

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

2004 – 2005, 2005 – 2006,
and
2006 – 2007

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, 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. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to 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 first with his principal in an attempt to resolve the matter informally at that level. If a principal is not an immediate supervisor he will be informed of the nature of grievance.
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 dissatisfaction with decisions previously rendered.

The principal 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, both 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 teacher 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.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 judgement 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 in 18A:38-3. 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 by a supervisor or Board member of an employee shall be made in confidence and not in the presence of teachers, parents, students or at a public gathering. Any complaints regarding an employee made to a supervisor or Board member must be made in writing. The employee 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.

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, including computers, duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies, and equipment incident to such use.

E. Exclusive Rights

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the supervisory employees, as defined in the unit, and 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

ASSOCIATION-ADMINISTRATION LIAISON

A. Organization

Recognizing that any agreement entered into by the professional staff, the Board of Education and the supervisory personnel of schools will be effective in providing for better educational opportunities for children only if properly

implemented by way of effective and continuing communication on subjects related to current school practices and problems; therefore, the Liaison Committee shall be determined by the Association.

B. Meetings with the Superintendent

Meetings shall be held at the request of either party within seven (7) calendar days after request, but no more than (once a month) unless by mutual consent of both parties. Meetings shall be scheduled during the school day, unless otherwise mutually agreed, and shall be of a reasonable length to discuss areas of concern. The president of the Association and/or his representatives shall meet with the Superintendent and/or his designated representative(s) at the request of either party within seven (7) calendar days of said request, but these meetings shall not exceed one (1) per month unless by mutual consent. These meetings shall be of a reasonable length to discuss the areas of concern.

ARTICLE VII

SCHOOL CALENDAR

The in-school work year for supervisors shall be as follows:

1. 200 days including:
 - (a) One (1) day new teacher orientation
 - (b) One (1) day all teacher orientation
 - (c) Two (2) professional development days
 - (d) 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*
 - (e) Being on-call at home during inclement weather days.
 - Plus an additional two (2) days' orientation for new supervisors

* The parties agree to reopen negotiations in December 2004 and/or December 2005, if the Board deems additional summer work is necessary.

ARTICLE VIII
TEACHING ASSIGNMENTS

All supervisors will be K-12 with the exception of the Business Education chairperson who will oversee the Art, Home Economics, and IA/Technology departments in addition to the Business Education department at the Middle School and High School. The World Language supervisor will also supervise grade **6-12** Music departments and ESL programs and oversee K – 12 the ESL and Music programs.

ARTICLE IX
EMPLOYMENT

- A. Up to full credit on the Employees' Salary Schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment. Earned credit of no less than two (2) years for military experience or alternative civilian service required by the Selective Service system will be given. Credit may be granted for two (2) years of Peace Corps and Fulbright Scholarship experience. All of the aforementioned will be based upon the most current statutes.

- B. Previously accumulated unused sick leave days will be restored to all employees who return from extended leaves.

- C. 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.

- D. All benefits provided to Jefferson Township Education Association under latest contract will be extended to supervisors, except if specifically addressed in this contract.

ARTICLE X
ASSIGNMENT

- A. All employees shall be given written notice of their tentative assignments for class, subject, building, and room assignments no later than the last day of attendance in June provided he 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.
- B. It shall be the policy of the Board to reimburse their employees for travel required in conjunction with their employment at the prevailing published IRS rate. 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.
- C. Certified employees shall not be assigned to teach outside their areas or scope of their teaching certificate.

ARTICLE XI
SALARIES

- A. Salaries
Supervisors will be paid on an eleven-month basis for the pay period commencing August 1.

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Minimum	75,000	78,000	80,000
Maximum	98,289	101,238	104,275

- 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).

2005-06:	\$3,680
2006-07:	\$3,850

4. Maximum will increase by 3.0% in 2005-06 and 2006-07.

B. The Board in its discretion may grant additional compensation to any unit member.

C. Longevity is eliminated in favor of all-inclusive salaries.

D. Any employee having been in the employ of the school district for ten years, 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) For all employees hired after July 1, 1997, the maximum retirement allowance will be \$10,000.

E. 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.

ARTICLE XII 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 teacher 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 teacher's file. If the material is not to be retained, it shall be destroyed by the Superintendent.

1. 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 teacher, and if any exists, it may be returned to the teacher'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 teacher and his immediate supervisor, and shall be initialed by both parties. If the teacher requests a copy, initials shall be evident on the copy.

ARTICLE XIII
SICK LEAVE

- A. Supervisors will receive 10.5 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 XIV

TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary non-cumulative personal days with full pay each school year.
1. Up to two (2) days leave of absence for personal business which requires absence during school hours. A written application form shall be submitted to the building principal for personal leaves at least five (5) days before any day requested (except in the case of emergencies) and the applicant for such leave shall be required to state the reason for taking such leave. The principal shall forward the approval form to the Superintendent's office after approval of the principal. Applications for leave of absence shall be guaranteed for the following days only:
 - a. Employee's House Closing.
 - b. Court Appearance when subpoenaed
 - c. Teacher Graduation Day
 - d. Employee's child college orientation and for graduation.
 - e. Professional consultation for employee or member of household when such appointment must be scheduled during employee's working hours, (such as: Psychiatric or medical exams, child guidance).
 - f. Grave illness of any member of employee's immediate family not living in employee's household when such employee's presence is requested by attending physician.
 - g. Employee's divorce hearing or involvement in civil suits when the employee is a necessary part of the action.
 - h. Employee's participation in examination when such examination cannot be scheduled beyond employee's working hours.
 - i. Upon written request, the same two days may be granted, at the discretion of the building principal, for needs such

- as funeral arrangements and observations or home emergency situations when no immediate action may result in financial loss.
- j. Any religious holidays stipulated by state law where said observance prevents the employee from working on said days.
2. One (1) personal business day shall be granted, without reason, for non-recreational purposes provided written application to the building principal is made at least five (5) days before any day requested (except in the case of emergencies). Personal days, without reason, may not be used before or after any school holiday or before or after any school vacation.
 3. For absence due to illness of any member of the employee's immediate family living in the employee's household or for any member of the employee's immediate family not living in the employee's 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. The immediate family is defined as: husband, wife, children, father, mother, mother-in-law, father-in-law, brother and sister.
 4. 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 therefrom 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.
 5. 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.

6. 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.
 7. 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.
 8. 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 XV

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, National Teacher Corps, 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 teachers, 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 teachers 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 teacher 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. All leaves will recognize the need to provide for continuity of instruction, minimize the disruption of the teaching/learning process, establish dates with certainty and secure appropriate personnel.
- F. 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.
- G. Other leaves of absence without pay may be granted by the Board for good reason.
- H. All employees who wish to apply for a leave of absence, with or without pay, should read and complete form F4152.3. During a term of disability, an employee may utilize all or part of accumulated sick leave.

- I. All extensions or renewals of leaves shall be applied for, and if granted, be in writing.
- J. In order to advance to the next step on the salary guide, an employee must have been on salary a majority of the school year prior to such advancement. (Majority defined as 51% of the school calendar days for 10-month employees.)
- K. 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.
- L. Upon return from leave granted pursuant to A, B and C of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he 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.
- M. All extensions or renewals of leaves shall be applied for, and if granted, be in writing.

ARTICLE XVI
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 XVII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. As incentive for furthering education, the Board will financially help those employees who are willing to provide the time and energy to become better supervisors. The following plan will remain in effect.
- B. A supervisor shall receive reimbursement according to JTEA Agreement for up to nine (9) credits per year to a maximum of \$900 per year at an approved college or university of his/her choosing. The total funds available for the group are \$ 3,600 annually. An employee must maintain a "B" grade in each course. All courses must have prior approval of the Superintendent.
- C. All of the credits shall have been taken within a period of ten (10) years prior to

the date of application for placement on a particular guide and in any event all such credits must have been obtained since receipt of a baccalaureate degree.

- D. 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.
- E. Summer courses taken by supervisors shall be reimbursable only if the individual returns to Jefferson Township the following school year.
- F. In the matter of course reimbursement, all expeditious means should be employed by both parties to assure payment.

ARTICLE XVIII
HOSPITALIZATION

- A. The Board shall provide full family hospitalization on the existing district health plan for all employees hired prior to July 1, 1997. All employees hired after July 1, 1997 will be provided single coverage by the district; however, if this clause is deemed unenforceable through the current health care carrier, it will take effect if the district obtains another health carrier. Any district employee who already receives full health coverage and becomes a supervisor will maintain full family health coverage.
- B. The Board shall provide employee family dental coverage.

ARTICLE XIX
DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Association and New Jersey Principals and Supervisors Association as said employees individually and voluntarily authorize the Board to deduct. The Board agrees to deduct Association dues in accordance with Chapter 310, Public Laws of 1967, NJSA 52:14-15.9e, and under rules established by the State Department of Education. Said monies together with record of any corrections shall be transmitted to the treasurer of the Association at reasonably frequent periods following the monthly pay period in which the deductions are made.
- B. Representative Fee
1. The Board agrees to deduct, from the salaries of its employees, a representative fee as per Chapter 123, P.L. of 1974 amended and to transmit same to the treasurer of the Association.
 2. The Association agrees to abide by all of the provisions of Chapter 123, P.L. of 1974 as amended.
 3. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of action taken or not taken by the employer in conformance with this provision.

ARTICLE XX
CURRICULUM WORK – REIMBURSEMENT PROCEDURES

Curriculum reimbursement for work related to the Six Year Cycle, new course curriculum development, and, 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 15th from the given curriculum development committee.
- B. 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).
- C. Curriculum work may also be done during the school year prior to adoption. The completion date remains the same, May 15th.
- D. Supervisors may be assigned curriculum writing as needed in accordance with their job description, when traditional curriculum writers are not available. Supervisors will be compensated at \$30/hour up to a maximum of 20 hours per curriculum. All curriculum writing must be pre-approved by the superintendent or designee and authorized for payment when the work is satisfactorily completed.
- E. 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.
- F. Compensatory time will be phased out during the life of this agreement. For Year 1 only (summer 2004), compensatory time may be earned, with prior approval of the superintendent or designee. Each hour worked will accrue as one hour of compensatory time.

- G. Compensatory time can be taken in increments of half-days or full days. No more than five compensatory days can be taken in any one year. If compensatory days are not used prior to retirement or the leaving of the district, they will be lost. Consecutive compensatory days or compensatory days used to extend a holiday can only be taken with the prior approval of the superintendent or designee. For the purpose of calculating compensatory time, a school day will be considered to be 7 hours.

ARTICLE XXI

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 28 Bowling Green Parkway, 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 XXII

CONTINUITY OF OPERATION

- A. 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 XXIII

DURATION

- A. The instrument shall be effective July 1, 2004 except as otherwise provided, and shall continue and remain in full force and effect to and including June 30, 2007.

- 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.

Robert Quinn, President, Supervisors' Association

Eileen Matak, Vice President, Supervisors' Association

Gary R. Bowen, Ed.D., Superintendent of Schools

John Andre, Board of Education President