

BOARD OF EDUCATION
OF
WALLINGTON, NEW JERSEY

SUPERVISORS' CONTRACT

2004 - 2005

2005 - 2006

2006 - 2007

Dr. Frank A. Cocchiola, Jr.
Superintendent of Schools
Wallington, New Jersey

PREAMBLE

This Agreement is applicable as of the 1st day of **July, 2004** and is entered into by and between the Board of Education of the Borough of Wallington, New Jersey, hereinafter called the "Board", and the Wallington Supervisors' Association, hereinafter called the "Association".

ARTICLE I: RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all full-time certificated supervisory personnel under contract to the Board, but excluding:

- Principals and Vice-Principal
- Superintendent
- School Board Secretary/Business Administrator

ARTICLE II: GRIEVANCE PROCEDURE

The Grievance Procedure shall be as set forth in Schedule "A" attached hereto. However, it is agreed by and between the parties that on all non-tenure supervisors, the question of the renewal of their contracts as supervisors is in the sole discretion of the Board and is not grievable. This would not impact their status as a teacher.

ARTICLE III: SUPERVISOR AND BOARD RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any supervisor or to the Board such rights as each may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to each party hereunder shall be deemed to be in addition to those provided elsewhere.
- B. No supervisor shall be disciplined without just cause.
- C. Whenever any supervisor is required to appear before the Superintendent, Board, or any

committee or member thereof, concerning any matter which could adversely affect the continuation of that supervisor in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview, if the supervisor so notifies the other party, in writing.

D. A majority representative of public employees in an appropriate unit shall be entitled to act for and to negotiate agreements covering all employees in the unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to employee organization membership.

ARTICLE IV: ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Wallington Supervisors' Association, the New Jersey Education Association, and the National Education 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.

B. The Association or its representatives shall have the right to use school buildings at all reasonable hours for meetings with prior approval of the Superintendent. The Superintendent of Schools shall be notified in advance of the time and place of all such meetings, provided same shall not interfere with or interrupt normal school operations.

C. The Association agrees that it will not engage in any act violative of State law.

ARTICLE V: SCHOOL CALENDAR

The school calendar for the 2004-05, 2005-06 and 2006-07 school years shall be 188 days each (including three snow days), of which the supervisors shall be required to attend 180 days of teaching each year, and a total of five days to include orientations (2), staff development (2) and end-of-the-year processing (1). Supervisors shall be available for two days of orientation prior to student arrival and

one day after student dismissal at the end of the school year.

The Guidance Department Supervisor, Curriculum/Professional Development/State Testing Supervisor, Director of Elementary School Services will work 20 days after the teachers' final day in June. These 20 days will include 5 consecutive days immediately following the final teachers' day, 5 consecutive days prior to the official reporting date for teachers and 10 days as determined by the Supervisor and the principal. He/she will receive an additional 10% of the base salary for this time. He/she will be allowed a maximum of five (5) additional days of work in the summer with pay (based on the per diem rate of the previous year) with the approval of the Superintendent of Schools or his/her designee. The director of athletics reports during the summer as per the board's agreement with him/her.

Sick Time

1. Supervisors will receive ten (10) paid ill days for a school year. These days are cumulative. In the event a supervisor is hired in mid-month no sick time will be provided for that month if the appointment is effective after the 15th of said month. One (1) day will be provided if the appointment is effective on or prior to the 15th.
2. If a supervisor who reports to work leaves prior to the middle of the day due to an illness he/she will be charged a full ill day. If a supervisor leaves work due to an illness after the middle of the day, he/she will be charged one-half of an ill day. The mid-point of the day will be defined as:

Elementary School (8:20 am – 3:15 pm in 2000-01) - Mid-Point – 11:47 am
Secondary School (8:10 am – 3:05 pm in 2000-01) - Mid-Point – 11:37 am

ARTICLE VI: SUPERVISORY HOURS & TEACHING LOAD

A. **Sign In:** Supervisors shall place a checkmark in the appropriate column of the faculty "sign-in" roster when reporting for duty; in the event they are late, they shall write in the time of their actual arrival and explain their lateness in an appropriate space provided, which explanation shall then be signed.

B. **Co-Curricular Activities:** Participation in extra-curricular activities shall be voluntary. However, in the event sufficient volunteers are not available, the Superintendent shall make

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such appropriate assignments on a rotating basis, as may be necessary.

C. **Field Trips:** Participation in field trips which extend beyond the supervisors in-school

workday, and overnight week-end trips, shall be voluntary. However, in the event sufficient volunteers are not available, the Superintendent shall make such appropriate assignments as may be necessary, on a rotating basis.

D. Assignments for the purposes as set forth in "B" and "C" above, by the Superintendent shall not be grievable. However, if the decision of the Superintendent is arbitrary or capricious, the same shall be grievable.

E. **Daily Time Schedule:** Supervisors shall be required to report for duty by 8:10 a.m. at the high school, and 8:20 a.m. at the elementary schools, and shall remain and be available for pupils' aid and other professional responsibilities for thirty (30) minutes after the close of the pupils' school day, except on days preceding school holidays and vacations, and on Fridays; on such days, the supervisors may leave ten (10) minutes after the close of the pupils' school day.

F. **Answering Service:** The Board agrees to provide a telephone tape answering service between 4:00 p.m. and 7:00 a.m. for supervisors to report unavailability for work.

G. **Internal Substitution:** Whenever a supervisor covers a class during their normal unassigned period, they will be compensated at a rate of \$26 in 2004-05, \$27 in 2005-06 and \$28 in 2006-07.

H. **Home Instruction:** The rate of pay for home instruction will be \$35.00 per hour. This compensation is for instructional time only. Transportation is not included. The student's parent/guardian, or the adult present during the home instruction must sign off on the time in and out.

Once a student is approved for home instruction by the Board or its designee, the principal (elementary) or guidance office (secondary) will initiate the process to schedule appropriately certified teachers. The process will be:

1. The classroom, or subject area teacher that the student has for the course, will be asked to provide the instruction first.

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2. In the event that the classroom or subject area teacher is unavailable, another teacher at the same grade level (elementary), subject area (secondary) or with the appropriate certificate will be offered the home instruction assignment.

3. In the event that no teacher is found to provide the instruction after steps one and two, a teacher with the appropriate certification will be assigned by the Superintendent of Schools.

I. **In-Service:** Compensation for conducting in-service workshops teacher will be \$100 per session and there must be a minimum of two hours presentation by the individual conducting the workshop; workshop to have prior consent and approval of the Superintendent.

J. **Extra Teaching Assignment:** If there is a need to expand the academic course offerings, a supervisor may be approached by the administration regarding his/her willingness to accept an additional teaching assignment. Advance notification of the meeting between the supervisor and administrator will be sent to the WSA president. The supervisor has the right to refuse this additional assignment. If the supervisor agrees to the assignment compensation will be \$2,500.

K. **Flex Time**

Classes can be scheduled outside of the traditional school day in the following manner:

High School - A "period zero" could be scheduled as follows:

1. The class would meet from 7:40 a.m. to 8:22 a.m.
2. The staff member would be required to report no later than 7:30 a.m.
3. The staff member would have to consent to such a schedule for it to take effect.
4. The staff member would be excused 42 minutes early to compensate for the early arrival. (2:23 p.m. for regular dismissal and 2:06 p.m. on early dismissal days)
5. The staff member will call the superintendent's office whenever they may be late for work so that coverage can be arranged.
6. The staff member will be required to attend the principal's monthly meetings, Superintendent's meetings, monthly departmental meetings and district staff

development programs.

(The elementary schedule for FLEX TIME is different and will be applied as per the WEA contract (teachers' section) if it needs to be used.)

L. Faculty Meetings

The supervisors will be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending principals', department, grade level, Superintendent's or other professional meetings at the rate of three (3) per month. The meetings may extend to 3:45 p.m. When the meeting is determined to be concluded by the person(s) responsible, the participants are free to leave. (This does not include individual meetings with parents, teachers, the principals or Superintendent.)

ARTICLE VII: NON-SUPERVISORY DUTIES

A. **Student Transportation:** Supervisors shall not be required to drive students to activities which take place away from the school building. A supervisor may do so voluntarily, however, with the advance approval of the Superintendent. In such event, he/she shall be compensated at the rate per mile established by the I.R.S. for the use of his/her own automobile.

B. **Staff Transportation:** Employees who use their automobiles daily during the course of a school day between the hours of 8:33 and 11:30 a.m. and 12:30 and 2:55 p.m. traveling from one building to another, excluding lunch, shall be reimbursed at the rate of \$100 per school year.

C. **Chaperoning:** Assigned staff members who are chaperoning a school function, **outside of the regular school day**, will be compensated at the rate of \$27.50 (04-05), \$30 (05-06) and \$35 (06-07) per function, excluding the advisor. The maximum number of assigned teachers will be four to six, depending upon the school activity and need. If the chaperone assignment requires an overnight stay the teacher will receive compensation of \$100 per night. If a Saturday assignment is required, compensation will be \$50 if less than 4 hours and \$100 if over 4 hours, including time for transportation. This excludes any personnel that are paid as advisors, coaches, etc.

D. **Translations:** Any supervisor who is requested to perform language translations by the building principal, vice-principal, child study team, guidance personnel, or Superintendent's office, such that their preparation/professional period is lost will be compensated at the

appropriate internal substitution rate, “\$26.00 in 2004-05, \$27 in 2005-06 and \$28 in 2006--07 per class period.”

ARTICLE VIII: SUPERVISOR EMPLOYMENT

Supervisors shall be notified of their contract and salary status for the ensuing year no later than May 15th if the salary guide has been adopted by the Board by May 1st. If adopted later, they shall be notified within thirty days of its adoption.

ARTICLE IX: SALARIES

A. The salaries of all supervisors covered by the Agreement are set forth in the 2004-05, 2005-06 and 2006-07 salary guides which are attached hereto and made a part hereof.

B. 1) Supervisors employed on a ten month basis shall be paid in twenty equal semi-monthly installments.

2) Supervisors may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be deposited by the Board of Education Business Office in the Teachers' Credit Union in individual accounts, and controlled by the individual staff member. **The board office must be notified by October 1 if the employee elects to participate. The decision will be for the entire year.** All employees shall have the option of direct deposit of their paychecks. **The board office must be notified by the first day of school if the employee elects to participate. The decision will be for the entire year**

3) When a pay day falls on or during a school holiday, bank holiday, vacation or weekend, supervisors shall receive their pay checks on the last previous working day.

4) Supervisors shall receive their final checks on the last working day in June after all check-out materials have been submitted and reviewed, and all end-of-year

responsibilities have been met (i.e. grades, final records, etc.) as verified by the Superintendent of Schools or his/her designee.

5) Employment or adjustment increments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties and only in accordance with the following:

(a) That procedures be adhered to as outlined in Article XII, "Supervisor Evaluation".

(b) The principal shall not forward any recommendation to withhold a teacher's increment or a part thereof through the Superintendent to the Board unless at least sixty calendar days prior thereto, and in no case no later than April 1st of the preceding year in which such action would take effect, the principal has given to the teacher against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendation, specifying the nature thereof with such particulars as to furnish the supervisor an opportunity to correct and overcome the same.

(c) Once a recommendation is forwarded to the supervisor and the Board, the supervisor may within ten school days file a grievance commencing at the Board level. The Board shall take no action on the recommendation until the evidence is heard by the Board according to the grievance procedure as set forth heretofore in Schedule "A" of this Agreement.

(d) Any action by the Board to withhold an increment or any part thereof shall be subject to advisory arbitration as set forth in Schedule "A" of this Agreement. The arbitrator shall have the opportunity to recommend to restore all or any part of the increment withheld, retroactively.

(e) Any employment increment or adjustment increment or part thereof withheld under this provision may be restored the following year

unless the procedures set forth in this provision are followed once again, in which case, the increment or increments previously withheld and any additional increments which may be due may be withheld in whole or in part.

C. **Health Plan:** The Board agrees to pay the cost of a medical health plan for all full time employees during the period that they are on the Board payroll and actually being paid for services rendered. Any employee on leave of absence or maternity leave or for any other leave or reason with no pay, will be dropped from the aforementioned Plan for the applicable period, excluding those on leave as per the State or Federal Family Leave Act who will be entitled to coverage as per law. (Effective July 1, 1999)

D. **Dental Plan:** The Board agrees to pay the full premium rate of a 70/30 Dental Service Plan, according to the limits of the application. In any event, not more than the cost of a family plan, if applicable, for all full-time employees during the period employees are on the Board payroll and actually being paid for services rendered. Any employee on leave of absence or maternity leave or for any other leave or reason with no pay, will be dropped from the aforementioned Plan for the applicable period.

E. **Prescription Plan:** The Board agrees to pay the full premium cost of a Co-Pay Prescription Plan. As of July 1, 2004 the Co-Pay will increase to \$5 for generic drugs and \$15 for name brand drugs, according to the limits of the application, for all full time employees during the period that they are on the Board payroll and actually being paid for services rendered. Any employee on leave of absence or maternity leave or for any other leave or reason with no pay, will be dropped from the aforementioned Plan for the applicable period, excluding those on leave as per the State or Federal Family Leave Act who will be entitled to coverage as per law.

F. **Tuition:** The Wallington Board of Education agrees to pay full tuition costs for faculty members who are required to earn certification to teach a new course which has been approved by the Board as part of the school curriculum. A grade of "B" or better is required

for reimbursement.

G. Column Movement:

1. Only approved graduate level courses will count towards horizontal guide movement on the salary guide.
2. In order to enact horizontal guide movement on the salary guide the Superintendent of Schools must be notified of the possibility of such movement by February 15 of the year prior to movement, and all coursework must be verified 30 days prior to the start of the school year.
3. Column movement will take place the school year following the credit/degree acquisition. No movement will take place during a school year.

H. Tuition Reimbursement: The Board agrees to pay the cost of tuition reimbursement up to 50% for graduate courses taken at an accredited college/university within the individual's subject area, or in the areas of student personnel services, technology, or administration/supervision, and approved by the Superintendent of Schools, excluding mail order, Internet or video courses. A grade of "B" or better is required. The Board has agreed to a cap of a total \$3,000. The permissible per credit cost will be capped based on the average of the three closest State universities, Montclair State University, William Paterson University and Ramapo University, for each of the three years of the Agreement.

Supervisors will be reimbursed for a maximum of 9 credits per year. Reimbursement will be made upon the first of employment of the school year following the course completion. If the supervisor was non-renewed at the end of the year that the course was taken, he/she will receive the reimbursement upon the completion of that year, if all appropriate paperwork has been submitted. A supervisor who retires from his/her position at the end of the year in which he/she met the requirements for tuition reimbursement will be reimbursed at the end of the school year of retirement. A staff member who resigns his/her position will not be reimbursed for tuition costs taken during their final year in the Wallington Public School District.

If the reimbursement requests from Association members exceeds the cap in any given year, the reimbursement will be prorated as per the number of credits earned. Although credits earned through Internet courses are not eligible for tuition

reimbursement, the successful completion of Internet graduate level courses at accredited colleges or universities will count towards horizontal guide placement (i.e. MA + 15, MA + 30, Dr.)

Reimbursement

1. Supervisors must present the Superintendent of Schools with notice of attendance at graduate level courses prior to attending the first class for review and approval.
2. Verification of payment and completion of coursework must be submitted upon the completion of the course according to the following timelines.
 - a) Transcripts for fall courses must be submitted to the Superintendent of Schools with all other required material no later than Feb. 1.
 - b) Transcripts for spring courses must be submitted no later than August 1.
 - c) Transcripts for summer courses must be submitted no later than November 1.
3. Reimbursement will be made after the first day of school of the next school year.

I. **Unused Sick Day Buy-Out Option** - Within 60 days of the end of a given school year a supervisor who is retiring from his/her teaching/supervisory position may request compensation for any amount of his/her accumulated, unused sick days. The rate of compensation will be determined by 20% of the per diem salary.

J. **Stipends:** The stipends for the supervisors **assuming an additional department** will be \$3,000 per department. If a department has 3 or more members the compensation will be the full amount for the year. If the department has less than 3 members the compensation will be at 50% of the amount agreed to for that particular year. **The stipend will be built into the annual salary.**

K. When a supervisor is required to work additional time on tasks which can not be done during the normal school day he/she will be paid at a rate of \$25.00 per hour. These

functions and hours will be for the preparation of the HSPA/GEPA/SRA or any other activity deemed necessary by and approved by the principal or superintendent. A specific schedule

will be planned between the supervisor and administrator.

L. If a supervisor assumes the duties of a second department he/she will be compensated at the full rate (\$3,000) for that department. If the department is assumed after the beginning of the school year, the compensation will be prorated on a monthly basis. (Department status regarding compensation is based upon the size requirement as defined in paragraph J)

M. **Athletic Director:** If the athletic director were to assume the duties of a supervisor of any academic department, it would be considered their first to determine their compensation.

ARTICLE X: SUPERVISOR ASSIGNMENTS

A. All supervisors shall be given written notice of their salary schedules, class and/or subject building assignments for the forthcoming year not later than June 30th, except for necessary changes, and such changes to be solely within the discretion of the Superintendent. Emergency changes will be discussed on an individual basis with the supervisor.

B. Decisions of the Superintendent and the assignment by the Superintendent shall not be grievable. However, the supervisor shall have the right to discuss the matter with the Superintendent in the presence of the WSA president or designee.

ARTICLE XI: VACANCIES, PROMOTIONS, TRANSFERS & RE-ASSIGNMENTS

A. 1. Not later than May 15th of each school year, if known, the Superintendent shall deliver to the WSA's President, and post in all school buildings a list of the known vacancies

which are anticipated for the following year.

2. Supervisors who desire a change in their dept./teaching assignment may file a written statement of such desire with the Superintendent not later than May 15th. Such statement shall include the department to which the supervisor desires to be assigned; however, the decision to change the assignment rests solely within the Superintendent's discretion and is

not grievable.

3. As soon as practicable, and no later than the last day of school in June, the Superintendent shall post in each school and deliver to the WSA's President, a system-wide schedule showing the names of the supervisors and their assignments.

B. All openings for positions in the summer school, home teaching federal projects, and other programs (including non-supervisory positions for which supervisors may be qualified and eligible), shall be adequately publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies set forth in Section "A" above.

ARTICLE XII: SUPERVISOR EVALUATION

Procedure for Evaluation

1. a. The major purpose of supervisory evaluations is to provide assistance to the supervisor and to evaluate supervisory process. The responsibility for making recommendations regarding the supervisor rests with the building principal and the Superintendent of Schools.
b. Supervisors will be evaluated once per year by the building principal. A conference will follow the evaluation.
2. The principals, supervisors and the Superintendent will continue to visit teachers during the year, giving particular attention to the new teacher, the teacher approaching tenure, and those whose adequacy has been questioned.
3. Independent conclusions regarding re-employment or placement on tenure will be reached by March 1st and reported to the Superintendent. Where differences in judgment prevail, further study will be given to the individual.
4. If deemed advisable by the Superintendent, contract offers will be withheld to provide time for further study and consultation. In this case, supervisors in question will be notified before contracts are distributed. Final decision will be made and non-tenure supervisors notified as soon as possible after March 1st, but not later than May 15th.

5. The Superintendent will make the final decision and recommendation to the Board of Education.
6. Following Board action, contract offers will be sent to all supervisors whose evaluations are positive, and who plan to continue their services insofar as it is known to the administration.
7. Following receipt of contract offer, supervisors will be given fifteen days within which to declare their intent to accept the offer.

ARTICLE XIII: TEMPORARY LEAVES OF ABSENCE/PERSONAL DAYS

A. DEATH IN IMMEDIATE FAMILY

An allowance of **five consecutive calendar days shall be granted for bereavement.** Immediate family shall be considered as father, mother, spouse, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, **step children, brother-in-law, sister-in-law** or “significant other.” (The days will begin to be addressed the day following the date of death.)

B. DEATH OF OTHER RELATIVE OR CLOSE FRIEND

An allowance of one **bereavement** day leave shall be granted with pay for attendance at a funeral of “**other relative.**” **An allowance of up to two bereavement days per year shall be granted with pay for attendance at a funeral of a “close friend.”**

C. SERIOUS ILLNESS IN THE IMMEDIATE FAMILY

An allowance of up to two days leave shall be granted for the immediate family in case of serious illness (immediate family same as "A" above). **Employees are to report the person(s) in the immediate family who are ailing to the Superintendent of Schools when calling in the information regarding the absence. Illness in the immediate family days may be taken on a one-half day basis.**

D. OTHER EMERGENCIES OF A PERSONAL NATURE/PERSONAL DAYS

An allowance of up to two days leave with pay shall be granted for any of the following

reasons:

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1. Court Subpoena.
2. Marriage of the employee.
3. Personal business which cannot be handled outside school hours.
4. Religious holidays as listed by the Commissioner of Education, per Schedule "D" attached.
5. Any other emergency or urgent reason not included in 1 to 4 above, with the approval of the Superintendent of Schools.

Personal days as hereinbefore defined shall be granted upon a written request submitted to the Superintendent of Schools at least five days in advance, except in an emergency, then the five day period may be waived by the Superintendent. Furthermore, no personal day or days shall be granted for the day or days immediately preceding or following a school holiday or vacation period unless specifically approved by the Superintendent of Schools.

If a staff member is given permission to report to work after the middle of his/her work day, or to leave prior to the middle of his/her work day for personal reasons as per items #1 – 5 above, he/she will be charged one-half of a personal day.

- Elementary school supervisors will have to work until 11:30 a.m. if requesting a p.m. half personal day, and will have to report to work by 12:15 p.m. if requesting an a.m. half personal day.
- Secondary School supervisors will have to work four periods in the a.m. session to request a p.m. half personal day, and will have to report to work by 11:30 a.m. if requesting an a.m. half personal day.

E. EXTENDED LEAVE OF ABSENCE

1. A leave of absence without pay, of up to two years shall be granted to any supervisor who joins the National Teacher Corps, or services as an exchange teacher and is a full-time participant in either of such programs, or accepts a Fullbright Scholarship. This is limited to one staff member a year, and for tenure staff members only.
2. Military leave, without pay, shall be granted to any supervisor who is inducted into

any branch of the Armed Forces of the United States for the period of said induction, and

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three months thereafter, or three months after recovery of any wound or sickness at the time of discharge, or until the expiration of two years from the date of discharge, whichever comes first.

3. Other leave of absence, without pay, may be granted by the Board for good reasons.
4. a. Upon return from leave granted pursuant to Section 1 or 2 of this Article, a supervisor 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 leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A supervisor shall not receive increment credit for the time spent on a leave granted pursuant to section 3 of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

- b. All benefits to which a supervisor was entitled at the time the leave of absence commenced, include unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon their return, and they shall be assigned to the same position which they held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

F. REIMBURSEMENT OF UNUSED DAYS

Supervisors who have not used their two personal days and one of their two illness in the family days upon the conclusion of the school year will receive one additional accumulated sick day.

ARTICLE XIV: DEDUCTIONS FROM SALARY

Deductions from salary for members of the Negotiation Unit for dues for the Wallington Supervisors' Association, the Bergen County Education Association, the New Jersey

Education Association, or the National Educational Association shall be made in accordance with the laws of the State of New Jersey (Chapter 310, P.L. 1967), NJSA S2:14-15.9c.

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ARTICLE XV: MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board Policy for the term of said Agreement and the Board shall carry out the commitments contained therein and give them full force and effect as Board policy.

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

C. Any individual contract between the Board and an individual supervisor, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of supervisors or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

E. Copies of this Agreement shall be duplicated at the expense of the Board within thirty days after the Agreement is signed and presented to the supervisors.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions(s) of this Agreement, either party shall do so by telegram

or certified letter, return receipt requested, at the following addresses:

1. If by the Association to the Board, at Jefferson School, Wallington, N J.
2. If by the Board, to the Association President, at the designated school, Wallington, N.J.

G. Except as this contract shall hereafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this

Agreement, as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement.

H. The Board and the Association recognize the complexity of the subject matter of this written Agreement between the parties dealing with terms and conditions of employment. It is, therefore, agreed that the inclusion of any item or article in this contract, shall not be used by either of the parties as evidence of the item's or article's negotiability or non-negotiability in any future negotiations or proceedings.

ARTICLE XVI: DURATION OF AGREEMENT

THIS AGREEMENT shall be effective as of July 1, 2004 and shall continue in effect until **June 30, 2007**, or until a successor agreement is negotiated and ratified by the WSA and the Board.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President attested to by its

Secretary, and its Corporate Seal to be placed thereon, all on the day and year first above written.

WALLINGTON SUPERVISORS' ASSN.

WALLINGTON BOARD OF EDUCATION

BY _____

President

President

BY _____

Secretary

Secretary

Date _____

Date _____

SCHEDULE "A"
GRIEVANCE PROCEDURE

DEFINITION

The term "grievance" shall be defined herein as set forth in Public Laws of 1968, Chapter 303.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instance:

The failure or refusal of the Board to renew a contract of a non-tenure supervisor.

PROCEDURE

1. Any aggrieved supervisor who has a grievance shall discuss it first with his/her principal (or immediate superior or department head, if applicable), within seven (7) days following the treatment, act or condition, or seven (7) days after he/she should have reasonably known of the aforesaid treatment, act or condition which is the basis of his/her complaint. Failure to act within seven (7) days, as aforesaid, shall be deemed to constitute an abandonment of the grievance.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved employee, he/she shall, within seven (7) days, set forth his/her complaint in writing to the Principal. The Principal shall communicate his/her decision to the employee in writing (5 copies), within three (3) days of the receipt of the written complaint.
3. The employee may appeal a decision to each next higher authority in turn. The sequence shall be, employee to the immediate supervisor, to the building principal, to the Superintendent, to the Board of Education. Prior to each appeal, the employee shall (in writing), inform the authority who last rendered a decision of his/her intention to appeal to the next higher authority.

4. If any employee wishes to carry his appeal beyond the level of the building principal, the employee shall present his full complaint in writing, along with a copy of the principal's decision, and the employee's written reason setting forth the grounds for his/her continued appeal, to the Superintendent within one (1) week of the date of the principal's decision as outlined in #2 above.
5. The Superintendent shall review the materials submitted and discuss the issues with parties involved, and will attempt to resolve the matter as expeditiously as possible. The Superintendent shall render a written decision (5 copies to appellant), within ten (10) days of the date of the appeal.
6. At no point prior to an official hearing or meeting with the Board shall the employee discuss with any Board members or any one of them, the subject of the employee's complaint or matters relating to the substance of the complaint.
7. If dissatisfied with the action taken by the Superintendent of Schools, the employee may request a meeting with the Board. Such a request shall be made in writing to the Secretary of the Board and copies sent to the principal and to the Superintendent of Schools. The request shall describe the points of issue including reasons for the employee's dissatisfaction with the action taken in the preceding steps.
8. To carry an appeal to the Board of Education, the employee shall submit to the Board Secretary the complete records thus far accumulated, as well as his/her written reason for continuing the appeal. The appeal to the Board of Education must be submitted to the Board of Secretary within one (1) week of the Superintendent's decision. The employee shall notify the Superintendent of his action in writing.
9. Upon receipt of any appeal to the Board, the Secretary shall notify the President of the Board who shall determine whether to schedule the appeal for an executive session, unless the same is such as required to be heard at a public meeting, on longer than three (3) weeks after receipt of the appeal by the Secretary. In the event any of the hearings on the appeal are not completed in the session set by the Board, as aforesaid, the Board shall schedule additional or continued hearings within seven (7) days until the conclusion of the hearing. This time

element shall be followed unless mutually agreed otherwise, in writing, by the parties.

10. The Board of Education shall review the facts and shall make the final decision in all cases of dispute referred to it within three (3) weeks. The final decision shall be communicated to the parties concerned through the Superintendent of Schools immediately after the decision.
11. In the event a supervisor is dissatisfied with the determination of the Board he/she shall have the right to advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968. A demand for advisory arbitration shall be made no later than fifteen (15) days following receipt of the written determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved supervisor and the Board shall mutually agree, in writing, upon a longer time period within which to assert such a demand. In the event of arbitration, the costs of the arbitrator's service shall be shared equally by the appellant and the Board. If the appellant is represented by the Association, the Association will bear the expense for the appellant.
12. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a supervisor is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
13. In the event that the seven day period mentioned in #1 of this Grievance Procedure within which a grievance must be initiated, falls within a holiday vacation period, those vacation days shall not be included in the seven day count. This exclusion for a holiday vacation period shall not pertain to the summer vacation period.

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