

AGREEMENT  
BETWEEN  
THE BOARD OF EDUCATION OF  
JEFFERSON TOWNSHIP  
AND  
JEFFERSON TOWNSHIP  
SUPERVISORS' ASSOCIATION  
FOR THE SCHOOL YEARS

2013–2014

2014–2015

2015–2016

## **PREAMBLE**

This agreement, entered into this 20<sup>th</sup> day of May, 2013 between the Board of Education of Jefferson Township, hereinafter referred to as the “Board,” and the Jefferson Township Supervisors’ Association, hereinafter referred to as the “JTSA.”

## **ARTICLE I - Membership**

### **A. Unit Membership**

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Jefferson Township Supervisors' Association, hereinafter known as “the Association,” as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified and non-certified personnel, whether under contract, on leave, on a per diem basis, employed, or to be employed by the Jefferson Township Board of Education, hereinafter known as “the Board,” including only: Subject Area Supervisors

### **B. Definitions**

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

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

## **ARTICLE II - Negotiations Procedure**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the provisions of Chapter 123, Public Laws of 1974, and such negotiations shall begin not later than December 1 of the last year of this Agreement. “The Association shall receive from the Board, within thirty (30) days following receipt of the proposed contract, its reply to same.”
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- C. In accordance with Chapter 123, Public Laws of 1974, the Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## **ARTICLE III - Grievance Procedure**

### **A. Definition**

1. A “grievance” shall mean a complaint by any employee or group of employees that there has been to him or them, or to the Association, an inequitable, improper or unjust application, interpretation or violation of Board policy, this Agreement, or an administrative decision;
2. A grievance to be considered under this procedure must be initiated by the grievant (the employee or the Association as to its rights) within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.

### **B. Procedure**

#### **1. Failure of Procedure**

- (a) Failure to follow any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.
  - (b) It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
2. Any employee grievant who has a grievance shall discuss it with principal or other immediate superior to in an attempt to resolve the matter informally at that level.
  3. Within five (5) school days after the informal discussion with his principal or other immediate superior, the employee grievant, if still dissatisfied with the decision that has been rendered informally, may formally present his grievance to his principal or immediate superior. Such grievance must be made in writing specifying:
    - (a) the nature of the grievance;
    - (b) the nature and extent of the injury, loss, or inconvenience;
    - (c) the results of previous discussions;
    - (d) His/her dissatisfaction with decisions previously rendered.

The principal or immediate superior shall render his decision formally within five (5) days after receipt of the written grievance.

4. The employee grievant, within five (5) school days after receipt of the decision of his principal or other immediate superior, may appeal the decision to the Superintendent of Schools. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the Association and to the principal or other immediate superior.

5. If the grievance is not resolved to the grievant's satisfaction, he no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall at the option of the Board, except as noted below, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and the Association within twenty (20) calendar days of the date of the hearing.

The referred to hearing, if granted, shall be held within a reasonable expeditious time after receipt of the appeal notice. Upon request of the grievant, a hearing shall be held by the Board on the following matters and the board shall not be required to give reasons for its decision. Decisions by the Board in these matters shall be final and such decisions shall not be subject to appeal to arbitration.

- (a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
  - (b) A complaint of a nontenured supervisor which arises by reason of his not being re-employed; or
  - (c) A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position, for which tenure either is not possible or not required.
6. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he wishes review by a third party, he shall so notify the Association within ten (10) school days of receipt of the Board's decision. If the Association determines that the matter should be reviewed further, it shall so advise the board through the Superintendent within twenty (20) school days of receipt of the Board's decision.

## 7. Procedures

- (a) The following procedure will be used to secure the services of an arbitrator:
  - (1) A joint request by the Association and the Board will be made to PERC to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC to submit a second roster of names.
  - (3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.
- (b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties, or any policy of the Board of Education. The recommendations of the arbitrator shall be binding.

- (c) Rights of employees to Representation:
  - (1) Any aggrieved person may be represented at any or all stages of the grievance procedure by himself, or, at his option, by the Association or by a representative selected or approved by the Association.
  - (2) When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level, be notified by the Superintendent that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
  - (3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.
- (d) Costs
  - (1) Each party will bear the total cost incurred by itself.
  - (2) The fees and expenses of the arbitrator will be borne by the party that loses the arbitration.
  - (3) If any time is lost by any employee who is required to be at arbitration proceedings, which have been mutually scheduled and agreed to there, shall be no loss of pay.
- (e) If, in the judgment of the Association, a grievance directly affects a group or class of employees the Association may submit such grievance in writing to the superintendent directly in accordance with the procedure set forth above and the processing of such grievance shall commence at said level. The Association may process such grievance through all levels of the grievance procedure.

#### **ARTICLE IV - Supervisory Employee Rights**

##### **A. Rights and Protection in Representation**

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

## B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employee hereunder shall be deemed to be in addition to those provided elsewhere.

## C. Just Cause Provision

No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause, as defined. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and limitations as set forth in Article III.

## D. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter that may adversely affect the status of his employment, he shall be given 48 hours prior notice (which will be in written form) of the reasons for such meeting or interview and shall have (a) representative(s) of the Association and/or attorney present to advise him and represent him during such meeting or interview. Any suspension shall be in accordance with provisions of 18A:25-6 and shall be with pay in compliance with 18A:6-8.3 until formal determination by the appropriate authority. The Association shall have the right to be present to protect the interests, not only of the individual involved, but also of the organization as the bargaining representative exclusively recognized.

## E. Criticism of Supervisory Employees

Any criticism of a supervisor shall be made in confidence and not in the presence of teachers, parents, students or at a public gathering. Any complaints regarding a supervisor must be made in writing. The supervisor shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association or legal counsel at any meetings or conferences regarding such complaint. Any anonymous complaint shall not be used in the evaluative process.

## **ARTICLE V - Association Rights and Privileges**

### A. Information

The Board agrees to furnish to the Association agenda and minutes of all Board meetings, and, upon request, information which may be necessary for the Association to process any grievance or complaint.

### B. Released Time for Meetings

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

### C. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

### D. Use of School Equipment

The Association shall have the right to use school facilities and equipment at times which will not interfere with the operation of school or central office business. The Association shall furnish all materials and supplies incident to such use and for any repairs necessitated as a result of said use.

### E. Exclusive Rights

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

### F. Agency Shop

#### 1. Purpose of Fee

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

#### 2. Amount of Fee – Notification

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will not exceed 85% of that amount.

#### 3. Termination of Employment

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

4. Changes

The Association will notify the Board in writing, of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

5. New Employees

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

6. Conflict with Other Units with Agency Shop

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

**ARTICLE VI - School Calendar**

A. The 2013-14 school work year for supervisors shall be as follows:

1. 202 days including:

- (a) 186 Base Instructional Days
- (b) Three (3) days for new teacher orientation
- (c) One (1) day all teacher orientation
- (d) Two (2) professional development days
- (e) Ten (10) total days after the close of school in June and before the opening of school in September, assigned by the superintendent or designee if not mutually agreed

B. Effective July 1, 2014, supervisors will be 12-Month employees and follow the 12-Month Employee Calendar.

**ARTICLE VII - Assignment**

A. All supervisors will be K-12. Assignments will be as follows:

- 1. Language Arts & Media
- 2. Mathematics & Business
- 3. Science, Gifted & Talented & Family Consumer Science
- 4. Social Studies, Visual Arts & Related Arts
- 5. World Language, ESL & Music
- 6. Special Education, Speech
- 7. Instructional Technology

- B. Each employee shall be given written notice of his/her assignment no later than the last weekday in May, provided when applicable; he/she has returned his signed contract. Such assignments are subject to individual changes of circumstances or emergency. Such employees affected by such change shall be notified promptly in writing.
- C. It shall be the policy of the Board to reimburse their employees for travel required in conjunction with their employment at the prevailing published rate established Internal Revenue Service (IRS) or by the New Jersey Office of Management and Budget (OMB) rate per mile, whichever is the highest permissible by law. Mileage from the employee's residence to his first place of work for the day and from his last place of work for the day to his residence shall not be reimbursable. If employees are expected to return to work a second time during the course of a day for evening functions, they shall be reimbursed for their mileage including any expected weekend travel to the school when administrative attendance is expected.

**ARTICLE VIII - Employment**

- A. Previously accumulated unused sick leave days will be restored to all employees who return from extended leaves.
- B. Employees shall be notified of their contract status no later than May 15 of each year; such contract shall be returned to the Superintendent within ten (10) days signed or unsigned.
- C. All benefits provided to Jefferson Township Education Association under latest contract will be extended to supervisors, except if specifically addressed in this contract.

**ARTICLE IX - Salaries**

A. Salaries

Supervisors will be paid bi-monthly. They may, at their own discretion, participate in the summer savings plan in accordance with the JTEA.

<b>Salary Range</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
Minimum:	\$ 90,950	\$ 97,771	\$ 99,238
Maximum:	\$ 118,547	\$ 127,438	\$ 129,350

1. No employee shall be paid at a salary rate below the minimum rate or above the maximum rate.
2. An employee hired after February 1 shall not receive a salary rate increase for the following year, except as may be required to increase his/her salary to the new minimum rate for that year.
3. Each employee not excluded by #2 above shall receive an increase as follows (as long as his/her rate does not exceed the maximum for that year).

2013-14: 2%  
 2014-15: 8%  
 2015-16: 2%

4. Upon attainment of an earned doctorate degree, an employee will receive additional compensation each year in the amount of \$3,000.
- B. The Board in its discretion may grant additional compensation to any unit member.
- C. Any employee, who submits to the superintendent of schools a written statement of intention to retire, shall be eligible for a special retirement allowance.
1. Notice required for special retirement allowance is as follows:
    - (a) If notice of retirement is given on or before September 30th of the retirement year, the allowance will be paid the following July 1st.
    - (b) If notice of retirement is given after September 30th of the retirement year, the allowance payment will be delayed until July 1st of the following budget year.
      - (1) Such allowance shall be paid in full on the last working day in the final month of employment.
      - (2) The retirement allowance shall be computed at the rate of one (1) day's pay for every four (4) days of accumulated unused sick leave to the employee's credit at the time of the announced contemplated retirement.
      - (3) The daily compensation to the employees, who retire under the aforesaid recommendations, shall be at the daily rate of pay which they earned in the year that the notice of retirement was given.
      - (4) The maximum retirement allowance will be \$15,000.
- D. The Association may designate three (3) tax-sheltered annuity plans to the Board of Education and the Board of Education shall permit employees wishing to participate in such plan to do so by way of a payroll deduction.
- E. The Board will pay professional dues for New Jersey Principals' and Supervisors' Association. Whenever a member of the JTSA, on whose behalf annual membership dues have been paid, leaves the district prior to June 30<sup>th</sup>, that individual shall reimburse the district a pro-rated share of the professional dues.
- F. Vacation Days: Effective July 1, 2014, supervisors shall receive twenty-five (25) vacation days with pay prorated. The dates of such vacation periods shall be submitted to the Superintendent of Schools at least ten (10) calendar days prior to the days requested for vacations consisting of five (5) or more days, and five (5) calendar days for less than five (5) days (except in the case of emergencies). No financial commitments shall be made prior to approval of vacation days. No more than five vacation (5) days can be carried over from year to year.

## **ARTICLE X - Evaluations**

- A. An employee shall have the right to see his evaluation reports, and shall have the right to a copy of all reports, if he requests said copy.
1. The evaluation report form to be utilized in the evaluation of employee shall include the date or dates of observation, the length of the period of observation on each date, and the specific class period designated by time that the evaluator was present in the classroom.

2. All classroom and other formal evaluations of an employee shall be recorded on the evaluation report.
- B. If derogatory reports or materials are to be retained for other than investigation, the supervisor shall be shown the reports or letters, and given the opportunity to file a written answer to such material. This answer will be placed along with the derogatory material in the supervisor's file. If the material is not to be retained, it shall be destroyed by the Superintendent.
  - C. In event any new material of non-confidential nature is to be placed in the personnel folder (confidential material by way of description and not limitation refers to references, transcripts, and the like) the employee shall be given a copy or notified prior to its insertion and be given the opportunity to review such material. The employee's written comments, if any, relative to the material, shall be made part of the employee's file.
  - D. Existing files shall be checked for derogatory material that was not shown to the supervisor, and if any exists, it may be returned to the supervisor's file only in accordance with the provisions of Paragraph B, above.
  - E. Every observation which prompts a formal written evaluation shall result in a conference between the supervisor and his immediate supervisor, and shall be initialed by both parties. If the supervisor requests a copy, initials shall be evident on the copy.

#### **ARTICLE XI - Sick Leave**

- A. Supervisors will receive ten and one half (10.5) sick days per year. Effective July 1, 2014, supervisors will receive twelve (12) sick days per year. Sick days shall be prorated at the rate of one per month to a maximum of their entitlement. If an employee begins work on the 15th of the month or earlier, he will receive one sick day for that month. If an employee begins work on the 16th of the month, or later, he will not receive a sick day for that month during the first year of their employment.
- B. Application for payment of sick leave in excess of three (3) consecutive working days should be supported by certification from an attending physician. A signed statement from the employee stating the nature of the illness and the reason why a medical certificate is not furnished may be accepted at the discretion of the Board.
- C. In case of frequent application for sick leave, the Board may, regardless of sick leave requested, require submission of a statement of a physician or submission to physical examinations by the school physician.

#### **ARTICLE XII - Temporary Leaves Of Absence**

- A. Employees shall be entitled to the following temporary non-cumulative personal days with full pay each school year.
  1. Three (3) personal business days shall be granted, without reason, for non-recreational purposes provided written application to the Superintendent of Schools is made at least five (5) days before any day requested (except in the case of

emergencies). Effective July 1, 2014 four (4) personal days shall be granted.

2. For absence due to illness of any member of the employee's immediate family living in immediate household, or for any member of the not living in the immediate household for whom a doctor's certificate is provided stating that the employee's presence is required for medical reasons, full pay for not more than four (4) days, in each school year shall be paid the employee. Effective July 1, 2014, this will increase to five (5) days. The immediate family is defined as: husband, wife, life partner, child, father, mother, mother-in-law, father-in-law, brother and sister.
  3. Employees who are summoned by the court to appear for the purpose of jury duty shall be granted leave for the period of absence. Jury duty in police, county, or other courts established under the laws of the State and deriving their authority there from is considered jury duty in a State court. Before Jury Duty leave is granted, an employee must submit a true copy of the official summons one (1) week prior to the beginning of such duty. Employees serving jury duty shall receive their full salary. Employees will endorse over to the Board of Education any remuneration they receive from the court.
  4. Up to five (5) days at any one time in the event of death of employee's spouse, child or parent. Up to three (3) calendar days at any one time in the event of death of the employee's son-in-law, daughter-in-law, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and grandchild. Employees shall be granted one (1) calendar day in the event of the death of a relative outside the employee's immediate family as defined above. In the event of death of an employee or student in the Jefferson Township School system, the Superintendent of Schools may grant to an appropriate number employees sufficient time off to attend the funeral.
  5. Allowances shall be made for time necessary for appearance in a legal proceeding in which employee's appearance is necessary in behalf of the Board.
  6. Up to five (5) days without pay for the purpose of marriage and honeymoon, or up to one (1) day without pay for the purpose of attending the marriage of a member of the immediate family.
  7. Other leaves of absence with pay may be granted by the Board for good and sufficient reason.
- B. Leaves taken under Section A above shall be in addition to any sick leave to which the employee is entitled.

### **ARTICLE XIII - Leaves of Absence**

- A. A leave of absence without pay for up to two (2) years shall be granted to any tenured employee who joins the Peace Corps, VISTA, Exchange Teacher, Overseas Teacher, or accepts a Fulbright Scholarship and is a full-time participant in any such above program.
- B. Military leave without pay shall be granted to any tenured or mandated employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- C. A reservist called to active duty shall receive pay and benefits based upon the current statute regarding this situation.
- D. To apply for a family or child rearing leave, the employee must furnish a written verification from a doctor.
  - 1. Sick leave may be utilized during the actual period of disability during pregnancy in accordance with state laws, regulations, and case law.
  - 2. Family leave for the care of a newborn or newly-adopted child shall be granted, without pay, to eligible employees in accordance with the federal Family and Medical Leave Act and the state Family Leave Act and applicable regulations.
  - 3. Leave for the care of a newborn or newly-adopted child shall be granted, without pay, to all employees, in addition to any leaves described above, for the remainder of the academic year in which the leave is granted. Renewals of unpaid child care leave for not more than the succeeding full academic year, for tenured supervisors, may be approved at the Board's discretion. Time on unpaid leave pursuant to this clause shall not be credited for tenure accrual and salary advancement.
  - 4. Any employee who may become pregnant during a leave of absence granted for prior pregnancy may apply to the Superintendent of Schools for one (1) additional year leave for maternity.
  - 5. The Superintendent of Schools, for proper cause and upon application of the employee, may recommend the termination of the leave for approval of the Board prior to its proper date of termination.
  - 6. Should any employee, absent on maternity leave develop any illness or malady as a result of such pregnancy, and be unable to resume her work at the end of her said leave because of such illness or malady, she may be granted a further leave of absence, not to exceed one (1) year, without pay, upon the recommendation of a physician approved by the Board and subject to the approval of the Superintendent of Schools and the Board.
  - 7. Requests for unpaid leave pursuant to paragraph three by non-tenured supervisors may be granted at the sole discretion of the Board. Time on such unpaid leave shall not be credited for tenure accrual and salary guide advancement.

8. A supervisor must apply for unpaid family or child care leave no less than ninety (90) calendar days prior to the anticipated delivery day wherever possible, or in the case of adoption, as soon as the teacher is informed of the date custody of the child will be obtained.
- E. Leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick member of the employee's family, i.e. spouse, child or parent. Additional leave may be granted at the discretion of the Board.
- F. Other leaves of absence without pay may be granted by the Board for good reason.
- G. All employees who wish to apply for a leave of absence, with or without pay, should comply with the Family & Medical Leave Act. During a term of disability, an employee may utilize all or part of accumulated sick leave.
- H. All extensions or renewals of leaves shall be applied for, and if granted, be in writing.
- I. In order to receive the contracted salary increase, an employee must have been on salary a majority of the school year prior to such advancement. (Majority defined as 51% of the contracted work days)
- J. All benefits to which an employee was entitled at the time his leave of absence commenced including credits toward sabbatical eligibility shall be restored to him upon his return. Reassignment upon return to school system shall be based on available positions and the needs of the school system.
- K. Upon return from leave granted pursuant to A, B and C of this Article, an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he had not been absent, provided however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure.

#### **ARTICLE XIV - Sabbatical Leave**

##### **A. Purposes**

The underlying philosophy of the sabbatical leave is to increase the quality of teaching and to gain enriching and broadening experience by professional study, research, or travel. Major consideration must be given to the benefits which will accrue to the pupils and the community, through the individual's personal growth. Sabbatical leave shall only be granted for formal study or formal research.

##### **B. Eligibility**

An applicant must be a certificated employee who has rendered service in the school system for no less than seven (7) active school years preceding the sabbatical leave. The applicant's statement of purpose and plan for sabbatical leave should reflect maturity and readiness commensurate with his experience in teaching.

C. Quota

Not more than one employee shall be granted leave in any one academic year.

D. Length of Leave

A sabbatical leave may be granted for a period of one (1) semester or one (1) full academic year.

E. Application Procedure

Application for sabbatical leaves of absence must be filed with the Superintendent of Schools not later than January 1st for a leave beginning the first semester of the next school year. An applicant for Sabbatical Leave of Absence shall file with the application form a detailed program for the period requested for Sabbatical Leave. All recommendations for approval will be made by the Superintendent of Schools to the Board.

F. Compensation

An employee on sabbatical leave (either for one half (1/2) of a school year or for a full school year) shall receive forty percent (40%) of their salary while on sabbatical leave.

G. Rights and Privileges

A certificated employee who is granted a sabbatical leave shall retain all rights to tenure and automatic increases in salary rating the same as though working during the period of leave. Interruption of the sabbatical leave program by serious accident or illness shall not affect the sabbatical leave contract, providing satisfactory evidence is presented to the Superintendent within twenty (20) days of such accident or illness. At the expiration of the leave, the employee shall be reinstated to his former assignment.

H. Obligations

An employee returning from sabbatical leave must remain employed with the district for a minimum of ten (10) months or forfeit the salary received while on sabbatical leave. Prior to commencing a sabbatical leave, the employee must sign a legal agreement to the aforementioned salary forfeiture.

I. Return to Service

An employee on sabbatical leave must notify the Superintendent of Schools in writing of his intention to resume duties in the system at least (60) days prior to the expiration of said leave. Upon return from sabbatical leave, a supervisor shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

## **ARTICLE XV - Professional Development and Educational Improvement**

- A. As incentive for furthering education, the Board will provide the following plan:
1. There will be an annual pool of \$7,500 for JTSA course reimbursement.
  2. Beginning July 1, 2007, the following reimbursement plan shall take effect:
    - (a) The first third of the pool will be applied to approved courses which are completed during the period of July 1<sup>st</sup> through August 30<sup>th</sup>.

The second third of the pool, plus any additional carryover from the first third will be applied to approved courses which are completed during the period of September 1<sup>st</sup> through December 31<sup>st</sup>.

The final third of the pool, plus any additional carryover from the previous two thirds, will be applied to approved courses which are completed during the period of July 1<sup>st</sup> through June 30<sup>th</sup> of the current year. Any unused portion of the pool will not be carried over to the next school year's pool.
    - (b) To determine the per credit reimbursement amount for the staff member, each of the three pools of money shall be divided by the number of credits completed during the particular period by all staff members.
    - (c) No staff member shall be reimbursed per credit more than they actually had to pay the educational institution per credit.
- B. An employee must maintain a "B" grade in each course. All courses must have prior approval of the Superintendent.
- C. All such credits shall have been taken:
1. In a college graduate programs approved by the Board,
  2. Or credits in or related to the applicant's field of certification.
- D. Summer courses taken by supervisors shall be reimbursable only if the individual returns to Jefferson Township the following school year.
- E. In the matter of course reimbursement, all expeditious means should be employed by both parties to assure payment.
- F. Course reimbursement of more than \$1500 annually obligates the member to service to the district for a two-year period following receipt of a passing grade or to be required to repay the amount in excess of \$1500 received for that year prior to the effective date of resignation. Any supervisor whose employment is terminated by the board will not be required to repay the Board.

## **ARTICLE XVI - Hospitalization**

A. The Board shall provide full family health insurance for all employees and their eligible dependents on the health plans that existed in the 2006-2007 contract year - POS, PPO and Traditional. All coverage and levels of coverage within each plan shall continue to remain at or above what existed during this time period. The Board shall pay 100% of the costs for these plans. Effective July 1, 2010 the Association is subject to the provisions of Chapter 2, PL 2010. Provisions of the health-care insurance plans shall be detailed in master policies and contracts in effect during the 2006-2007 Contract.

1. The following exceptions apply to Section A above.

- (a) For employees hired effective July 1, 2007 or after, the Board shall pay 100% of the cost on the POS plan for the first three (3) years of employment. During this period, if the employee selects a plan other than the POS plan, he/she shall pay through payroll deductions any difference in cost between that plan and the POS plan. The Board shall establish a Section 125 plan and bear the cost of the administration of the plan for this choice. At the completion of three years of employment, the Board shall pay 100% of the cost of any plan selected by the employee as identified in Section A above. Employees hired between July – December 31 shall be credited with a full year of employment. Employees hired between January 1 – June 30 shall be credited with a half year of employment so that open enrollment restrictions do not force the employee into to a period longer than the intended three (3) years of employment above, Section A-1b.
- (b) Effective July 1, 2011, the deductibles for Traditional and Out-Of-Network POS and PPO plans will increase from \$100 to \$200 for individual and \$200 to \$400 for Family.
- (c) Effective July 1, 2011 the office visit co-pay will increase to \$15.
- (d) Effective July 1, 2010 the Association is subject to the provisions of Chapter 2, PL 2010.

2. Dual Health Coverage:

Employees, who have health insurance coverage elsewhere, or in district through a spouse, may voluntarily choose to waive the Board-paid health insurance for the cash payments listed in the chart below. Waiver of health insurance will be for a calendar year (July 1- June 30). All applications for this waiver must be submitted with proof of alternate coverage for the employee and his/her eligible dependents. The Board shall provide the employee written notification and appropriate application forms annually at least 30 days prior to the application deadline.

Notification of the insurance waiver by the employee to the school Business Administrator must be made no less than 30 days prior to the waiver period, and must be restated in writing by the employee each year.

Payments shall be paid in two equal installments (December/June) in each school year in which coverage is waived. Payment will be prorated for employees hired after July 1<sup>st</sup> or who leave before June 30<sup>th</sup>. The Board shall establish a Section 125 plan and bear the cost of the administration of the plan for these payments.

Single:	\$1750
Husband/Wife:	\$3500
Parent/Child:	\$3000
Family:	\$4500

Employee re-enrollment into any of the health plans may occur during the open enrollment period(s).

An employee shall be entitled to reenroll in any health plan immediately if he/she submits proof of a life status change (e.g., loss of alternate coverage, unemployment, death or disability of a spouse; divorce or legal separation; activation to full-time military status; or a material change in the status of the spouse's insurance coverage. etc.)

B. The Board shall provide employee family dental coverage.

### **ARTICLE XVII - Curriculum Work – Reimbursement Procedures**

Any curriculum reimbursement for work related to the Three-Year Cycle, new course curriculum development, or, requested course updates will adhere to the following procedures:

- A. Formal adoptions will take place at the June Board meeting. At that time both curriculum revisions will be approved and new textbooks will be adopted. This necessitates that a complete curriculum revision and textbook recommendation will be due to the individual supervisor by May 15<sup>th</sup> from the given curriculum development committee. Curriculum revision, if done in the summer must be done the summer immediately prior to the adoption, not the summer of adoption (e.g. language arts summer work addressed in the 01 summer for BOE adoption in June 02).
- B. Curriculum work may also be done during the school year prior to adoption. The completion date remains the same, May 15th.
- C. Supervisors may be assigned curriculum writing as needed in accordance with their job description, when traditional curriculum writers are not available. Effective 9/1/2010, Supervisors will be compensated at \$37.50/hour. All curriculum writing must be pre-approved by the superintendent or designee and authorized for payment when the work is satisfactorily completed.
- D. The supervisor will keep track of curriculum hours worked by each individual under his/her assignment, making sure the standard format is followed, and that all work is properly completed. At that point he will submit to the superintendent or designee, copies of the completed curriculum, documentation of hours worked by each individual, and the amount of supervisory time spent by the supervisor if he/she is a ten-month employee. The appropriate supervisor will present the completed curriculum at a Board of Education meeting as determined by the superintendent or designee.
- E. Supervisors will be compensated for the supervision and coordination of multiple curricula during the summer at the rate of \$50/hour. All curriculum supervision hours must be pre-approved by the Superintendent or designee and authorized for payment when the work is satisfactorily completed. Effective July 1, 2014 supervisors will no longer be compensated for this duty.

## **ARTICLE XVIII - Miscellaneous Provisions**

- A. Copies of this Agreement shall be printed at the joint expense of the Board of Education and the Jefferson Township Supervisors within thirty (30) days after the Agreement is signed and presented to each employee now employed, hereafter employed, or considered for employment by the Board.
- B. Whenever any notice is required to be given by either of the parties to this Agreement, either party shall do so by registered letter at the following addresses:
  - 1. If by the Association, to Board at 31 Route 181, Lake Hopatcong, New Jersey 07849.
  - 2. If by the Board, to Association at the home address of the President of the Association.
- C. If any provision 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. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- E. There will be an allocation of \$500 per year, per member, for use to attend conferences or workshops approved by the Superintendent of Schools. Individuals can voluntarily pool their allocation for the use of another association member.

## **ARTICLE XIX - Continuity of Operation**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of the Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence or an employee of the Jefferson Township Board of Education from his position or stoppage or work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.

**ARTICLE XX - Duration**

- A. The instrument shall be effective July 1, 2013 except as otherwise provided, and shall continue and remain in full force and effect to and including June 30, 2016.
  
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be affixed hereto, all on the day and year first written above.

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Robin Knutelsky, President, Jefferson Township Supervisors' Association

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H. Ronald Smith, President, Jefferson Township Board of Education

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Dora E. Zeno, Board Secretary/Business Administrator