

AGREEMENT

between

WASHINGTON TOWNSHIP BOARD OF EDUCATION

and the

WASHINGTON TOWNSHIP PRINCIPALS' ASSOCIATION

Covering the Period

July 1, 2004 to June 30, 2005

Approved by the BOE on
August 24, 2004

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PREAMBLE

This Agreement entered into by and between the Board of Education of Washington Township, the Township of Washington, County of Gloucester, New Jersey, hereinafter called the "Board" and Washington Township Principals' Association, hereinafter called the "Association", provides as follows:

ARTICLE I – RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive representative for collective bargaining on matters concerning grievance procedures, salaries and terms and conditions of employment for all personnel under contract or on leave approved by the Board and employed by the Board of Education in the following designated positions: (a) principals, (b) executive assistant principals, (c) assistant principals, (d) Building Level Director, (e) District Level Directors, and (f) Grant, Research & Assessment Administrator.

ARTICLE II – PURPOSE

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

ARTICLE III – SALARIES

- A. Salaries for those individuals employed in the positions covered by this Agreement during July 1, 2004 – June 30, 2005, shall be as described in Exhibit A.
- B. No action being taken in the execution of this Agreement is to be construed as a promise of reemployment of any individual covered by the provisions of this Agreement.

C. In order to receive credit for a year of service, an administrator must be employed by the Board in an administrative position in a specific salary category for more than half of the work days indicated in Subsection B of Article IV.

D. INITIAL HIRING

Those individual administrators newly hired during the term of this Agreement will have their initial salaries determined by the Board of Education as follows:

1. In no case will the Board of Education hire any administrator at an initial salary higher than the salary guide.
2. The Board of Education retains the prerogative to determine initial placement. However, the initial salary will not be lower than the first step of the appropriate guide. The Board recognizes the need to provide adequate initial compensation.
3. All Administrators, newly hired or voluntarily transferred, must be placed on an existing step of the guide for the position in which they are assigned.

ARTICLE IV – FRINGE BENEFITS

A. GENERAL

1. The Board will provide and pay for health care protection for individual and full family coverage at a level of benefit equal to the AmeriHealth PPO, POS and CMM plans in effect January 1, 2001. Office visit co-pay shall be \$15.00. Both individual and full family protection will be extended at the Board's cost (no cost to the employee).
2. The Board shall provide all members with a description of health care insurance coverage and a description of the conditions of the coverage and the individual limits thereof.
3. a. During the term of this contract, the Board of Education shall provide and pay for dental, prescription, and employee assistance (EAP) programs for individual and full family coverage at the level of benefits or equivalent, as described in the Delta Dental Plan of New Jersey, Inc. and Blue Cross, Blue Shield and Gloucester County Consortium contracts effective June 30, 1992, for each member who shall be eligible for and shall be enrolled in a prescription drug and dental plan through a company to be selected by the Association and approved by the Board. Eligibility for enrollment for

benefits shall be governed by and be subject to any restrictions imposed by the plan established by the selected company. Any such plan may provide for coverage for individual members and their eligible dependents and may contain a deductible.

- b. Prescription co-pay shall be: \$10.00 generic
 \$20.00 name brand
 \$10.00 mail-order

- 4. To be eligible for insurance protection described in Paragraphs 1 or 3 above, a member must be employed twenty (20) hours or more per week.
- 5. The Board of Education will reimburse members for professional memberships as follows:

2004-05 - \$1,100
- 6. In the event of an employee's death while employed by the district, unused sick leave monies due the employee will be paid to his/her family (beneficiary) subject to the cap in Article IV, Section C, Paragraph 3. Additionally, health benefit coverage for the surviving family members shall continue for six (6) months at Board expense.

B. WORK YEAR AND VACATION

- 1. Members under a 10-month contract shall work September 1 through June 30. Members under a 10-month contract shall be entitled to 5 vacation days.

The work year for 12-month members shall consist of 260 days less holidays and vacation days. Members under a 12-month contract shall be awarded vacation days as per the following schedule based on years of service in the District:

- Up to 14 years – 21 days
- 15-19 years – 23 days
- 20 or more years – 25 days

- 2. Buy back up to five (5) unused vacation days per year at the employee's per diem rate to be paid at the end of the school year. Application shall be made by the June voucher cut-off date to meet the June 30th payroll.

C. SICK LEAVE

1. All Administrators shall be granted annual sick leave as follows: 12-month employees receive 12 days, and 10 month employees receive 10 days to be used only for illness. All days of sick leave not utilized within the current school year shall be accumulative, to be used for additional sick leave as needed in subsequent years.
2. Upon termination of employment, an administrator may request, and the Board shall grant, a certificate stating the member's accumulated unused sick leave.
3. The total accumulated sick leave which has accrued to each member, whether through prior unused annual sick leave or unused personal days by prior contractual arrangement, shall be calculated as of June 30, 1977. From and after July 1, 1977, any additional accumulated sick leave shall only accrue with respect to unused annual sick leave. For the purpose of any future legislation which mandates payment by the Board on retirement/resignation or otherwise for unused accumulated sick days, only the following shall be deemed to be in the category of accumulated unused sick leave:
 - a. All accumulated unused sick leave which had accrued through June 30, 1977, either through prior unused annual sick leave or unused personal days by prior contractual arrangement;
 - b. All accumulated unused sick leave which had accrued on or after July 1, 1977, through unused annual sick leave only.

It is the intention of this subparagraph to exclude from the category of "accumulated unused sick leave" for purposes of any such future legislation any unused personal days which accrue on or after July 1, 1977, are eligible, if unused in the year granted, for use in future years for illness.

An Administrator will be reimbursed for unused sick leave upon retirement/resignation using the following schedule:

Formula for Determining Payment of Sick Days
Payment of Unused Sick Days

<u>Years in District</u>	<u>Ratio</u>
0 to 9	1 - 4
10 to 14	1 - 3
15 to 19	1 - 2
20+	1 - 1

<u>Year</u>	<u>Retirement Payment</u>	<u>Resignation Payment</u>
2004-05	Not to exceed \$45,000	Not to exceed \$25,000

Calculation: Per Diem Rate to be determined by dividing Step 1 of the Elementary Principal's Salary Guide by 260.

The employee shall have the option of having the retirement/resignation payment be paid in one lump sum or over a period of up to three (3) years.

4. An Administrator shall be given a written accounting of accumulated unused sick leave and a written accounting of unused personal days no later than June 30 of each year.

D. TEMPORARY LEAVE OF ABSENCE

1. All temporary leaves of absence with or without pay are granted by the Superintendent of Schools or his designee and, except in emergencies, must be requested and approved in advance.
2. An administrator may be granted up to five (5) days paid leave for a death in the immediate family. Immediate family shall consist of husband or wife, mother, father, parents-in-law, brother, sister, child, or any person standing in loco parentis.

Such leave shall not be deducted from sick leave.
3. Paid absence of an administrator due to an injury which is compensable under the New Jersey Workmen's Compensation Act shall not be considered as part of sick leave.
4. An administrator absent on jury duty shall not be required to deduct such absence from sick leave. Such administrator shall be reimbursed the difference between his/her prevailing rate of pay and amounts received for jury service.
5. An administrator required by the Board to attend a court of law on school-related matters shall be reimbursed full pay. An absence for such reason shall not be considered a part of personal days.
6. Absence for personal business, as approved by the Superintendent, such as settlement of house, death of a distant member of the family or friend, or

accident shall not exceed five (5) days during the school year. Two of the five days are to be approved without the administrator providing specific reasons.

The five (5) days specified herein for personal leave shall not be cumulative if not used in the year granted, except in those conditions listed below. Personal leave may be used for illness in the year granted, provided that such administrator has exhausted his/her annual sick leave and all accumulated sick leave. However, from and after July 1, 1982, any unused personal leave accruing after such date (which is herein made eligible for use in future years for illness where the administrator has exhausted all annual and accumulated sick leave) shall not be deemed "accumulated, unused sick leave" for purposes of any future legislation mandating payment by the Board on retirement or otherwise for accumulated, unused sick leave. It is the intention of this subparagraph that from and after July 1, 1982, a separate record shall be maintained for "unused personal days" and in no event shall such days be deemed to be "accumulated, unused sick leave" for the purpose of such legislation.

E. EXTENDED LEAVES OF ABSENCE

1. A female tenured administrator may utilize credited sick leave days for disability due to pregnancy, childbirth and recovery. Use of such sick leave for disability may be for a period up to eight (8) weeks before and/or after delivery. Outside of this period may require verification in writing from the attending physician if requested by the Board. Such administrator shall have the option of requesting and shall be granted leave for a similar period without pay.
2. An administrator under tenure who wishes a child care leave following the adoption of a preschool age child(ren) or birth of such administrator's child may request and shall be granted such leave without pay for up to one (1) and one-half (1/2) years and shall return on the first day of any marking period within that period of time.
3. A non-tenured administrator who wishes a child care leave following the adoption of a preschool age child(ren) or birth of such administrator's child may apply for and shall be granted such leave without pay for the remainder of the school year in which the leave starts.

Such leave shall not extend beyond the end of the administrator's contract for the school year in which leave is granted, nor shall the granting of such leave constitute a promise of reemployment for the following school year.

Determination of whether the non-tenured administrator on such leave will be reemployed for the following year will be made on, or prior to, April 30. The time for which such leave is granted shall not count toward fulfillment of the time requirements for acquiring tenure.

4. a. The Superintendent shall be notified of a pregnancy by the end of the sixth month. At least sixty (60) days before the due date, the administrator shall notify the Superintendent of the option or combination of options outlined above that the administrator plans to exercise.
- b. An administrator shall not be assigned to work until after the presentation of medical certification of capability to perform necessary duties if such certification is requested by the Superintendent.
- c. If an administrator decides not to return from a child care leave, the administrator shall notify the Superintendent by giving written notice of resignation at least sixty (60) days before the leave expires.

F. SABBATICAL LEAVES

1. An administrator may, on recommendation of the Superintendent, be granted sabbatical leave of absence for purpose of approved study, travel or health for a period not exceeding one (1) year if the administrator has been continuously employed by the Board for a period of at least seven (7) years.
2. An administrator on sabbatical leave shall receive one half (1/2) of the annual salary to which he/she would have been entitled had he/she remained in the school system during that period.
3. Requests for sabbatical leave of absence shall be made to the Superintendent before November 1 for each school year. Administrators so requesting sabbatical leave shall be notified of the Board's action on the request by January 1.
4. Prior to commencing the sabbatical leave, an administrator shall enter into a contract for return to active service in the District for a period of at least two (2) years after the expiration of such leave. Such contract shall provide for the return of all money received while on sabbatical leave plus six percent (6%) interest in the event that the administrator does not return to active service, provided, however that such reimbursement shall not be required where the failure is due to pregnancy, total incapacity or other incapacity of a physical or mental nature. A determination concerning such a return of funds received while on sabbatical leave shall be within the sole discretion of the Board.
5. An administrator returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the

District. Any additional benefits granted to regular administrators shall automatically apply to an administrator on sabbatical leave.

6. Seven (7) administrative years must have passed since a prior sabbatical leave in order for an administrator to become eligible for a second sabbatical leave.
7. Before any administrator becomes entitled to a second sabbatical leave, eligible administrators who have never received sabbatical leave will be given preference.
8. All programs of study in which administrators are enrolled shall be approved by the Superintendent and the Board in writing and shall be successfully undertaken within the sabbatical leave. However, these may be completed after the termination of the sabbatical.

ARTICLE V – ADVISORY CAPACITY OF THE ASSOCIATION

The Board and Association agree that both parties benefit from open two-way channels of communication. These channels shall include, but not be limited to: (1) monthly administrative council meeting with minutes copied to the Board, (2) representation on Superintendent and Board study committees, (3) input into pertinent policy writing, and (4) in general, involvement in the decision-making process.

Specifically, the Association shall have the opportunity to present its opinion regarding pending decisions that impact upon individual schools. Examples of issues include, but are not limited to, busing, eligibility, redistricting, grade level organization, class size, construction, school size, discipline, curriculum revision, etc.

The WTPA representatives will meet with the Superintendent and his cabinet four (4) times per year.

ARTICLE VI - GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is a claim by a member or the association based upon the interpretation, application, or violation of the terms and conditions of employment.
2. An "aggrieved person" is the person or persons making the claim.
3. The term "Principal" includes individuals or groups who are members of the bargaining unit covered by this Agreement.
4. A "party in interest" is the person or persons making a claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
5. The term "days" shall mean school days.

B. PURPOSE

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to a claim of the aggrieved person. Both parties agree that these proceedings shall be kept confidential at each level of this procedure.

Nothing contained herein shall be construed as limiting the right of any principal with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. TIME LIMITS

All time limits herein shall consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all weekdays so that the matter can be resolved before the close of the school term or as soon as possible thereafter. Time limits may be extended only with the written consent of the Office of the Superintendent, the Association and the aggrieved person or persons.

D. GRIEVANCE REPRESENTATION

Upon selection and certification by the Association, the Board shall recognize a grievance representative and an association grievance committee of three members and a secretary.

E. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. All time limits must be adhered to unless a modification or extension is agreed to by the Association and the Board. If such time limits are not adhered to by the Board or the Administration, the aggrieved may initiate action to the next step of this procedure. If the aggrieved or the Association fails to adhere to such time limits, the grievance shall be considered withdrawn. A grievance to be considered under this procedure must be initiated by the aggrieved or the Association within twenty (20) days of its alleged occurrence or from the time when the aggrieved or Association could reasonably have known of its occurrence.
2. The parties acknowledge that it is usually most desirable for an employee and his supervisor to resolve problems through free and informal communications. When requested by either party, the Association representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and the principal, then a grievance may be processed as follows:

Step 1

- a. In the event the aggrieved person is not satisfied with the disposition of his grievance or if no decision has been rendered within ten (10) days after presentation of the grievance, he/she may file the grievance in writing with the Association's grievance committee. An Association representative may assist in writing the grievance.
- b. Within five (5) days of receipt of the grievance, the Association's grievance committee shall decide whether or not there is a legitimate grievance. If the committee decides there is a legitimate grievance, it shall immediately submit the written claim to the immediate supervisor, within ten (10) days from receipt of the grievance he/she shall render a decision as to the solution.

Step 2

In the event the aggrieved person is not satisfied with the disposition of his/her grievance in Step 1, or if no decision has been rendered within ten (10) days from the date of receipt of the grievance by his/her immediate supervisor, the aggrieved may refer the grievance committee with the written consent of the aggrieved to the Superintendent of Schools. If the

Superintendent of Schools has already heard the grievance at Step 1, then the aggrieved may submit the grievance to the Board of Education.

Within the ten (10) days from receipt of the written referral by the Superintendent, he/she shall meet the aggrieved for the purpose of arriving at a mutually satisfactory solution of the grievance problem. A written decision shall be rendered within five (5) days.

Step 3

- a. If the grievance is not satisfactorily resolved in Step 2, the aggrieved may refer the grievance individually or through the Association's grievance committee, with the written consent of the aggrieved, to the Board of Education unless the Board of Education has already reviewed the grievance in Step 2 above.

If the Board has reviewed the grievance in Step 2 above, then the arbitration procedures in Step 4 would be invoked.

The Board's representative will arrange a meeting with the Association's grievance committee and the Board's representatives. Each party shall have the right to include in their representation appropriate witnesses and needed counselors to develop facts pertinent to the grievance.

- b. Upon conclusion of the hearing the Board will have five (5) days in which to provide its decision in writing to the Association or the aggrieved.

Step 4

- a. If either party is not satisfied with the disposition of the grievance at Step 3 or the Step 3 time limit expires without action, then the grievance may be submitted to binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings. If neither party files a demand for a binding arbitration within ten (10) days of the date of the Board Step 3 reply, then the grievance shall be deemed withdrawn.
- b. Neither the Board nor the Association will be permitted to assert any grounds or evidence not previously disclosed to the other party.
- c. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. However, it is mutually agreed that the arbitrator is empowered to include in his award such financial reimbursements as he/she judges to be proper. Each party shall bear

the full cost for its side of the binding arbitration and will pay one-half (1/2) of the costs for the arbitrator.

F. RIGHTS TO REPRESENTATION

No aggrieved person may be represented by any organization other than the Association or its designee in any grievance procedure initiated pursuant to this Agreement. However, if any aggrieved person wishes to engage his/her own attorney, he/she may do so.

G. MISCELLANEOUS

1. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association representative or the Association's Grievance Committee the grievance affects a group of principals, the Association's grievance Committee may process the grievance at the beginning of the grievance procedure.
2. Copies of all written decisions of grievances shall be sent to all litigants and parties in interest who may have joined in such grievance.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants and shall remain confidential unless otherwise stipulated by the aggrieved person or persons.
5. Forms for filing and processing grievances shall be designed by the Superintendent and the Association's grievance committee and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access shall be made available to records of all information necessary to the processing of the grievance.
7. The Board acknowledges the right of the Association's Secretary and/or the Board's representative to participate in the processing of a grievance at any level.
8. No meeting or hearing pertaining to a grievance filed under this procedure may be conducted in public without the written consent of all parties of interest.

ARTICLE VII – MISCELLANEOUS PROVISIONS

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.

ARTICLE VIII – WORK CONTINUITY

- A. The Association covenants and agrees that during the lifetime of this Agreement neither the Association nor any person acting in its behalf will 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 of any employee from his/her position, or stoppage of work or absenteeism in whole or part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Board. The Association agrees that such action would constitute a material breach of this Agreement.

- B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the Board to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the State Law.

- C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.

- D. Nothing contained herein shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE IX – MANAGEMENT RIGHTS

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of New Jersey and of the United States.

- B. The exercise of the powers, rights, authority, duties, and responsibilities of the Board, adoption of policies, rules and regulations, and practices in furtherance thereof and

the use of judgment and discretion in connection therewith shall be limited to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

ARTICLE X – MEMBER RIGHTS

- A. The Board agrees that every member shall have the right to freely organize, join and support the Association with the purpose of engaging in collective negotiations and other concerted activities. The Board will not directly or indirectly discourage or deprive or coerce any member in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1, et. seq., or the Constitution of New Jersey and the United States. The Board further agrees that it shall not discriminate against any member with respect to hours, wages or any terms for conditions of employment by reason of membership or nonmembership in the Association, his/her participation in any activity of the Association, collective negotiations with the Board, or institution of any grievance under this Agreement.
- B. Whenever any member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of such personnel in his/her office, position or employment, or the salary, or any increments pertaining thereto, then such personnel shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise or represent him/her during such meeting or interview.

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

Nothing contained herein shall be construed to deny or restrict to any member such rights as he/she may have under New Jersey Laws or other applicable laws and regulations.

- C. No member shall be disciplined without just cause in areas ruled negotiable.
- D. Any question or criticism by a supervisor, administrator or board member of a member and his/her administrating methodology shall be made in confidence and not in the presence of students, parents or at public gatherings.

ARTICLE XI – EVALUATION

- A. EVALUATION REPORTS

1. Evaluation of unit member for the purpose of making recommendations to the Board of Education in such areas as retention, dismissal, promotion, and granting of tenure shall be the responsibility of the Superintendent of Schools. The Superintendent may designate an Assistant Superintendent to conduct a formative evaluation using the approved evaluation instrument (Exhibit C). Any evaluating procedure shall be mutually agreed upon by the members of this unit and the Superintendent of Schools and approved by the Board of Education.
2. For clarification, administrators responsible for evaluation of unit members will be as follows:

Unit Administrator

Person Responsible

	Formative	Summative
Principal	Supt./Asst. Supt. Directors	Superintendent
Executive Asst. Princ. Assistant Principal	Principal Principal/ Exec. Asst. Princ.	Principal Principal/ Exec. Asst. Princ.
Building Level Director	Principal/ Exec. Asst. Princ.	Principal/ Exec. Asst. Princ.
District Level Directors	Supt./Asst. Superintendent	Supt./Asst. Superintendent

B. PERSONNEL FILES

1. Unit members shall have the right to discuss all evaluations with the Superintendent or his/her designee and to append their comments to said evaluation. Each evaluation shall be signed by the evaluatee, designating that he/she received a copy of the evaluation and was afforded an opportunity to discuss said evaluation.
2. A member shall have the right to review the material in his/her personnel file at least once every year. A member who desires to review his/her file must schedule an appointment for review with the personnel office at least 24 hours in advance.

A member shall have the right to indicate those documents and/or materials in his/her file which they believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee who will determine if these materials shall be destroyed.
3. Although the Board agrees to protect the confidentiality of personal reference, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for member's inspection.

4. No material of derogatory nature shall be added to, nor removed from an individual's personnel file without the notification of the member. Such notification shall require that the individual sign the material to be filed even though he/she may disagree with its contents.
5. The right of access to the personnel files of Association members shall be restricted to members of the Board of Education, where the Association member's employment status is a matter of formal action before the Board, to the Superintendent or his/her designee, and to the member.

C. COMPLAINTS

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

D. EVALUATION INSTRUMENT

1. Subject to Article XI, A-1, an evaluation process with instrument shall be developed jointly by the Association and Superintendent and then approved by the Board.
2. Revision of the evaluation process may be instituted by the Association and/or the Superintendent by November 1 of any year, and must be mutually agreed upon by both parties and included in the negotiated package for the following school year and then approved by the Board.
3. The evaluative tool, when agreed upon, will be attached and will be the annual tool to be used in the prescribed manner therein.

ARTICLE XII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. Tuition costs incurred by administrator shall be reimbursed by the Board of Education under the following terms and conditions:
1. Tuition costs eligible for reimbursement must be for courses in the field of education. In addition, courses not in the field of education but closely related may be approved for reimbursement at the sole discretion of the Superintendent or his/her designee in advance of enrollment. Reimbursement

will not be made until satisfactory evidence of having received a passing grade is presented.

2. Reimbursement for actual tuition costs incurred by a member shall be limited to a maximum reimbursement of the average tuition cost for twelve (12) graduate/Doctoral level credits at the following four (4) state universities: Rutgers, Rowan, College of New Jersey, and Montclair computed annually. Masters' degree maximum will be limited to the average Masters' level cost and Doctorate degree maximum will be limited to the average Doctoral level cost.
3. The date on which a course is completed will determine the contract year in which the credits will be applicable for reimbursement.
4. Non-tenured members shall be eligible for reimbursement at the level set forth in Subsection 2 above, for tuition costs incurred for graduate credits earned during a period after the award of a first-year contract, but prior to the commencement of work under a tenured contract; provided however, such reimbursement shall not be payable to such member unless and until said member has commenced work under a tenure contract.
5. Upon satisfactory compliance by the member with all of the terms and conditions set forth in the preceding subsections, such member shall be paid his/her reimbursement entitlement on either October 2 for the prior Spring and Summer course work taken, or April 1 for the prior Fall course work provided that the member is still in the employ of the Board on such date. Such payment shall be further conditioned on said member remaining in the employ of the Board for the remainder of the current school year. In the event that such member shall leave the employ of the Board prior to the expiration of the school year in which such reimbursement entitlement has been paid, such member shall be obligated to refund to the Board the entire reimbursement paid to him/her during such school year, and for such purpose, the Board shall be empowered to deduct said sum from such member's salary payments.
6. No member shall be eligible for tuition reimbursement in connection with tuition costs incurred that are paid by the Veteran's Administration or any other outside agency.
7. Upon earning tenure in the district as an administrator, the Board of Education shall reimburse the administrator costs associated with their participation in the New Jersey State Mentoring and Assessment Program capped at \$2,800. Participation in the mentoring and assessment program must have occurred entirely during the time of employment in the Washington Township Public School District.

ARTICLE XIII – PROTECTION OF MEMBERS

A. LEGAL ACTION

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

B. ASSAULT UPON A MEMBER

A member shall immediately report any case of assault or battery upon his/her person arising out of, or in connection with, his/her duties. Such matters shall be immediately reported to the Superintendent.

In the event of an assault or battery against a member arising out of, or in connection with, his/her duties, the Board shall provide legal assistance and indemnification to the member consistent with the requirements of Title 18A, Chapter 16. The Board shall be under no obligation to fund any affirmative prosecution of any civil or criminal action by the member against the wrongdoer for any assault or battery. When absence due to injuries arises out of or from such assault or battery, the member shall be entitled to full salary and other benefits for the period of such other absences in accordance with N.J.S.A., 18A:30-2.1.

ARTICLE XIV DURATION OF AGREEMENT AND NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. This Agreement shall be effective as of July 1, 2004 and shall continue in full force and effect until June 30, 2005. This Agreement shall not be modified in whole or in part by the parties except that both parties agree that negotiations may be reopened by request of the Association for the limited purpose of negotiating additional compensation in the event that the Board implements split or staggered sessions.
- B. The Association must exercise its rights to renegotiate this Agreement by November 1, 2004 for the 2005-2006 school year. If the Association does not notify the Board by November 1, 2004 of its intent to renegotiate this Agreement, this Agreement shall remain in full force and effect from year to year thereafter, subject to the Association's right to notify the Board of its intent to renegotiate on November 1 of each school year after November 1, 2004.
- C. 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.

IN WITNESS THEREOF, the parties hereto have caused this Agreement for July 1, 2004 to June 30, 2005 to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon.