriate Director of Elementary or Director of Secondary Education. By June 30, each department supervisor will submit a written schedule to the appropriate Director of Elementary or Director of Secondary Education for final approval of work days to be scheduled beyond the regular school year. Each Supervisor will maintain a written log/record of days worked when school is not in session and submit same to the appropriate Director of Elementary or Director of Secondary Education no later than September 15 of the ensuing school year.

Should additional workdays during the period from the end of the school year through the beginning of the next school year beyond the aforementioned twenty (20) required days be needed, the Supervisor may request permission from the Superintendent of Schools to work the additional time and shall be compensated through an equal amount of compensatory time to be arranged with and approved by the appropriate Director. The Superintendent's decision with respect to the granting of additional days is final and not subject to the grievance procedure herein.

## **Department Supervisor Work Year**

- B. In the event that an Extended School Year Program or Split Sessions is instituted, the Board of Education agrees to negotiate with the Association the terms and conditions of employment for Department Supervisors who will participate in this program.
- C. In the event that the State of New Jersey and/or the Commissioner of Education and/or the County Superintendent and/or the Board of Education should mandate the closing of schools for any period of time as a direct result of the energy crisis or other national or state emergency, the Association agrees to fulfill its contractual obligations regarding a two hundred and seven (207) days work year.

## **ARTICLE VIII**

### **Department Supervisor Hours and Load**

- A. Department Supervisors shall indicate their presence for duty or departure in a manner deemed appropriate by the Board of Education or the Superintendent of Schools.
  - 1. Department Supervisors may be required to remain after the regular workday, without compensation for the purpose of attending faculty or other professional meetings as scheduled. Such meetings shall be reasonably scheduled and up to two (2) hours duration, except as dictated by emergency circumstances.
  - 2. Department Supervisors shall have a daily duty-free lunch period equal in duration to the teacher lunch period.
  - 3. Department Supervisors may be absent from the building during their scheduled duty-free lunch periods, provided they notify the office of their departure and return.

## **ARTICLE IX**

### **Transporting Students**

Department Supervisors shall not drive students to activities in their own automobiles.

## **ARTICLE X**

### **Department Supervisor Employment**

- A. Each Department Supervisor shall be placed on his/her proper level of the salary schedule for each year of his/her employment except, in the case of a Department Supervisor newly hired to the district, the Board and the Department Supervisor may agree to credit the Department Supervisor on the salary scale with a lesser number of years of experience than the newly hired Department Supervisor may have earned in previous employment. Credit not to exceed four (4) years shall be given for military service as required by 18A:29-11.
- B. Department Supervisor shall be notified of their contract and salary status for the ensuing year no later than May 30.

## ARTICLE XI

### Salaries

- A. Department Supervisors employed on an 11-month basis shall be paid in twenty-two (22) semi-monthly installments, payable on the 15th and last day of the month during the months of August through June, irrespective of the fiscal year the days are actually worked.
- B. A Department Supervisor may individually elect to have any whole dollar amount of his/her monthly salary deducted from his/her pay to be forwarded to an account of a credit union designated by the Association, provided he/she files the appropriate written request form with the business office.

### Salaries

- C. When a payday falls on or during a school holiday, vacation or weekend, Department Supervisor shall receive their pay checks on the last previous working day. Department Supervisors shall receive final checks on the last working day in June; provided, however, that the Superintendent or other designated representative of the Board shall have first certified that a Department Supervisor has fulfilled his/her statutory and professional responsibilities prior to the release of such checks. The pay schedule for any given year will be distributed to Department Supervisors at the beginning of each school year.
- D. Except when State Laws or rules of the State Department of Education apply, the Board reserves the right to be the sole judge or arbitrator in interpretation of the salary guide.
- E. Salaries for all Department Supervisors included in the collective bargaining unit represented by the Association from July 1, 2005 school year through June 30, 2008 will be based on the individual Department Supervisor's appropriate level on the salary guide negotiated between the Washington Township Supervisors' Association and the Washington Township Board of Education for each of the school years from July 1, 2005 through June 30, 2008. See Figure 1 below.

**Figure 1 (Salary Guide to be read horizontally from year to year.)**

<u>Level</u>		<u>2005-2006</u> <u>(207 Days)</u>	<u>2006-2007</u> <u>(207 Days)</u>	<u>2007-2008</u> <u>(207 Days)</u>
<b>1</b>		82,116	85,811	89,672
<b>2</b>	CB, CE, SG	83,163	86,905	90,816
<b>3</b>		84,253	88,044	92,006
<b>4</b>	PH	85,385	89,277	93,242
<b>5</b>	JBr, CM	87,941	91,898	96,034
<b>6</b>	SR, JBe	90,396	94,464	98,715
<b>7</b>		92,938	97,121	101,491
<b>8</b>	RP, RF, JR	94,041	98,273	102,696
<b>9</b>	MS	95,726	100,033	104,535

## **Salaries**

- F. The Board will reimburse members for professional dues to \$700 for 2005-06, \$750 for 2006-07, and \$800 for 2007-08.

## **ARTICLE XII**

### **Department Supervisor Assignments**

- A.
1. All Department Supervisors shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year no later than June 30 except as dictated by emergency circumstances discussed with the Association prior to June 30 or last day of school.
  2. The Superintendent shall give notice of assignments to new Department Supervisors as soon as practicable, and except in cases of emergency, not later than August 15.
  3. Department Supervisors holding appointments to cocurricular positions in any given school year and who will be recommended for reemployment in those positions for the following school year shall be notified of their appointments prior to June 30.
- B.
1. Schedules of Department Supervisors who are assigned to more than one school shall be arranged so that they provide reasonable time for inter-school travel.
  2. Department Supervisors who may be required to use their own automobiles in the performance of their duties and Department Supervisors who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the IRS Car Mileage Costs rate as of August 15 of each year of contract.
  3. Department Supervisors will not have to maintain odometer readings for known established distances between schools and these distances shall be determined through Joint Road Audits or from a review of existing established distances provided by the Superintendent.

## **ARTICLE XIII**

### **Voluntary Transfers and Reassignments**

- A.
1. No later than ten (10) school days after a vacancy becomes known, the Superintendent or his/her designee shall deliver to the Association and post in all school buildings, a list of the known vacancies which occur during the school year and those which shall occur during the following school year. In addition to the listing of known vacancies, a listing of anticipated vacancies shall be posted.
  2. Department Supervisors who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent or his/her designee no later than ten (10) school days after notice of position has been posted.

**ARTICLE XIV**  
**Involuntary Transfers and Reassignments**

- A. Notice of an involuntary transfer or reassignment shall be given to Department Supervisors within one (1) calendar week of the decision.
- B. In the event that a Department Supervisor objects to the transfer or reassignment, upon the request of the Department Supervisor, the Superintendent or his/her designee shall meet with him/her. The Department Supervisor may, at his/her option, have an Association representative present at such meeting.

**ARTICLE XV**  
**Department Supervisor Evaluation**

- A. Evaluation Reports
  - 1. All monitoring or observation of the work performance of a Department Supervisor shall be conducted openly and with full knowledge of the Department Supervisor.
  - 2. Observation and evaluation on non-tenured Department Supervisors shall be conducted in compliance with New Jersey Administrative Code Title 6:3-1.19.
  - 3. Observation and evaluation of tenured Department Supervisors shall be conducted in compliance with New Jersey Administrative Code Title 6:3-1.21.
- B. Personnel Files
  - 1. Evaluation reports filed in the Department Supervisors' personnel file shall be signed by both the evaluator and the Department Supervisor.
  - 2. A Department Supervisor shall have the right to review the material in his/her personnel file at least once per year. A Department Supervisor who desires to review his/her file must schedule an appointment for review with the personnel office at least 24 hours in advance. An employee shall have the right to indicate those documents and/or materials in their file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent, or his/her designee; and if, in fact, they are obsolete or otherwise considered inappropriate to retain, they shall be destroyed. Disputes over the retention or destruction of said documents shall be grievable to the Superintendent's level only.
  - 3. No material derogatory to a Department Supervisor's conduct, service, character, or personality shall be placed in his/her personnel file unless the Department Supervisor has had an opportunity to review the material. The Department Supervisor shall acknowledge that he/she has had the opportunity to review such material and must affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.  
The Department Supervisor shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
  - 4. Although the Board agrees to protect the confidentiality of personal reference, academic credentials, and other similar documents, it shall not establish any

## **Department Supervisor Evaluation**

separate personnel file, which is not available for the Department Supervisor's inspection.

5. No material of a derogatory nature shall be added to nor removed from an individual's personnel file without the notification of the Department Supervisor. Such notification shall require that the individual sign the material to be filed even though he/she may disagree with its contents.

### **C. Complaints**

1. Any complaints regarding a Department Supervisor made to any member of the administration by any parent/guardian, student, or other person, which are used in any manner in evaluating a Department Supervisor shall be promptly investigated and called to the attention of the Department Supervisor. The Department Supervisor shall be given an opportunity to respond to and/or rebut such complaint. The Department Supervisor shall have the right to representation at any meeting or conferences the Department Supervisor is requested to attend regarding such complaint.

### **D. Evaluation Instrument**

1. A joint Board-Administrator-WTSA Advisory Committee shall be continued for the purpose of improving evaluation procedures and instruments to be used within the scope of this Article. The Committee membership should be based upon equal representation of the groups involved, three (3) Board/Administration and three (3) Association Members. An evaluation process, with instrument, shall be developed by the Association and Superintendent, and then approved by the Board.

## **ARTICLE XVI Fair Dismissal Procedure**

### **A. Notification of Dismissal**

On or before April 30 of each year, the Board shall give to each fully certified non-tenured Department Supervisor continuously employed since the preceding September 30 either:

- a. A written offer of a contract for employment for the next succeeding year  
or
- b. Notice that such employment shall not be offered.

### **B. Justification of Dismissal**

Any non-tenured Department Supervisor who receives notice that such employment shall not be offered shall be entitled to the benefit of the procedures set forth in N.J.S.A. 18A:27-3.2 and N.J.A.C. 6:3-1.20. When such procedures have been concluded, any further appeal by such Department Supervisor shall be to the Commissioner of Education.

## **ARTICLE XVII Sick Leave**

- A. All Department Supervisors shall be granted a yearly sick leave of eleven (11) days to be used only for illness. Said sick leave may not be used for any other reason. Use in violation of this agreement shall constitute grounds for disciplinary action. All days of

## Sick Leave

sick leave not utilized within the current school year shall be accumulative, to be used for additional sick leave as needed in subsequent years.

- B. If any Department Supervisor is absent three (3) consecutive days, a doctor's certificate concerning the illness shall be presented upon request of the Superintendent or his/her designee. Department Supervisors shall notify the principal's office or his/her designee of absence due to illness as early as possible, but no later than one (1) hour before the commencement of the individual Department Supervisor's workday. Notification should be made the evening preceding the absence, when possible.
- C. Upon termination of employment, a Department Supervisor may request and the Board shall grant a certificate stating the Department Supervisor's accumulated sick leave.
- D. Reemployment by the Board of a Department Supervisor will not reinstate past accumulated sick leave.
- E. The Board may, at its discretion, in the event a Department Supervisor exhausts all accumulated sick leave, pay said Department Supervisor the difference between the substitute's pay and the daily pay of the Department Supervisor (for this purpose, in the 1999-2000 the daily pay of the Department Supervisor to be calculated at 1/200 of the net annual contractual salary for 10-month employees and for all subsequent years the daily pay of the Department Supervisor to be calculated at 1/220 of the net annual contractual salary for 11-month employees).
- F. The total accumulated sick leave which has accrued to each Department Supervisor whether through prior unused annual sick leave or unused personal days by prior contractual arrangement shall be calculated as of June 30, 1977. Nothing in this agreement, shall infringe upon said prior accumulated sick leave which has accrued through June 30, 1977. From and after July 1, 1977, any additional accumulated sick leave shall only accrue with respect to unused annual sick leave. For the purpose of any future legislation which mandates payment by the Board on retirement or otherwise for unused accumulated sick days, only the following shall be deemed to be in the category of accumulated unused sick leave:
  - 1. All accumulated unused sick leave, which had accrued through June 30, 1977, either through prior unused annual sick leave or unused personal days by prior contractual arrangement;
  - 2. All accumulated unused sick leave, which had accrued on or after July 1, 1977, through unused annual sick leave only.

It is the intention of this subparagraph to exclude from the category of "accumulated unused sick leave" for purposes of any such future legislation any unused personal days which accrue on or after July 1, 1977, and which in accordance with Article XVIII are eligible, if unused in the year granted, for use in future years for illness.
- G. Department Supervisors shall be given a written accounting of accumulated sick leave and a written accounting of unused personal days no later than June 30 of each year. Personal days cannot be carried over to the following year for personal day use.

**Sick Leave**

- H. Department Supervisors will be entitled to payment of unused sick leave upon retirement or separation from the district in accordance with the following schedule:

**PAYMENT FOR UNUSED SICK DAYS**

Scale = 10 Years or more in District	
Years (including teaching)	Ratio
10 to 15	1 to 4
16 to 20	1 to 3
21 to 24	1 to 2
25 or over	1 to 1

The scale to be reimbursed for unused days at first step on the Supervisors' salary guide.

Maximum payment =	\$35,000 for 2005-2006
	\$25,000 for 2006-2007
	\$25,000 for 2007-2008

Payments shall be made in two (2) equal payments, one (1) calendar year apart.  
Calculation: Per Diem Rate to be determined by dividing Step 1 of the Supervisors' salary guide by 207.

- I. In the event of a Supervisor's death while employed by the district, sick leave reimbursement due the Supervisor shall be paid to the employee's designated beneficiary.

**ARTICLE XVIII  
Temporary Leaves of Absence**

- A. All temporary leaves of absence with or without pay are granted by the Superintendent of Schools or his/her designee and, except in emergencies, must be requested and approved in advance.
- B. Department Supervisors may be granted up to five (5) days' leave for a death in the immediate family. Immediate family shall consist of husband or wife, mother, father, parents-in-law, brother, sister, child or any person standing in loco parentis. Such leave shall not be deducted from sick leave.
- C. Absence of a Department Supervisor due to an injury which is compensable under the New Jersey Workman's Compensation Act shall not be considered as part of sick leave.

## **Temporary Leaves of Absence**

- D. A Department Supervisor absent on jury duty shall not be required to deduct such absence from sick leave. Such Department Supervisor shall be reimbursed the difference between their prevailing rate of pay and amount received for jury service.
- E. A Department Supervisor required by the Board to attend a court of law on school related matters shall be reimbursed full pay. An absence for such reason shall not be considered a part of personal days.
- F. Absence for personal business, as approved by the Administration, such as settlement of house, death of a distant member of the family or friend, or accident, shall not exceed five (5) days during the school year. Two (2) of the five (5) days are to be approved without the Supervisor providing specific reasons. Absences in excess of five (5) days shall be with pay at the discretion of the Superintendent or his/her designee. The term "personal business" connotes a serious personal situation that cannot be handled outside of school hours. Personal days may be utilized for attendance at any type of judicial proceedings or in connection with religious holidays. The five (5) days specified herein for personal leave shall not be cumulative if not used in the year granted, except in those conditions listed below. Personal leave may be used for illness in the year granted, provided that such teacher has exhausted his/her annual sick leave and all accumulated sick leave. Unused personal leave may also be used in future years for illness, provided that the Department Supervisor has exhausted all his/her annual sick leave and all accumulated sick leave.

However, from and after July 1, 1977, any unused personal leave accruing after such date (which is herein made eligible for use in future years for illness where the Department Supervisor has exhausted all annual and accumulated sick leave) shall not be deemed "accumulated unused sick leave," as defined in Article XVII for purposes of any future legislation mandating payment by the Board on retirement or otherwise for accumulated unused sick leave. It is the intention of the subparagraph that from and after July 1, 1977, a separate record shall be maintained for "unused personal days" which accrue after July 1, 1977, and are eligible for use in future years for illness in the event that a Department Supervisor has exhausted all annual and accumulated sick leave, but that such a record of "unused personal days" shall in no event be deemed to be "accumulated unused sick leave" for the purpose of such legislation.

## **ARTICLE XIX Extended Leaves of Absence**

- A. A female Department Supervisor may utilize credited sick leave days for disability due to pregnancy, childbirth and recovery. Use of such sick leave for disability outside of a period of a month before and a month after delivery will require verification in writing from the attending physician if requested by the Board. Such Department Supervisor shall have the option of requesting and shall be granted leave for a similar period without pay.

## **Extended Leaves of Absence**

- B. A Department Supervisor under tenure who wishes a child care leave following the adoption of a pre-school age child(ren) or birth of such Department Supervisor's child may request and shall be granted such leave without pay for up to one (1) and one-half (1/2) years and shall return on the first day of any marking period within that period of time.
- C. A non-tenured Department Supervisor who wishes a child care leave following the adoption of a pre-school age child(ren) or birth of such Department Supervisor's child may apply for and shall be granted such leave without pay for the remainder of the school year in which the leave starts. Such leave shall not extend beyond the end of the Department Supervisor's contract for the school year in which leave is granted, nor shall the granting of such leave constitute a promise of reemployment for the following school year. Determination of whether the non-tenured Department Supervisor on such leave will be reemployed for the following year will be made on or prior to, April 30. The time for which such leave is granted shall not count toward fulfillment of the time requirements for acquiring tenure.
- D.
  - 1. The Superintendent shall be notified of a pregnancy by the end of the sixth month. At least sixty (60) days before the due date the Department Supervisor shall notify the Superintendent of the option or combination of options outlined above that the Department Supervisor plans to exercise.
  - 2. A Department Supervisor shall not be reassigned to work until after the presentation of medical certification of capability to perform necessary duties if such certification is requested by the Superintendent.
  - 3. If a Department Supervisor decides not to return from a child care leave, the Department Supervisor shall notify the Superintendent by giving written notice of resignation at least sixty (60) days before the leave expires.

## **ARTICLE XX Sabbatical Leaves**

- A. A Department Supervisor may, on recommendation of the Superintendent, be granted sabbatical leave of absence for purpose of approved study, travel, or health for a period not exceeding one year if the Department Supervisor has been continuously employed by the Board for a period of at least seven (7) years.
- B. A Department Supervisor on sabbatical leave shall receive one-half of the annual salary to which he/she would have been entitled had he/she remained in the school system during that period.
- C. Requests for sabbatical leave of absence shall be made to the Superintendent before November 1, for each school year. The Department Supervisors so requesting sabbatical leave shall be notified of the Board's action on the request by January 1.

## **Sabbatical Leaves**

- D. Prior to commencing the sabbatical leave, a Department Supervisor shall enter into a contract for return to active service in the district for a period of at least two (2) years after the expiration of such leave. Such contract shall provide for the return of all money received while on sabbatical leave plus six percent (6%) interest in the event that Department Supervisor does not return to active service, provided, however, that such reimbursement shall not be required where the failure is due to pregnancy, total incapacity or other incapacity of a physical or mental nature.  
A determination concerning such a return of funds received while on sabbatical leave shall be within the sole discretion of the Board.
- E. A Department Supervisor returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the district. Any additional benefits granted to Department Supervisors shall automatically apply to a Department Supervisor on sabbatical leave.
- F. Seven (7) teaching years must have passed since a prior sabbatical leave in order for a Department Supervisor to become eligible for a second sabbatical leave.
- G. Before any Department Supervisor becomes entitled to a second sabbatical leave, eligible Department Supervisors who have never received sabbatical leave will be given preference.
- H. All programs of study in which Department Supervisors are enrolled shall be approved by the Superintendent and the Board in writing and shall be successfully undertaken within the sabbatical leave. However, these may be completed after the termination of the sabbatical.

## **ARTICLE XXI**

### **Professional Development and Educational Improvement**

- A. Tuition costs incurred by Department Supervisors shall be reimbursed by the Board of Education under the following terms and conditions:
  - 1. Tuition costs eligible for reimbursement must be for courses in the field of education or in the current subject being taught by a Department Supervisor, or in the area of educational supervision and administration. In addition, courses not in the field of education or not in the subject area being taught by a Department Supervisor, but closely related, may be approved for reimbursement at the sole discretion of the Superintendent or his/her designee. Courses taken for which reimbursement is requested must be approved by the Superintendent or his/her designee in advance of enrollment. Reimbursement will not be made until satisfactory evidence of having received a passing grade is presented.
  - 2. Reimbursement for actual tuition costs incurred by a Department Supervisor in any one school year shall be limited to the total tuition costs for 10 graduate credit hours at the average credit cost in effect in the New Jersey State College System.

## **Professional Development and Educational Improvement**

3. The date on which a course is completed will determine the contract year in which the credits will be applicable for reimbursement.
4. Non-tenured Department Supervisors shall be eligible for reimbursement at the level set forth in Subsection 2, above, for tuition costs incurred for graduate credits earned during a period after the award of a first-year contract, but prior to the commencement of work under a tenure contract; provided, however, such reimbursement shall not be payable to such Department Supervisor unless and until said Department Supervisor has commenced work under a tenure contract.
5. Upon satisfactory compliance by the Department Supervisor with all of the terms and conditions set forth in the preceding subsections, such Department Supervisor shall be paid his/her reimbursement entitlement on either October 1 for the prior spring and summer course work taken, or April 1 for the prior fall course work taken; provided that the Department Supervisor is still in the employ of the Board on such date. Such payment shall be further conditioned on said Department Supervisor remaining in the employ of the Board for the remainder of the current school year. In the event that such Department Supervisor shall leave the employ of the Board prior to the expiration of the school year in which such reimbursement entitlement has been paid, such Department Supervisors shall be obligated to refund to the Board the entire reimbursement entitlement paid to him/her during such school year, for such purpose the Board shall be empowered to deduct said sum from such Department Supervisor's salary payments.
6. No Department Supervisor shall be eligible for tuition reimbursement in connection with tuition costs incurred which is paid by the Veteran's Administration or any other outside agency.

## **ARTICLE XXII**

### **Protection of Department Supervisors**

#### **A. Working Conditions**

The Board of Education will make every effort to ensure safe working conditions. In the event of disorder or disruption in the regular school program, the Association shall have the right to meet with the Board on matters regarding Department Supervisor safety.

#### **B. Legal Action**

Whenever any action is brought against a Department Supervisor before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him/her for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the Department Supervisor. This shall not apply to any charges filed by the Board against the Department Supervisor.

## **Protection of Department Supervisors**

- C. Assault Upon A Department Supervisor
1. A Department Supervisor shall immediately report any case of assault or battery upon his/her person arising out of or in connection with his/her duties. Such matters shall be immediately reported to the Principal. The Board shall give full support including legal assistance where required.
  2. When absence arises out of or from such assault or injury, the Department Supervisor shall be entitled to full salary and other benefits for the period of such absence and shall not forfeit any sick leave or personal leave unless pending litigations would be continued to settlement and such settlement or judicial finding indicates that the Department Supervisor was the aggressor.
  3. A Department Supervisor shall suffer no loss of leave or salary if assaulted on duty except if Department Supervisor is found to be the aggressor.
  4. The Board shall reimburse a Department Supervisor for damage or destruction to his/her clothing, or other personal property which is on school property with the knowledge and prior written approval of the Building Principal, sustained as result of an unprovoked assault while the Department Supervisor is acting within the course of his/her employment. The Department Supervisor shall forthwith file a written report with the Building Principal detailing the assault and the property loss involved. Reimbursement shall be based on depreciated value of the property damaged or destroyed and it shall not exceed the amount of \$100 or the teacher's insurance deductible, if any, whichever is the lesser. Damage or destruction to motor vehicles is not reimbursable.

## **ARTICLE XXIII**

### **Maintenance of Classroom Control and Discipline**

- A. A definition of the duties and responsibilities of all teaching personnel and Department Supervisors pertaining to student discipline shall be reduced to writing by the Superintendent and shall be presented to each teacher and Department Supervisor at the beginning of each school year or be included in the teachers' handbook or other publication of procedures or practices authorized by the Board of Education.
- B. When, in the judgment of a Department Supervisor, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician or other specialist, he/she shall so inform his/her principal or immediate superior. The principal or immediate superior shall arrange as soon as possible for a conference among the Department Supervisor and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

**ARTICLE XXIV**  
**Insurance Protection**

- A. Eligibility
1. Employees hired prior to October 1, 1994 shall be eligible for benefits pursuant to a twenty (20) hour threshold. Any such employee currently enrolled in medical coverage in the PPO or CMM plans shall remain in such plan. For employees who currently do not qualify for health benefits, qualification would make them eligible for medical benefits solely in the POS plan. Prescription benefits shall be offered at a 85% [employer] – 15% [employee] split of the premium for any level of benefits other than single coverage [the Board pays the full cost of single coverage]. The Board shall pay \$500 towards the dental premium of the plan chosen by the employee. The employee would pay any portion of the premium over \$500 through payroll deductions. For out-of-network deductibles in the PPO plan, the employee will pay the first \$125 deductible; and the Board will pay up to \$125 of the remainder of the deductible. The employee must provide receipts showing payment of deductible.
  2. Employees hired on or after October 1, 1994 who work between twenty (20) and twenty-nine (29) hours per week shall be eligible for employee-only medical, prescription and dental insurance. Any such employees currently enrolled in medical coverage in the PPO or CMM plans shall remain in such plan. For employees who currently do not qualify for health benefits, qualification would make them eligible for medical benefits solely in the POS plan. Single prescription and dental coverage shall be available pursuant to A.1. Other levels of prescription benefits (husband/wife, parent/child, or family) shall be available through employee contribution of the difference in the premium by means of payroll deductions. Dental insurance shall be provided pursuant to A.1.
  3. Employees hired on or after July 1, 2002 must work thirty (30) hours per week to be eligible for health benefits. For such employees, medical benefits shall be solely in the POS plan. Prescription and dental benefits shall be pursuant to the agreement.
- B. The AmeriHealth plan co-pay shall be \$10.
- C. The Board will pay for an employee assistance program.
- D. The Board shall provide all employees with a description of health care insurance coverage and a description of the conditions of the coverage and the individual limits thereof.
- E. The Board will provide healthcare protection at a level of benefits equal to U.S. Healthcare Patriot V and CIGNA traditional. The Board of Education shall provide dental and prescription coverage at the level of benefits or equivalent, as described in the Delta Dental Plan of New Jersey Inc., Blue Cross/Blue Shield, and Gloucester County Schools Consortium contracts effective June 30, 1991. Each employee who shall be eligible shall be enrolled in a prescription drug and dental plan through a company to be selected by the Association and approved by the Board. Eligibility for enrollment for benefits will be governed by and be subject to any restrictions imposed by the plan as

## **Insurance Protection**

established by the elected company. Any such plan may provide for coverage for individual employees and their eligible dependants and may contain a deductible.

- F. Should an employee opt to withdraw from either dental or prescription coverage as an alternative to the payment of an additional contribution above the Board's premium limit, the Board will contribute the appropriate premium to an escrow account to be distributed to the members of both the dental and prescription programs at the end of the contract year, in an amount not to exceed the cost of each member's additional contribution.
- G. In case of an employee's death, health benefits coverage for surviving family members shall continue to six (6) months at Board expense.

## **ARTICLE XXV Academic Freedom**

- A. Academic freedom shall be guaranteed to teachers and Department Supervisors, and no special limitations shall be placed upon study, investigation, and presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning, which do not conflict with the philosophy, underlying principles, objectives and content of the courses of study adopted by the Board of Education.

## **ARTICLE XXVI Deduction from Salary**

- A. The Association shall indemnify, defend and save-harmless the Board of Education against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Board in reliance upon salary deduction authorization card submitted for individual members by the Association to the Board of Education.

## **ARTICLE XXVII Miscellaneous Provisions**

- A. **Management Rights**  
Except as otherwise specified in this Agreement, the Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the school district to the full extent authorized by law. The Board of Education retains the right, in accordance with applicable State and Federal laws and regulations, (a) to direct employees of the School District, (b) to hire, promote, transfer, assign, and retain employees in positions within the School District, and to suspend, demote, discharge or take other disciplinary action against employees, (c) to

## Miscellaneous Provisions

relieve employees from duties because of insufficient enrollment or for other legitimate reasons, (d) to maintain the efficiency of the School District operations entrusted to them, (e) to determine the methods, means, and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

In exercising its power, the Board, through its administrative staff, shall, subject to the provisions of this Agreement, exercise all of its managerial rights and authority to the extent permitted by law.

### B. Work Continuity

1. The Association agrees that it will sanction no job actions of any type and will discourage any job actions by its membership for the duration of this contract and during the course of grievance procedures. The Board will conduct no lockouts during the terms of this Agreement.
2. The parties agree that they will resolve all disputes through the procedure outlined in this Agreement or as subsequently modified by statute or court decision.

### C. Legal Basis

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### D. Notification

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of the Agreement, either party may do so by telegram or registered letter at the following addresses:

1. If by the Association, to the Board at:  
Superintendent  
Central Administrative Offices  
206 East Holly Avenue  
Sewell, NJ 08080
2. If by the Board, to the Association at:  
President of Association  
at his/her respective building.

### E. Printing and Circulation of the Agreement

Copies of this Agreement are to be printed and the cost shared equally by both the Board and the Association. The Agreement shall be presented to all Department Supervisors affected thereby.

### F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

### G. Department Supervisors will be entitled to any additional benefits which may accrue to members of the teachers' association in any given contract year.

**ARTICLE XXVIII**  
**Duration of Agreement**

This Agreement shall be effective from July 1, 2005 and shall continue in effect until June 30, 2008 (a three-year (3) agreement). This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper officers and their corporate seals to be affixed hereto this 6/28/05 day.

**Washington Township Board of Education**

By: \_\_\_\_\_  
Charles M. Earling, President

**ATTEST:**

By: \_\_\_\_\_  
Margaret F. Meehan  
Board of Education Secretary

WASHINGTON TOWNSHIP SUPERVISORS' ASSOCIATION

By: \_\_\_\_\_  
Robert L. Petrillo, President