

Contract no 1469

AGREEMENT
between the
SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION
and the
SCOTCH PLAINS-FANWOOD SUPERVISORS ASSOCIATION
JULY 1, 1990 to JUNE 30, 1993

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ARTICLE 1
RECOGNITION

- A. The Scotch Plains-Fanwood Board of Education, hereinafter referred to as the "Board," recognizes the Scotch Plains-Fanwood Supervisors Association, NJAPS hereinafter referred to as the "Group," as the exclusive representative concerning grievances and terms and conditions of employment for all full-time personnel in the job classification of Supervisor.
- B. Unless otherwise indicated, the term "Supervisor" when used hereinafter in this Agreement shall refer to all personnel represented by the Association as defined in Section A. above. References to either male or female members shall include the opposite sex.

ARTICLE II

NEGOTIATIONS PROCEDURES

A. Negotiations

1. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123 P.L. 1974 in a good faith effort to reach agreement concerning terms and conditions of employment for all employees for whom the Association is authorized to negotiate.

2. Any agreement so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate and shall be reduced to writing upon being ratified by the Association, upon being adopted by appropriate resolution of the Board, and shall be signed by the Board and the Association.

B. 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. Definitions

1. A "grievance" is a claim by a Supervisor that he/she has suffered a loss or injury as a result of misinterpretation, misapplication, or violation of this Agreement, policies, or administrative decisions affecting terms and conditions of employment.
2. A grievance to be considered under this procedure must be initiated by the Supervisor within twenty-five (25) calendar days from the time the action is taken or when the act is known or should have been known.
3. An aggrieved person is the person or persons making the claim.

B. Purpose

The purpose of this procedure is to resolve differences, at the lowest possible administrative level, concerning the rights of the parties regarding the terms and conditions of employment of the employees covered by the contract.

C. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
2. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. Level One

1. Any Supervisor who decides either alone or with the assistance of the Association that he/she has a grievance shall discuss it with the Assistant Superintendent or Principal, whoever is appropriate, in an attempt to resolve the matter informally at that level. If, as a result of the discussion, the matter is not resolved to the satisfaction of the Supervisor within seven (7) calendar days of such discussion, the Supervisor shall set forth his/her grievance in writing to the Assistant Superintendent specifying:
 - a. the nature of the grievance and the date occurred;
 - b. the results of the previous discussions;
 - c. his/her dissatisfaction with the decisions previously rendered; and
 - d. relief sought.

E. Level Two

1. The Supervisor, no later than seven (7) calendar days after receipt of the Assistant Superintendent's decision, may appeal the decision to the Chief School Administrator or his/her designee. This appeal to the Chief School Administrator must be made in writing, reciting the matter submitted to the principal as specified above and the Supervisor's dissatisfaction with the decision previously rendered. The Chief School Administrator shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) calendar days, the chief School Administrator

shall communicate his/her decision in writing to the Supervisor and the Association.

F. Level Three

1. If the grievance is not solved to the Association's satisfaction, he/she may request an informal appearance with the Board. The request shall be submitted in writing to the Chief School Administrator who shall attach all related papers and forward the request to the Board. A committee of the Board shall review the grievance, conduct the informal appearance with the employee, if requested, and render a decision in writing within forty-five (45) days.

G. Level Four

1. If the Association is dissatisfied with the decision of the Board Committee, and only if the grievance pertains to a violation of this Agreement between the Board and the Association, the Association shall file with the Public employment relations Commission a request for the submission of a panel of arbitrators to hear the particular issue. The parties shall be bound by the rules of PERC. The Association shall notify the Chief School Administrator of its decision to arbitrate.
2. The Association shall represent or approve the representative of said grievant at the arbitration level.
 - a. The arbitrator so selected shall confer with the representatives of the Board and the Association, shall hold hearings promptly, and shall issue his/her decision

not later than thirty (30) calendar days from the date of the close of hearings.

- b. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement between the parties.
- c. The recommendations of the arbitrator shall be binding. His/her decision shall be in writing but he/she shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement.

H. General Regulations

1. All appeals taken past the immediate superior of the aggrieved party must be stated in writing.
2. All time limits stated within this procedure must be strictly adhered to unless an extension is mutually agreed-upon in writing by both parties.
3. Staff members who participate in any matter processed through the grievance procedure or who refuse to participate in such process are assured that neither party to the Agreement shall engage in any reprisals because of their participation or refusal to participate.
4. The aggrieved party and his/her representatives shall have the right to be present at all hearings conducted at any step of the grievance procedure.

5. The right of a staff member to attempt to resolve a grievance directly through normal administrative procedure is not to be abridged in any way.
6. There will be no suspension of a grievance procedure when schools are not in session except by mutual consent of the parties.
7. The aggrieved shall have the right to present his/her own appeal or designate representatives of the Association to appeal with him/her or for him/her at any step in his/her appeal through the level of Chief School Administrator. If the aggrieved does not designate a representative, the Association shall be notified that a grievance is in process and shall have the right to be represented at all hearings pertaining to the grievance.
8. In the event that a grievance results from an action of a school official higher than the rank of Assistant Superintendent the grievant may set forth his/her grievance in writing to the Chief School Administrator or his/her designee, specifying:
 - a. the nature of the grievance and date occurred;
 - b. the results of the previous discussions;
 - c. his/her dissatisfaction with decisions previously rendered; and
 - d. relief sought.

The Chief School Administrator or his/her designee shall render his/her decision to the member in writing within seven (7) calendar days of receipt of the written grievance.

9. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by party incurring same.

I. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

ARTICLE IV

SUPERVISOR'S PERSONAL RIGHTS AND ACADEMIC FREEDOM

- A. All Supervisors shall have the right to freely organize, join and support the Association for the purpose of engaging in professional negotiations and other Association activities.
- B. The personal life of supervisors is not an appropriate concern nor within the purview of the Board except as it may interfere with the effective performance of his/her assigned duties within the school district.
- C. Members shall be entitled to full rights of citizenship, and no religious, social or political activities of any supervisors or the lack thereof shall be grounds for any discipline or discrimination with respect the professional employment of such member, providing said activities do not violate any local, state or federal law.
- D. Supervisors will not be disciplined or reprimanded without just cause.

ARTICLE V

SUPERVISOR'S RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish the Association available information that is in the public domain upon reasonable request. The Board shall furnish copies of the available information upon written request therefore but shall not be required to prepare information not already in existence.
- B. The Association shall have the privilege to use space in district school buildings at reasonable non-school hours on school days for meetings provided that the approval of the Principal has been secured in advance of the time of all such meetings in accordance with Board policy.
- C. The Association will have reasonable use of the post boxes and the inter-school mail service.

ARTICLE VI

TERMS AND CONDITIONS OF EMPLOYMENT

A. The Board agrees to hire as Supervisors only those who are eligible for certification as supervisors.

B. Notification

Upon employment, the Board shall notify the Association in writing the certificates and degrees held and the address of each new supervisor. A copy of the Board's minutes of the meeting when the new member was approved for employment will suffice.

C. Recruitment

Promotional vacancies in the school system will be made known to members of the Association as they arise. Association members may apply for any open position and applications for transfers to new or vacant positions will be considered.

D. Notification of Contract and Salary

Supervisors shall be notified of their contract and salary status in accordance with N.J.S.A. 18A:27-10.

E. Travel

Each supervisor shall receive an annual stipend of \$300.00 as reimbursement for all required use of personal automobiles for travel within and outside the boundaries of the school district, except that supervisors shall be reimbursed at the IRS rate for required travel that exceeds fifty (50) miles from the District. Effective July 1, 1991, the stipend shall increase to four hundred dollars (\$400.00). Effective July 1, 1992, the stipend shall increase to four hundred fifty dollars (\$450.00).

F. Credit for Prior Experience

1. Employees hired on or before January 9 of each school year shall be considered as employed for a full year.
2. Employees hired on or after January 10 of each school year shall be considered as employed for one-half (1/2) year.

ARTICLES VII

SALARIES

<u>YEARS OF SERVICE</u>	<u>1990 - 1991</u>	<u>1992 - 1992</u>	<u>1992-1993</u>
0 - 5	\$49,988	\$53,612	\$57,284
6 - 10	51,869	55,629	59,440
11 - 14	53,750	57,647	61,596
15 - 16	57,244	61,394	65,599
17 +	60,737	65,140	69,602

ARTICLE VIII

WORK YEAR/WORK DAY

- A. The work year for Supervisors shall be ten and one half (10-1/2) months, not to exceed one hundred ninety-eight (198) days.
- B. Work days for Supervisors shall be designated at the beginning of the school year through mutual agreement between the Association and the Assistant Superintendent. All Supervisors may not be required to work on the same days. The scheduled work days for individual Supervisors may be changed by mutual agreement between the Supervisor and the Assistant Superintendent.
- C. Supervisors who are required by the Superintendent or his designee to work full days in excess of the one hundred ninety-eight (198) days specified in this Article will be paid for each additional full day at the rate of 1/198 of their annual salary.

ARTICLE IX

EVALUATION

- A. Evaluations will be conducted in accordance with the provisions of NJAC 6:3-1.19 and 1.21.
- B. No evaluation report shall be filed in the Superintendent's office or shared with the Board of Education before the Supervisor has had the opportunity to read it, discuss it with the Superintendent (Principal) (Evaluator), and offer written comments. To this end, the evaluative reports shall be shared with the evaluatee no less than ten (10) days prior to the date concluding the evaluation period.
- C. Procedure
1. Minimum of one (1) formal evaluation report will be filed by the appropriate administrator for each tenured supervisor during any given year and a minimum of three (3) evaluations shall be made for nontenured supervisors.
 2. A conference shall be held with each supervisor prior to the written evaluation report. The written evaluation report shall be compiled and submitted to the supervisor within five (5) days following the date of the conference.
 3. As soon as it is determined that a supervisor is not meeting expectations, as delineated in the evaluation criteria, and needs to correct specific deficiencies in order to be recommended for reemployment or salary increment, a conference will be held with the evaluator to discuss the situation. As an outcome of the conference, a written statement detailing

specific deficiencies and suggestions for improvements will be given to the staff members within five (5) working days. In order to provide the evaluatee sufficient time to implement suggestions for improvement, a written statement shall precede the March evaluation with as much lead time as possible.

D. The non-renewal of a non-tenure supervisor's contract shall be in accordance with the provisions of NJAC 6:3-1.20.

E. Notification of Intention to Return

If the non-tenured supervisor desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before June 1st in which event such employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue the employment of the supervisor.

ARTICLE X

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its Supervisors, dues for any combination of such associations as said Supervisors individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any correction shall be transmitted to the Treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse said monies to the appropriate association or associations.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice prior to the effective date of such change and shall furnish to the Board the new authorizations from its members showing the individual deduction authorizations and the total authorized deductions for each employee, it being understood that the only obligation of the board shall be to remit to the Group the total deduction and not the individual deductions. It shall be the obligation of the Group from the total deduction to make the further individual deductions authorized by the members.
- C. The program now in force for payroll deductions with the Union County Teachers' Federal Credit Union shall remain.

ARTICLE XI

PROFESSIONAL GROWTH

- A. The Board agrees to implement the following at the beginning of the school year:
1. To provide a pool of \$7800 for the cost of tuition during any one school year for any supervisor who takes course work approved in advance by the Superintendent, not to exceed six (6) credits per school year per supervisor.
 2. To pay other reasonable expenses incurred in connection with workshops, seminars, or conferences which are either approved in advance by the Superintendent or which the member is required to attend.
 3. To pay membership dues in one professional organization which the member voluntarily joins.

ARTICLE XII

SICK LEAVE

- A. All Supervisors employed under a ten and one-half (10-1/2) month contract, shall be entitled to eleven (11) days of sick leave in a school year. The sick leave days shall be accumulated in accordance with the New Jersey statutes.
- B. Supervisors shall inform their Assistant Superintendent or other immediate superior as soon as it is practically feasible, that a sick day will be required. Failure to notify may result in a denial of sick leave.
- C. After all sick leave allowed under Section A. above has been used, an additional thirty (30) days at the supervisor's pay less substitute pay may be applied for in writing to the Superintendent. The Board will consider each case individually.
- D. 1. Employees who terminate employment with at least ten (10) years of qualified service in the TPAF and who will be eligible to receive a TPAF pension shall be entitled to receive compensation for accumulated sick leave days at the rate of fifty (\$50) dollars per day to a maximum of forty-five hundred (\$4500) dollars.
2. Compensation provided by this section shall be paid between July 1 and July 31 following the retirement of the employee except for those employees who are applying for Social Security Benefits. Employees who are applying for Social Security Benefits will be paid under these provisions in the

same month in which the employee received his/her last
paycheck.

3. Maximum payout: Forty-five hundred (\$4500) dollars.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

Supervisors shall be entitled to the following temporary leaves of absence without loss of pay:

- A. A total of two (2) days leave of absence for such personal or other matters which require absence during the school hours. Application to the Assistant Superintendent for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies), and the applicant for such leave shall not be required to state the reason for taking such leave other than he or she is taking it under this section. One (1) day of such personal leave may be accumulated so as to permit the employee a maximum of three (3) personal leave days in any one (1) school year.

Effective September 1, 1986 all employees shall be required to state the reason for requesting the employee's last available personal leave day for the year.

Personal leave may not be used to extend a school holiday or recess period except in an emergency, in which case the reason for the emergency is to be stated. A day surrounding a weekend of Saturday or Sunday is not considered a school holiday or recess, unless a holiday should precede or follow the weekend. A day required for a religious observance may be taken if contiguous with a holiday if so stated.

- B. The actual time necessary for appearance in court or before a state administrative agency pursuant to a duly issued subpoena. The subpoena shall be presented to the building principal or immediate

superior for approval in advance of the appearance at court or the administrative agency.

- C. A maximum of five (5) days at any one time in the event of the death of a mother, father, spouse, or child. A maximum of three (3) days in the event of the death of a brother, sister, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandmother, grandfather, grandchild.
- D. Members of the organized Reserve of the Army of the United States, Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, shall be entitled a leave of absence without loss of pay or time on all days on which he/she shall be engaged in field training. Supervisors shall make every effort to participate in field training during non-school periods whenever possible. Employees who are required to serve jury duty shall receive their regular daily pay less any stipend received for jury duty.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

A. Leaves Without Pay

1. Leaves of absence without pay may be granted to tenured supervisors, and such leaves of absence without pay for good causes may be approved or rejected upon written application to the Chief School Administrator thirty (30) days prior to the commencement date of the requested leave. In emergency situations, in which thirty (30) days notice would not be possible, the request must be submitted in writing for the approval or disapproval of the Chief School Administrator and would be subject to the concurrence of the Board in writing. During leaves without pay, employees who wish to continue insurance coverage may do so at their own expense through the Board.

2. Child Care, Maternity, Paternity, or Adoption

An employee may request, in writing, to the Chief School Administrator, a leave of absence without pay for child care, maternity, paternity, or adoption for a period of not more than one (1) employee work year (September-August). A leave for child care, maternity, paternity, or adoption shall, on application, be granted for a period through the balance of the work year in which the leave commences.

- a. This leave of absence may exist for one employee work year and up to one (1) full year's extension thereafter until the beginning of the next employee work year. At this time, the employee must return or officially resign the position.
- b. This leave of absence may be shortened upon written request to the Chief School Administrator and Board of Education approval. This approval will be based upon the staffing needs of the district at the time of request and the satisfactory assurance that the employee is again able to devote full time to his/her position.
- c. Employees on this leave of absence may be employed as regular substitutes in the district any time following the birth or adoption of the child upon written request to the Chief School Administrator and approval of the Board of Education.
- d. Military leave without pay shall be granted to any tenured employee entering the military service of the United States. Such employee shall be entitled to the benefits, rights, and privileges with respect to tenure and pension and the benefits which he/she would have had or acquired if he/she had actually serviced in such employment during such period of leave of absence, in accordance with N.J.S.A. 18a:6-33 and N.J.S.A. 38:23-4.

- e. A leave of absence without pay of up to one (1) year may be granted to a supervisor for the purpose of caring for a sick member of the supervisor's immediate family, which is defined as mother, father, brother, sister, husband, wife, children, father-in-law, mother-in-law, grandmother, or grandfather.

ARTICLE XV
SABBATICAL LEAVE

A. Eliqibility

Supervisors who have completed seven (7) or more years of continuous satisfactory service in the Scotch Plains-Fanwood Public Schools may be granted leave for one academic year for professional study or research, with the approval of the Superintendent for research leading to professional growth which would be beneficial to the Scotch Plains-Fanwood School System and is in an area directly connected with his/her work in the Scotch Plains-Fanwood Public Schools.

B. Number of Leaves Authorized

The number of Sabbatical Leaves approved for Supervisors shall not exceed more than one (1) during any given academic year.

C. Application for Leave

Application for Sabbatical Leave shall be made on or before February 1st of each succeeding year for a leave during the following year. If approved, such leave shall officially begin the following September and shall be on a one-year basis only unless a different effective date and period of duration is mutually agreed upon by the member and the Superintendent. Applications shall be made to the Superintendent upon the appropriate form and shall include the program to be followed by the Supervisor during the period of leave. Each applicant shall be notified promptly by the Superintendent, in writing, of decision covering the application.

D. Subsequent Service

At this expiration of sabbatical leave, the supervisor shall enter into a contract to continue in the service of the Scotch Plains-Fanwood Board of Education for a period of not less than two (2) years after the expiration of the leave of absence.

If any supervisor fails to continue in service after such sabbatical leave, he/she shall repay the Scotch Plains-Fanwood Board of Education a sum of money equal to the amount of salary received while on leave of absence, unless such supervisor is incapacitated, has been discharged or has been released for good and sufficient reasons by the Board of Education from this obligation.

The aforementioned repayment shall be made in full by a certified check payable to the order of the Scotch Plains-Fanwood Board of Education within seven (7) days after the supervisor has been informed by the Board Secretary as to the full amount of salary to be repaid.

Other arrangements for repayment may be considered, upon written request to the Board of Education, detailing the proposed arrangements and subject to acceptance by the Scotch Plains-Fanwood Board of Education.

E. Status of Tenure and Pension

The period of sabbatical leave shall count as regular service for the purpose of retirement planning and contributions by the supervisor to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired.

F. Illness or Accident

Should the program of study or itinerary being pursued by the supervisor on sabbatical leave be interrupted by serious accident or illness (established by evidence satisfactory to the Superintendent), this fact shall not constitute a breach of the conditions of such leave and shall not prejudice the supervisor against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent is notified of such accident or illness by registered letter within ten (10) days of its occurrence. Arrangements may be made subsequently to carry out the intent of the sabbatical leave contract.

G. Forfeiture of Leave

The supervisor to whom sabbatical leave has been granted shall accept responsibility for providing evidence (transcript or comparable document) that the purpose of the leave is being fulfilled, bearing in mind that an ethical relationship and a contractual agreement exists between the recipient and the Superintendent of Schools and the Board of Education.

If the Superintendent is convinced that a supervisor on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse after giving the supervisor an opportunity to be heard.

H. Reinstatement

It is the intent of the Board of Education to replace the supervisor while on sabbatical leave and not have his/her responsibilities assumed by other supervisors. At the expiration of sabbatical leave, the certificated supervisor shall be reinstated in the position held by such supervisor at the time such leave was granted, unless he/she shall agree otherwise. This is further conditioned by the presentation of a written report to the Superintendent of Schools in which is stated the activities engaged in while on sabbatical leave and the subsequent benefits expected therefrom.

I. Salary

The salary granted to a supervisor on sabbatical leave for one-half (1/2) year shall be the same salary to which he or she would be entitled if not on leave, minus the regular deductions for Federal Income Tax and for Teachers' Pension Fund as computed for all employees. The salary granted to a supervisor on a full school year sabbatical leave shall be one-half (1/2) of the salary to which he or she would be entitled if not on leave, minus the regular deductions for Federal Income Tax and Teachers' Pension Fund. The salary payments shall be in accordance with the general time schedule for payments of salaries in the Scotch Plains-Fanwood Public Schools.

ARTICLE XVI

HEALTH INSURANCE, DENTAL PLAN

- A. The Board shall provide for and pay the cost of a health insurance program. Such program shall include medical-surgical and major medical coverage for the employee and his/her family. The current plan being utilized is that of the Connecticut General Life Insurance Company (Policy No. 36181). The benefits of the Connecticut General Life Insurance Company shall be equal to or greater than Blue Cross, Blue Shield and Rider J. The benefits under the major medical coverage shall be:
1. 100% of covered expenses after \$2,000;
 2. \$1,000,000 life time maximum;
 3. doctor's attendance benefits while hospital confined to 100% of Reasonable and Customary charges;
 4. radiation therapy to a \$560 maximum schedule amount;
 5. out-patient mental and nervous problems--70% of Reasonable and Customary charges without any other limitations; and
 6. survivors benefits clause providing that if an insured employee dies, health premiums will be covered for a two-year period.
- B. 1. The Board agrees to provide a basic dental plan. The plan shall be New Jersey Dental Plan Service Plan, Inc., Option B., Family Coverage, children covered to the age of 23 or equal.
2. The Board shall provide dental coverage at 60% on basic benefits and 50% of prosthodontic and orthodontic benefits

on the usual, customary and reasonable fee concept under the New Jersey Dental Service Plan, Inc. Program 1-A.

- C. The Board shall provide for Health Care Insurance for individuals within the unit who retire within the contract period, after serving the Scotch Plains-Fanwood School District for twenty (20) years or more. The coverage provided shall be that under the current contract less Medicare when the individual is eligible for Medicare. The cost of retirement coverage shall be as follows:
- | | | |
|------------------------------------|------|-------------------|
| 1st year of retirement..... | 100% | paid by the Board |
| 2nd year of retirement..... | 90% | paid by the Board |
| 3rd year of retirement..... | 80% | paid by the Board |
| 4th year of retirement..... | 70% | paid by the Board |
| 5th year of retirement..... | 60% | paid by the Board |
| and from the 7th year forward..... | 50% | paid by the Board |
- The individuals so covered shall be required to pay the necessary contribution to the Board in advance of the payment of the premium by the Board.

ARTICLE XVII

NON-DISCRIMINATION CLAUSE

The Board and the Association agree that no discrimination shall be carried on in any of their practices, and that the policies of both organizations as well as the application and administration of this Agreement, shall not cause any discrimination on the basis of race, creed, color, religion, national origin, sex, age, domicile, or marital status.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. This Agreement and its appendices shall constitute the entire Agreement between the parties and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- B. If any such 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 provisions 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. Copies of this Agreement shall be printed at the equal expense of the Board of Education and the Supervisors Association.

ARTICLE XIX

PROTECTION OF SUPERVISORS AND PROPERTY

- A. A supervisor may use such reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or in control of a pupil.
- B. 1. Whenever a civil action is brought against a supervisor for any act or omission arising out of and in the course of the performance of his or her duties, the Board of Education shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal if any, and shall save harmless and protect such supervisor from any financial loss resulting therefrom. The Board may arrange for and maintain appropriate insurance to cover all such damages, losses, and expenses.
2. Should any criminal action be instituted against a supervisor, act or omission arising out of or in the course of his or her duties, and should such proceedings be dismissed or result in a final disposition in favor of such supervisor, the Board of Education shall reimburse the Supervisor for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- C. In the event a supervisor is absent as a result of injuries sustained because of an assault upon the supervisor in the course of his/her duties, the Board of Education shall pay the full salary

or wages for the period of such absence, up to one calendar year, without having such absence charged to the annual sick leave or cumulative sick leave. The amount of salary or wages paid shall be reduced by the amount of any Workmen's Compensation award made for temporary disability. The Board may arrange for and maintain appropriate insurance to cover the payment of such wages.

- D. 1. Supervisors shall immediately report in writing cases of assaults suffered by them in connection with their employment to their principal or other immediate superior.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the supervisor for information in the possession of the Superintendent relating to the incident or persons involved and shall act in appropriate ways as liaison between the supervisor, the police, and the courts.
- E. The Board shall reimburse supervisors for the reasonable cost of any clothing or other personal property which is damaged or destroyed as a result of an assault committed upon a member of the Association while such member was acting in the discharge of his/her duties and within the scope of his/her employment. Such reimbursement shall not cover any clothing of the staff member or personal property which was not physically on their person during the assault. The Board reserves the right to bring an action at law to recover any such reimbursements made by the Board, and the Association agrees on behalf of their members affected that the Board shall receive an authorization and/or assignment of those

rights of the staff member that may be required in order for the Board to commence an action to recover such costs.

ARTICLE XX

NOTICE PROVISIONS

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or by certified mail at the following addresses:

A. If by the Association to the Board of Education:

Evergreen & Cedar Streets
Scotch Plains, New Jersey 07076

B. If by the Board of Education to the Association:

Supervisors Office
Evergreen & Cedar Streets
Scotch Plains, New Jersey 07076

ARTICLE XXI

DURATION

A. This Agreement shall be effective as of July 1, 1990, and shall continue in effect until June 30, 1993, subject to the Scotch Plains-Fanwood Supervisors' Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

SCOTCH PLAINS-FANWOOD
SUPERVISORS' ASSOCIATION

Jeffrey Gysko
President

Hayden Hill
Secretary

SCOTCH PLAINS-FANWOOD
BOARD OF EDUCATION

August Ruggiero
President

Rick J. Mansell
Secretary