

*Bargaining Agreement*

**COPY**

*Regarding the Terms and  
Conditions of Employment*

*Between*

*North Warren Regional School District  
Board of Education*

*and the*

*North Warren Regional Education  
Association*

*Effective July 1, 2003  
Through June 30, 2006*

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PREAMBLE

This agreement, entered into this 1st day of July, 2003 by and between the Board of Education of the North Warren Regional School District (hereinafter called the "Board") and the North Warren Regional Education Association, (hereinafter called the "Association"), represents the complete and final understanding by the parties on all bargainable issues.

This agreement consists of four Sections:

Section I and IV applies to all members of the bargaining unit, namely:

1. Classroom teachers
2. Nurses
3. Guidance Counselors
4. Librarians/Media Specialists
5. Child Study Team
6. Teacher Assistants
7. Secretaries
8. Maintenance Personnel
9. Custodians

Section II applies to all certificated personnel, namely:

1. Classroom Teachers
2. Nurses
3. Guidance Counselors
4. Librarians/Media Specialists
5. Child Study Team

Section III applies to all other members, namely:

1. Teacher Assistants
2. Secretaries
3. Maintenance Personnel
4. Custodians

**SECTION I**

**ARTICLE I**

**Recognition**

A. The Board hereby recognizes the Association for the period of this agreement as the exclusive representative for collective negotiations concerning terms and conditions of employment for all members not engaged as supervisory and/or confidential employees who comprise the unit hereunder as follows:

- |                                 |                          |
|---------------------------------|--------------------------|
| 1. Classroom Teachers           | 6. Teacher Assistants    |
| 2. Nurses                       | 7. Secretaries           |
| 3. Guidance Counselors          | 8. Maintenance Personnel |
| 4. Librarians/Media Specialists | 9. Custodians            |
| 5. Child Study Team             |                          |

B. The term "supervisory employee" is hereby defined as meaning an employee having the power to hire, evaluate, discharge, discipline or effectively recommend the same.

C. The term "confidential employee" is defined as meaning an employee having access to confidential information.

D. The definition of "part-time" employee is as follows:

1. Professional Staff - 3/5 teaching periods or less and 1 pupil contact period and 1 prep period, receiving prorated salary and no medical benefits if hired on or after January 1, 1995.
2. Non-Professional Staff - less than twenty (20) hours of work per week receiving prorated salary and no medical benefits if hired on or after January 1, 1995.

**ARTICLE II**

**Negotiations Procedures**

A. The parties agree to enter into collective negotiations over a successor Agreement in a good faith effort to reach agreement on matters concerning terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, Recognition, of this Agreement. Any Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, and when adopted by appropriate resolution of the Board shall be signed by the Board and the Association. The signature of the Association on the Agreement shall be pursuant to the authorization received from the membership. The Association shall advise the Board, in writing, that the membership has approved the tentative agreement reached between the parties and that the Association is prepared to execute the Agreement.

B. The Board and the Association shall meet by October 1 of the calendar year preceding the calendar year in which the Agreement expires to establish ground rules and to set a date for the mutual exchange of contract proposals.

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.

### ARTICLE III Grievance Procedure

#### A. Definitions

1. The term "grievance" is an appeal of any alleged misinterpretation or misapplication of the terms and conditions of employment incorporated in this Agreement, including administrative policies and decisions, affecting a member or members.

2. A grievance may be filed by a member, the Association at the request of and on behalf of a member or members, or the Board.

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

- a. The failure or refusal of the Board to renew a contract of a non-tenure employee.
- b. In matters where a method of review is prescribed by law, or any rule, regulation, or by-law of the State Commissioner of Education or the State Board of Education.
- c. In matters involving the sole and unlimited discretion of the Board.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time affecting terms and conditions of employment under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the grievance procedure.

2. Nothing herein contained shall be construed as limiting the right of any member having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance adjusted without the intervention of the Association, provided that the Association has been given notice of such adjustment.

#### C. 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 reasonable effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, a mutual effort will be made to reduce the time limits set forth herein so that the grievance may be exhausted prior to year-end or as soon thereafter as is practical.

## 2. Level One

An aggrieved member shall institute action under the provisions hereof by first discussing the grievance with the Principal or immediate superior within ten (10) school days of the occurrence of the grievance, in an attempt to resolve the matter informally. Failure to discuss the grievance within said ten (10) day period, shall be deemed to constitute an abandonment of grievance. Aggrieved member and their Association Representative must be present at the first informal conference with the Principal and/or Supervisor unless the grievance is filed on behalf of the Association.

## 3. Level Two

If the aggrieved person is not satisfied with the disposition of their grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may within five (5) school days, file the grievance in its entirety, in writing, to their Principal. The scope of the grievance may not be enlarged after this point. Failure to submit written grievance within said five (5) day period shall be deemed to constitute an abandonment of grievance. The Principal shall communicate the decision to the member in writing, with reasons, within five (5) school days of receipt of the written grievance.

## 4. Level Three

The member no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. Failure to submit an appeal within said five (5) school day period shall be deemed to constitute an abandonment of grievance. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal, as specified above, including all the reasons for his continued dissatisfaction. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing with reasons to the employee and the Principal.

## 5. Level Four

If the grievance is not resolved to the member's satisfaction, he/she, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing to the Board of Education. Failure to submit the request within said five (5) school day period shall be deemed to constitute an abandonment of grievance. Upon request of the member, the Board shall hold a hearing with the member within thirty (30) work days and render a decision in writing with reasons within twenty (20) work days after the hearing. A New Jersey Education Association representative, as well as persons representing the Board, may be present at above-mentioned hearing.

## 6. Level Five

a. If the grievant is not satisfied with the disposition of this grievance at Level Four, he/she may, within twenty (20) work days after the decision of the Board of Education, with the consent of the Association, submit this matter to arbitration.

- b. Arbitration on this level will be limited to the expressed terms of the contract or other matters that the parties may mutually agree to arbitrate.
- c. Within ten (10) work days after receipt of written notice of submission to arbitration, the Board and the Association shall attempt to agree on a mutually acceptable arbitrator from a roster to be submitted from the Public Employees Relations Commission or American Arbitration Association. If the parties are unable to agree upon an arbitrator, a request will be made to the Public Employees Relations Commission to submit a second roster of names. The parties shall then be bound by the rules and procedures of the Public Employees Relations Commission in the selection of an arbitrator.
- d. The arbitrator shall limit himself strictly to the issues submitted to him and shall consider nothing else. He may add nothing to nor subtract anything from, this Agreement between the parties.
- e. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be binding and final.
- f. The costs 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 the Party incurring same.

#### 7. Miscellaneous

It is understood the members shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

8. Grievances initiated by the Board will be filed with the Executive Board of the Association within ten (10) work days of the occurrence. A conference between representatives of the Board and the Association will be held within fifteen (15) school days after the filing of the grievance. Grievances not resolved at this conference may be submitted to Binding Arbitration.

Failure to initiate the grievance within ten (10) work days of occurrence shall be deemed to constitute an abandonment of grievance. Board's failure to file within 10 work days constitutes abandonment of grievance.

### ARTICLE IV

#### Members Rights and Responsibilities

A: Pursuant to the New Jersey Employer-Employee Relations Act, the Board and the Association hereby agree that every employee of the Board covered by this Agreement shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from doing so.

B. There shall be no discrimination, interference, restraint or coercion by the Board or the Association against any employees covered under this agreement because of their membership or non-membership in the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this

Agreement who are not members of the Association and shall not solicit membership in the Association or payment of dues during normal school hours, which shall not be deemed to include member's free or lunch periods.

C. Any alleged violations of Article IV A or B may be appealed to P.E.R.C. or to the Commissioner of Education but shall not be subject to arbitration under this Agreement.

D. Upon written request, members shall have the right to examine the contents of their personnel records in the presence of the Superintendent or his designee. Such records may not be removed from the office by the members, or their representatives, but the contents of the records will be copied upon request.

## ARTICLE V Rights and Responsibilities

### A. BOARD

1. Except for this Agreement and the New Jersey Public Employer-Employee Relations Act, 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 or which may hereafter be conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. To the management and administrative control of the operation of the District and its properties and facilities and the activities of its employees.
- b. To hire all employees and to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
- c. To suspend, demote, discharge or take other disciplinary action for good and just cause.
- d. To determine curricula, grade, courses, athletic and recreational programs, methods of instruction and materials used for instruction.
- e. To determine the methods, means and personnel by which District operations are conducted.
- f. To determine the content of job qualifications and duties.
- g. To take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies.

2. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

3. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under National, State, County or Local Laws.



## B. ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

1. The Board agrees to furnish the Association, in response to reasonable requests made by the Association from time to time, available public information concerning the North Warren Regional School District which the Association may require in connection with negotiations. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and or confidential.
2. Whenever any member mutually scheduled to participate in negotiations or formal grievance proceedings during working hours, the member shall suffer no loss in regular pay.
3. The privilege of using the school building at reasonable times during non-school hours for membership meetings will be extended to the Association by the Board. No meeting shall be held without prior notification to the Superintendent or his designee, and further, provided such written notification shall be made to the Superintendent at least twenty-four (24) hours in advance of such meetings. The Association shall assume the additional cost for custodians or other school personnel who are required to remain longer due to the use of a building by the Association or its representatives.
4. The Association members shall have the right to distribute through the use of members' mailboxes, material dealing with the proper and legitimate business of the Association. The Board and the Administration assume no responsibility for the timely delivery of Association materials.
5. The Association shall have the right, with the permission of the School Superintendent or his designee, to use school equipment on the site, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and audiovisual equipment at reasonable times when such equipment is not in use. The Association shall provide all materials and supplies incidental to such use. Permission will be granted for the use of all equipment provided a person trained and experienced in the use and operation of such equipment is in attendance. The Association shall be responsible for any damage resulting from the use of any equipment by the Association or its representatives.
6. The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for advising its members of any violation of the provisions of this Agreement when recognized during the life of this Agreement.
7. It is the responsibility of the Association, its members and its representatives, to carry out administrative directives regarding Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available under the terms specified in Article III if it is felt that any such directive or policy is in conflict with the express terms of this Agreement.
8. The establishment of an authorized employee payroll deduction plan for the deduction of representation fee for the North Warren Education Association in the amount permitted by law. The union shall indemnify and hold the employer harmless against any and all

claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses; that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

9. The Superintendent shall notify the Association through the President, of the name, address, salary, and salary placement, for each new eligible Association employee within 20 calendar days of hire.

10. The Board shall allow one person from the Secretarial unit and one person from the Custodial/Maintenance unit, who shall be designated by the Association, to leave their work stations at 2:30 p.m. to attend the Association General Membership meetings. Association shall give the Administration a yearly schedule.

The Board agrees to provide the Association with written notice of any claim, demand, suit, or other form of liability resulting from the implementation of the provisions of this article. The Association assumes full responsibility for the defense of such claim, demand, suit, or other form of liability with the Association paying all such costs and the Association shall provide the Board with any and all information concerning the status of disposition of such claims as it may request.

The Association shall establish and maintain a demand and return system.

#### ARTICLE VI

#### Salaries - Methods of Payment

2003 - 2006 Contract Years:

- A. The salaries of all members covered by this Agreement are set forth in Section IV, Articles I, II, III, IV, and V, which are attached hereto and made a part thereof.
- B. The enrollment period for annuity plans, etc., to be limited to the period ending October 10th of each year. No changes may be made after this date, except to cancel in accordance with IRS code.
- C. All members will be paid on a bi-weekly basis (26 pays) over a twelve (12) month period.
- D. The board will offer payroll direct deposit to all employees.

Exception - When a payday falls on or during a school holiday or vacation, members shall receive their paychecks on the last working day.

## ARTICLE VII

### Non-Professional and Non-Teaching Duties

A member who is required by the Board to drive to activities which take place away from the school building and who has the advance approval of the school Principal shall be compensated at the IRS rate per mile for the use of his/her automobile.

## ARTICLE VIII

### Insurance Coverage

All employees hired after 6/30/96 shall be offered single Medical coverage only. After completion of thirty-six months of active employment, the employees shall be offered dependent coverage paid by the Board of Education. As of July 1, 1994, full-time and part-time are defined under Section I, Article I, Sub-section D.

A. Major Medical / Hospitalization insurance coverage shall be provided by the Board with Horizon Blue Cross/Blue Shield of New Jersey or equivalent coverage provided by a different insurance carrier.

1. P.A.C.E. (Traditional Indemnity Plan) shall be offered only to those employees enrolled as of July 1, 2003.

- a. The traditional indemnity health plan will no longer be open for enrollment and will be eliminated through attrition of currently enrolled staff as of July 1, 2003.
- b. The full time employees enrolled in the traditional plan will contribute ten dollars (\$10.) per pay period (26 pays) through payroll deduction.
- c. Any full time employee who opts out of the traditional indemnity plan coverage shall be granted a one time incentive of \$1,500.00 to be exercised between the dates of July 1, 2004 and December 31, 2004.
- d. Existing full time employees as of July 1, 2003 currently enrolled in the traditional indemnity plan are grand fathered and may add dependent coverage with the premiums paid by the Board.

2. Existing full time employees as of July 1, 2003 currently enrolled in the Preferred Provider Organization (P.P.O.) plan may add dependent coverage with the premiums paid by the Board.

3. All new full time hires, referenced as full time employees not currently on the N.W.R. payroll, as of June 30, 2003 will be offered enrollment in the Point of Service (HMO) plan with dependent coverage paid by the Board or enrollment in the P.P.O. with single coverage paid by the Board.

B. Prescription Benefits to be provided only through the Major Medical portion of the Health Benefits Plan. When an employee incurs \$50. (fifty dollars) of prescription expenses, as documented by paid receipt or on an E.O.B. (Explanation Of Benefits) statement, the employee will be eligible to receive reimbursement of an amount not to exceed \$200. (two hundred

dollars). This reimbursement is for expenses incurred for any medical reason in the calendar year, defined as January 1<sup>st</sup> through December 31<sup>st</sup>, as reflected on an E.O.B. statement issued by the North Warren Regional health insurance provider.

C. Delta Dental Program, employee and family coverage, or equivalent coverage.

D. The Board will provide Eye Protection devices for all members whose job requires them, which may include prescription lenses in accordance with N.J.A.C. 6:3-1.14 and Title A:40-12.1 and 40:12.2.

E. The Board will no longer offer duplicate family coverage for married members within the District. As consideration, an \$800 stipend plus single coverage shall be provided to an individual. The Board shall offer a stipend of \$1,500 to any individual who opts not to take medical and dental coverages through the Board insurance plans. Stipend to be eligible through IRS section 125.

## ARTICLE IX

### Sick Leave

A. All Professional certificated members shall be entitled to twelve (12) sick leave days each school year and all other members shall be entitled to one sick leave day for each month of employment, ten (10) days for ten month employees, and twelve (12) days for twelve month employees. Unused sick leave days shall be accumulated from year to year.

### B. Retirement Benefit Program

1. Eligibility: All full-time employees who have accumulated a minimum of forty (40) unused sick/benefit days at the time of retirement from the district and are eligible for pension benefits as defined by Title 10A:6601 et seq "Teacher Pension and Annuity Fund" and "Public Employees Retirement System".

2. Benefit: Each eligible employee shall receive a retirement benefit as follows:

All benefit days accumulated prior to September 1, 1991 and under 200 days will be computed at a rate of 1 benefit day for 3 accumulated days.

All benefit days accumulated prior to September 1, 1991 which are over 200 days will be computed at a rate of 1 benefit day for 2 accumulated days.

All benefit days accumulated after September 1, 1991, will be computed at a rate of 1 benefit day for 2 accumulated days.

All benefit days accumulated prior to July 1, 1996, will be valued at 95-96 per diem rates.

All benefit days accumulated after 6/30/96 shall be indexed on the per diem rate at the time of accumulation and accrue at a 1:3 ratio (Benefit days to: Total days).

a. Exceptions: No employee shall be entitled to the Retirement Benefit Program upon returning from a leave of absence, other than sick leave, until said employee has completed a minimum of ten (10) months work.

3. Payment Dates: Payment will be made over a minimum of two (2) years and at the discretion of the retiree. The first payment shall be made after July 1 of the following calendar

year in which the eligible employee retires. The minimum two (2) year payment may be waived at the discretion of the Board.

4. Accumulation Date: The effective starting date for accounting cumulated unused sick leave is July 1, 1970. Excluded from the July 1, 1970 starting date, would be those teachers who transferred from the sending districts to the Regional District.

5. This Article is subject to change by reason of changes in the law, and it is expressly understood will be applied in accordance with the law.

6. Retirement Benefit Days earned prior to 7/1/03 will be paid at a rate of 1/182 for full time certificated personnel. Retirement Benefit Days earned after 7/1/2003 will be paid at a rate of 1/183.

7. All undistributed benefits go to the named beneficiary if the retiree dies prior to the completion of the three year pay-out period.

C. All new members hired on or after July 1, 1994, shall be subject to a maximum dollar payout of \$16,500 for accumulated sick leave upon retirement. All employees shall be given a written accounting of all accumulated sick leave days no later than September 30<sup>th</sup> of each school year. The year in which the days were accumulated shall also be designated.

The projected payout figure shall be calculated for any employee who requests same. If current sick days have been used, days will be deleted from an individual's bank of benefit days, starting with the last day accumulated in that bank.

D. Members will be permitted to take one-half (1/2) day sick leave.

## ARTICLE X

### Days Off and Temporary Leaves of Absence

A. The presence of employees is considered essential to the continuity and success of the educational program for the children.

When a member is absent for any reason, the Superintendent or his designee shall be notified in sufficient time to procure a substitute. This notification shall take place prior to the start of employee's work days, except in the event of an enroute emergency in which case notice shall be provided as soon as possible.

B. A leave will be allowed, without loss of pay, for five (5) consecutive work days, including the day of the funeral, in the event of death in the member's \*immediate family, and to include mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and other members of immediate household. In the case of death of a grandparent, grandchild, aunt, uncle, niece or nephew, the member shall suffer no loss of pay for absence on the day of the funeral. In the event of multiple deaths occurring at the same time in the immediate family, a leave will be allowed for five (5) work days per death.

C. A maximum total of five (5) days per year, without loss of pay, will be allowed for serious illness in the \*immediate family, provided the member's attendance is essential. The immediate family shall be limited to the member's \*immediate family, as listed above.

\*Immediate family includes immediate household.

D. A leave of absence, without loss of pay, will be granted for time necessary for appearances in any legal proceedings connected with the member's employment or with the school system if the member is required by law to attend.

E. The Board may grant a leave of absence, without pay or benefits, for a full school year upon the recommendation of the Superintendent of Schools.

1. The granting of a full year leave of absence shall be subject to the following conditions:

a. Employees covered by this Agreement shall be eligible for a leave of absence after four (4) years of employment in the North Warren School District and seven (7) continuous full years of service between subsequent leaves.

b. Requests for a leave must be received in writing by the Superintendent no later than the end of the school year preceding the school year for which the leave is requested. Action shall be taken by the Board no later than one (1) month following submission of the request.

c. Application for returning to work shall be made to the Superintendent of Schools in writing by April 1 following commencement of leave.

d. Upon return in September, the member shall be placed on the same step and Guide in effect when the leave commenced with all benefits previously accrued.

e. Leave will be approved for no more than two professional staff members and two support staff members during any school year.

F. **Personal Days** - Each member shall be granted three (3) personal days during the school year. Not more than 10% (within the following categories of members) shall be absent with personal days on any given day. The categories are:

- Professional Staff
- Custodial/Maintenance
- Secretarial
- Teacher Assistant

1. Only one (1) unused personal day shall be added to the member's accumulated sick leave provided; however, any fractional unused personal days shall not be so accumulated.

2. Additional time, without pay, may be requested and granted within the sole discretion of the Superintendent.

## ARTICLE XI

### Leaves of Absence - Maternity/Child Rearing

A. A member who is pregnant shall notify the Superintendent of Schools as to the dates required for this leave.

B. Request for maternity leave of absence shall be made by completing the form "Application for Maternity or Child Rearing Leave of Absence," and presenting it to the Superintendent of Schools no later than six weeks prior to the requested date of the leave. The member shall give the Superintendent notice of her anticipated delivery date at least four (4) months prior to said date. The Superintendent shall respond in writing to the request no later than 30 calendar days from the time the request for the maternity leave is made.

- C. The effective date of the leave shall be both in the best interest of the school and consistent with the health and welfare of the member. If the requested maternity leave is to be preceded by a paid "sick leave" or disability period, the effective date of the unpaid maternity leave may precede the initial date of the "sick leave" period. The start of any maternity leave for professional staff only, as distinguished from sick leave, shall coincide with either the beginning of a marking period or the beginning of a unit of study. The teacher shall assign a grade for that portion of the course completed and shall meet with her replacement to facilitate a smooth transition.
- D. The leave of absence shall become effective on the last day of formal employment. The leave for a member under tenure may extend for a period of twenty-four (24) months per pregnancy. The leave for a non-tenured member shall not exceed existing employment contract.
- E. A non-tenured member's reinstatement after maternity/child rearing leave will depend upon the Board's satisfaction with previous effectiveness. The Board is under no obligation to continue the employment of a non-tenure employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The maternity/child rearing leave period shall not be counted for tenure purposes.
- F. A Professional staff member on maternity/child rearing leave shall return to work at the beginning of the marking period following the expiration of the approved leave.
- G. Accumulated sick leave as prescribed by law will apply but only to the extent of the sick leave accumulated while employed at North Warren Regional School District. Accumulated sick leave may only be used during periods of actual disability. All other periods during which a member is away from work as a result of child bearing or child rearing shall be deemed unpaid maternity leave. For the purpose of this article, a member is entitled to a presumption of disability thirty days before and thirty days after the birth of her child.
- H. Application for returning to work shall be made to the Superintendent of Schools in writing five (5) months prior to the beginning of the marking period in which they plan to return.
- I. Upon return at the beginning of a marking period, the member shall be placed on the same step and guide in effect when their leave commenced, with all benefits previously accrued. If the member served six full calendar months, they will be placed on the next higher step upon returning in September of the following school year (or February 1).
- J. Return from maternity/child rearing leave shall coincide with the beginning of the marking period following the expiration of the approved maternity leave. Return at any other time during the school year shall be at the discretion of the Board.
- K. Any tenure member adopting an infant child shall receive similar leave which shall commence upon the member's receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements for the adoption.

**ARTICLE XII**  
**Maintenance of Operations**

A. The Association agrees that its members shall not engage in a strike during the term of this agreement.

**ARTICLE XIII**

**Deduction From Salary**

A. The Board agrees to deduct from the salaries of its members dues for the North Warren Regional Education Association, The Warren County Education Association, the New Jersey Education Association and The National Education Association as said members 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. (E.S.)52:14-15.9e and under rules established by the State Department of Education. Said monies, together with records of any corrections, 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.

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. It is understood that the only obligation of the Board shall be to remit to the Association the total deduction and to make further individual deductions authorized by the members. Representation Fee shall be made in accordance with the law upon notification by the Association.

C. The Association will provide the necessary "check off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Superintendent. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board.

D. In accordance with New Jersey Statutes, the Board of Education hereby agrees to an authorized payroll deduction for payment to a Federal Credit Union.

**ARTICLE XIV**

**Miscellaneous**

A. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of each party shall clearly exemplify that there is no discrimination in the application or administration of this Agreement on the basis of race, creed, color, religion, age, national origin or sex.

B. Copies of this Agreement shall be reproduced by the Board and the expense involved shall be shared equally by the Board and the Association. Copies shall be distributed by the Association to all members.



C. 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 certified or registered mail, or hand delivery with receipt, at the following addresses:

1. If by the Association to the Board:

Board Secretary  
North Warren Regional Board of Education  
P.O. Box 410  
Blairstown, NJ 07825-0410

2. If by the Board to the Association:

President, North Warren Regional Education Association  
At the address as filed with the Board of Education.

D. The Association shall notify the Board within ten (10) calendar days after any election or appointment of the names of all of its officers, executive committee, and members of the negotiations committee.

E. Reimbursement for Losses - The Board agrees to reimburse a member for losses suffered as a result of theft or vandalism to vehicles, or its appurtenances, operated by members, subject to the following limitations:

1. Reimbursement will be made only for actual expenditures made (receipts or other proof of purchase will be required) for items covered and partially reimbursed under the member's automobile insurance but not totally reimbursed due to a deductible provision of that insurance policy.

2. Reimbursement will be made for no more than \$500.00 regardless of the amount of the deductible provision.

3. Member's automobile must be parked on school property and only while member is "on the job" or while performing Board or administrative directives, in order to qualify for said reimbursement.

4. Reimbursement will be made only after it has been established to the satisfaction of the administration and/or Board that loss suffered was the result of theft or vandalism on North Warren Regional School District property.

5. Reimbursement will not be made for items left in or on a car that are not directly related to the car. (Jackets, umbrellas, etc.)

6. Reimbursement will not be made if in the opinion of the administration and/or Board reasonable care was not exercised by the member involved. (Car unlocked, antenna left up, window open, etc.)

F. Back to School Night - School will be on a half-day schedule on Back to School Night.

## ARTICLE XV

### Separability and Savings

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI

Fully-Bargained Provisions

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII

Duration

This Agreement shall be in full force and effect as of July 1, 2003 and shall continue in effect through June 30, 2006.

This Agreement shall continue in effect from year to year thereafter, unless written notice is received by one party from the other pursuant to the provisions of the Negotiations Procedure set forth herein, and the rules and regulations of the New Jersey Public Employment Relations Commission.

SECTION II

ARTICLE I

PROFESSIONAL STAFF

A. Section II applies only to Professional Certificated employees, namely:

1. Classroom Teachers
2. Nurses
3. Guidance Counselors
4. Librarians/Media Specialists
5. Child Study Team

B. Credit for military service up to a maximum of four (4) years shall be allowed toward placement on the Salary Guide. Each full year, twelve (12) calendar months of military service, shall be recognized as one year of teaching experience. Only military service evidenced by an Honorable Discharge shall be recognized.

C. Tenured teachers shall be notified of their contract salary status by April 30 of the year covered by this Agreement. Non-tenured teachers shall be notified of their contract status according to statute.

D. Any teacher who is employed and works in the district for six full school calendar months of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

E. The initial placement on the teachers salary guide shall be determined by the Superintendent and the new employee at the time of employment. However, that placement shall be no higher, but can be lower, than the new staff member's place on the guide based on the experience conversion chart.

## ARTICLE II

### Teaching Hours and Teaching Load

A. The normal length of a classroom teacher's work day shall be six hours and forty minutes, which shall include five teaching periods, at least one pupil contact period, one guaranteed prep period, a duty free lunch period, and a department period.

#### 1. Sixth Period

##### (a) Duty Period

The Board has the right to assign an additional 6<sup>th</sup> instructional period in lieu of a duty period. The administration would grant the assignment using volunteers first based upon seniority, senior members receiving preference. If no volunteers, then an assignment will be made utilizing the seniority list beginning with the staff that have the least seniority. Assignments will be done on a rotating basis. The rotation would be subject to the logistics. For example, if there is only one person in a subject area, we could not rotate. The stipend for the 6<sup>th</sup> period would be \$5,000. A semester course, the equivalent of a half year, will be prorated to 50% or \$2,500.

##### Stipulations

- a.1. The total student load that may result from the assignment of a 6<sup>th</sup> period shall not exceed 130 students in all academic subject areas. This limitation shall not apply to Music, Art or Physical Education subject areas.
- a.2. Teachers in "one of a kind" subject areas per the attached list shall not be assigned a mandatory sixth period for more than two consecutive years. The teacher may accept the sixth period assignment on a voluntary basis.
- a.3. Teachers will not be assigned a sixth period if it requires more than 5 preps.
- a.4. When more than three sixth periods are required in a "subject" area, an additional part time teacher must be hired.
- a.5. Not more than twelve teachers may be assigned a sixth teaching period in any school year.
- a.6. A sixth period cannot be assigned if it results in a "loss of benefits" to another teacher.
- a.7. Teaching a sixth period cannot result in changing teacher stations more than three times a day without the concurrence of the teacher.
- a.8. Science teachers teaching 30 or more periods per week (including labs) will be considered to having the equivalent of six periods.
- a.9. Assigned lunch duty periods will not be reduced to less than three teachers per lunch period. Other duty periods will be evaluated to ensure appropriate security and safety is maintained.
- a.10. In the Middle School, Middle School teachers would be used before seeking to either obtain volunteers or assignees from the High School ranks.

(b) Preparation Period:

The Board of Education has the right to request, and the employee at his/her sole discretion has the right to accept or reject, an additional instructional assignment in lieu of a preparation period. The stipend for this additional assignment would be \$6,000. A semester course, the equivalent of a half year, will be prorated to 50% or \$3,000.

Stipulations

b.1. The total student load that may result from the assignment of a 6<sup>th</sup> period shall not exceed 130 students in all academic subject areas. This limitation shall not apply to Music, Art or Physical Education subject areas.

b.2. Teachers in "one of a kind" subject areas per the attached list shall not be assigned a mandatory sixth period for more than two consecutive years. The teacher may accept the sixth period assignment on a voluntary basis.

b.3. Teachers will not be assigned a sixth period if it requires more than 5 preps.

b.4. When more than three sixth periods are required in a "subject" area, an additional part time teacher must be hired.

b.5. Not more than twelve teachers may be assigned a sixth teaching period in any school year.

b.6. A sixth period cannot be assigned if it results in a "loss of benefits" to another teacher.

b.7. Teaching a sixth period cannot result in changing teacher stations more than three times a day without the concurrence of the teacher.

b.8. Science teachers teaching 30 or more periods per week (including labs) will be considered to having the equivalent of six periods.

b.9. Assigned lunch duty periods will not be reduced to less than three teachers per lunch period. Other duty periods will be evaluated to ensure appropriate security and safety is maintained.

b.10. In the Middle School, Middle School teachers would be used before seeking to either obtain volunteers or assignees from the High School ranks.

(c) Sixth Period Subject Classification

- Math
- Science
- English
- Social Studies
- Foreign Languages
- Health/Physical Education/ Driver Education
- Special Education
- Middle School Multi-Discipline
- Technology/Business Education
- Art/Music
- Home Economics/Industrial Arts.

The normal length of the work day for Guidance Counselors, nurses, librarians, media specialists, Child Study Team, shall be the same as classroom teachers and shall include a duty free lunch period and preparation time equivalent to one classroom period.

B. Teachers shall devote to their assignments the time necessary to meet their professional responsibilities.

C. Teachers may not leave the building during the day without first receiving permission from an administrator, except that a teacher may leave during preparation periods or lunch periods upon notice and no permission shall be required in these two cases.

D. The school year for teachers employed on a ten (10) month basis shall not exceed 183 days. The school year shall include days when pupils are in attendance (a maximum of 181 student / instructional days), orientation days, and any other days teacher attendance is required, provided, however, that days when pupils are in attendance for less than four (4) hours and N.J.E.A. Convention days shall not be considered.

#### E. Faculty Meetings

1. There will be no pre-school faculty meetings except with the consent of those people involved. This does not mean the consent of the Association, but only individual consent.

2. Full faculty, building faculty (HS/MS) and department meetings will be held on Mondays only, except for emergency situations or if Monday is a holiday. The Superintendent, or his designee, shall give advance notice of full faculty meetings no later than 3:15 p.m. on the Thursday preceding such full faculty meeting except for emergency situations.

3. Other faculty meetings may be required and conducted by outside agencies, such as the NJDOE concerning T & E requirements. Such other faculty meetings may be held at other times and five (5) days notice shall be provided for such meetings except in emergency situations.

4. Faculty meetings may be conducted at any time on a voluntary attendance basis.

5. Full faculty meetings will not go beyond forty-five (45) minutes past the end of the regular school day except in emergency situations.

F. In the event of an emergency, should coverage of classes during the teacher's guaranteed prep period be required, release time will be granted equivalent to the time spent in coverage and a method of record keeping shall be established by the Superintendent.

### ARTICLE III

#### Teacher Observations

##### A. Frequency of Formal Observations

1. Tenured teachers shall be formally observed a minimum of once yearly.
2. Non-tenured teachers shall be formally observed a minimum of three (3) time yearly. Formal observations shall be spaced evenly in time, consistent with the availability of administrative personnel.

##### B. Formal Observations

1. All formal observations shall be followed by a conference in which the evaluator and member shall discuss the evaluation. This conference will be held within five (5) calendar days following the formal observation.
2. Non-tenured teachers shall be observed for a full period per observation. Efforts shall be made to observe tenured teachers for a similar period of time.
3. Formal observations shall be conducted with the full knowledge of the subject teacher.

4. A copy of the evaluation form shall be made available to any teacher.
5. A teacher may submit a written reply to any written observation.
6. In all cases where a teacher requests a conference, it shall be conducted with the observer as soon as possible.
7. Certified personnel only shall conduct observations.
8. A teacher's signature on a written observation form shall be deemed to signify the teacher's having read the report and not necessarily agreed with its conclusions.

## ARTICLE IV

### Sabbatical Leave

Sabbatical Leave may be granted under the following conditions;

- A. At the sole discretion of the Board, upon the recommendation of the Superintendent.
- B. If financial resources are budgeted and available for such a leave, full or half year.
- C. Should a sabbatical leave be granted, such leave shall be subject to the following:
  1. The employees covered by this Agreement shall be eligible for a sabbatical leave of absence after six (6) years of employment in the North Warren Regional School District and seven (7) continuous full years of service between subsequent leaves.
  2. Requests for sabbatical leave must be received in writing by the Superintendent no later than January 30<sup>th</sup> of the school year preceding the school year for which the sabbatical leave is requested. No action shall be taken by the Board until the deadline of January 30<sup>th</sup> has been reached. The Board will make its decision within one month.
  3. The teacher shall agree to devote the sabbatical leave of absence to study or travel which will contribute significantly to the teacher's educational growth, and which could not be accomplished without the requested release time.
  4. If the leave is requested for travel, the complete itinerary, plus educational and professional justification for the leave, must be submitted, in writing, to the Superintendent. Likewise, following the conclusion of the leave and no later than the time of resumption of regular duties, the teacher must submit a comprehensive evaluation summary of his/her travel experience as it relates to the professional purpose of the leave.
  5. In the event that a leave is taken for study in which credit is normally granted, the teacher must submit evidence of successful completion of such study.
  6. During the sabbatical leave, the teacher agrees not to engage in any full-time employment for remuneration.
  7. During a sabbatical leave, a teacher shall remain in the inactive employ of the board and shall receive an annual compensation equal to fifty percent (50%) of the ten (10) month contract for that year. If granted a five month sabbatical leave, a teacher shall receive compensation equal to fifty percent (50%) of the prorated ten month entitlement. From this compensation, there shall be made the regular deductions required by law and/or normally requested by the teacher.
  8. The teacher shall agree to remain in the employ of the Board for two years following the sabbatical leave. The board may waive the two-year requirement.

## ARTICLE V

### Professional Development and Educational Improvement

A. In consideration of the costs involved in maintaining and improving professional qualifications, and recognizing that the school district as well as the individual teacher benefits as a result, the Board will reimburse teachers for tuition expenses subject to the following rules:

1. Approval to enroll in a course must be received in advance from the Superintendent.
2. Enrollment is contingent upon Superintendent approval with the following criteria:
  - a. The quality of content in the course of study;
  - b. Demonstration (course literature) that such enrollment enhances the improvement of skills;
  - c. Course of study is compatible with District philosophy, goals and objectives;
3. Any teacher may apply for tuition reimbursement for a maximum of twelve (12) graduate credit hours taken in any calendar year. Greater than twelve graduate (12) credit hours may be reimbursed upon Superintendent approval. The Superintendent may approve undergraduate and continuing education courses if in the best interest of the school system.
4. Only those approved courses dealing with education will be eligible for reimbursement. The rate of reimbursement shall be capped at the Rutgers University and the East Stroudsburg University (out of state) graduate rate, whichever is higher, for courses that are in related educational studies, including those for sabbatical studies. There shall be a total faculty cap of tuition reimbursement of \$25,000.00.
5. Reimbursement for tuition under this policy will be made following completion with a "B" grade or better in their course work and upon presentation of an official college transcript or official grade report so indicating. In no event shall the reimbursement for tuition exceed the actual cost of tuition.
6. Advanced placement on the salary guide will be made upon presentation of an official college transcript verifying the graduate courses completed. Application for said advanced placement shall be consistent with Board policy regarding dates of submission.

## ARTICLE VI

### Extra Responsibilities

A. Extra-curricular assignments will be made in the following manner:

1. All extra-curricular positions will be declared open at the conclusion of each school year or athletic season.
2. Notification of extra curricular positions shall be posted by the following dates:

Fall Season	December 15 <sup>th</sup>
Winter Season	April 15 <sup>th</sup>
Advisorship	April 15 <sup>th</sup>
Spring Season	May 15 <sup>th</sup>

The second posting will be done after thirty (30) calendar days of date of first posting.

The NWR Board of Education or their designee will notify the existing coach(es) and/or advisor of their intent to rehire, and the coach(es) and/or advisor will notify the NWR Board of Education or their designee of his/her intent before the second posting period. If no

N.W.R.E.A. member applies within two (2) calendar weeks following the second posting then outside (non-NWREA members) advertising may take place.

A teacher's qualifications, previous performance and requests for other contracts will be considered in filling each position.

## B. Salary Guides

1. **Athletic Guide** - The attached Salary Guides reflect compensation for those individuals who coach at North Warren Regional.

(a) Provisions will be added to the compensation guide for Extra Service Stipends to provide an Experience Factor as follows:

~ 0 years thru 4 consecutive years experience	Stipend Amount
~ 5 years thru 9 consecutive years experience	Stipend Amount plus 10%
~ 10 or more consecutive years experience	Stipend Amount plus 20%

(b) Years of experience can accrue for assistant coaching and advisorship positions in the same sport or activity only. Head coaching and lead advisorship positions accrue separately (i.e., experience as assistant does not accrue toward head coaching or lead advisorship positions, experience in one sport or activity does not accrue to a different sport or activity.)

(c) Years of experience must be accrued consecutively within a specific position, and will not be banked or carried over in the event of a break of service in that position, with the exception defined as follows: In the event a break in service is related to any leave of absence allowed by law or by contract, years of experience earned prior to the break in service will be accrued, provided that the individual applies for (and is reinstated in) the extra service position in the re-appointment cycle immediately following their return from the approved leave of absence. Years of service shall be documented as of July 1, 2001 prior to the execution of the amendment dated April 3, 2003. The Administration reserves the right to determine whether or not a coach / extracurricular advisor is re-appointed.

(d) Determination of, and credit for years of experience accrued prior to July 1, 2001 will be by mutual agreement between the Administration and the Association, and will be documented in a record of Extra Service Position Assignments maintained in the NWR Business Office.

2. **Advisorship Guide** - The attached Salary Guides reflect compensation for those individuals who serve as advisors for student groups at North Warren Regional.

(a) Provisions will be added to the compensation guide for Extra Service Stipends to provide an Experience Factor as follows:

~ 0 years thru 4 consecutive years experience	Stipend Amount
~ 5 years thru 9 consecutive years experience	Stipend Amount plus 10%
~ 10 or more consecutive years experience	Stipend Amount plus 20%



- (b) Years of experience can accrue for assistant coaching and advisorship positions in the same sport or activity only. Head coaching and lead advisorship positions accrue separately (i.e., experience as assistant does not accrue toward head coaching or lead advisorship positions, experience in one sport or activity does not accrue to a different sport or activity.)
- (c) Years of experience must be accrued consecutively within a specific position, and will not be banked or carried over in the event of a break of service in that position, with the exception defined as follows: In the event a break in service is related to any leave of absence allowed by law or by contract, years of experience earned prior to the break in service will be accrued, provided that the individual applies for (and is reinstated in) the extra service position in the re-appointment cycle immediately following their return from the approved leave of absence. Years of service shall be documented as of July 1, 2001 prior to the execution of the amendment dated April 3, 2003. The Administration reserves the right to determine whether or not a coach / extracurricular advisor is re-appointed.
- (d) Determination of, and credit for years of experience accrued prior to July 1, 2001 will be by mutual agreement between the Administration and the Association, and will be documented in a record of Extra Service Position Assignments maintained in the NWR Business Office.
- (e) The AM bus duty and the PM bus duty positions currently defined in the Contract will be exempt from and not subject to additional compensation related to the Experience Factor.

### 3. Payment for Chaperones

Chaperones will be paid at hourly rate of \$15.00 per hour for events beyond the normal in-school work day for the duration of this contract.

Overnight events will be compensated at the rate of \$75.00 per day.

Definition of "day" for overnight chaperone pay - The "day" begins at the time of departure from the school. Twenty-four (24) hours from departure time counts as one overnight pay. Each additional 24 hours counts as an additional overnight pay. On the return day, the first five hours after original departure time will be paid on an hourly basis. After five (5) hours, it automatically becomes an "overnight" pay.

4. Payment for assigned Professional Services after normal contract time, (Summer work, evening work, etc.). Payment will be made on a per hour/per day basis at a rate of 1/183.

5. Payment for Non-Stipend Services shall be \$25.00 per hour.

## ARTICLE VII

### Salary for Professional Staff

Base Salary for Professional Staff shall be as shown on attached Section IV, Article I.

## SECTION III

### ARTICLE I

A. Section III applies to Support Staff only Namely:

1. Secretaries
2. Teacher Assistants
3. Custodians
4. Maintenance Personnel

B. Employment

1. Employees may not leave during the day without first receiving permission from an administrator and/or supervisor.

2. The work year shall include all normal business days, (i.e. Monday through Friday), excepting only those holidays and vacations set forth hereinafter. The work year for twelve (12) month employees shall run from July 1st to June 30th. The work year for ten (10) month employees shall run from September 1st to June 30th. The work year for teacher assistants shall be the same as that of the professional staff.

3. The work week for secretaries shall be forty (40) hours per week, inclusive of one-half (1/2) hour for lunch. During the summer months, the work week shall be twenty-five (25) hours per week, exclusive of lunch. Flexible starting times shall facilitate reception center/switchboard (1 position) coverage during the summer months, within the summer day (8:00 am - 3:30 pm).

Administration shall initially seek a volunteer for coverage; however, if there is no volunteer for coverage, a rotating schedule shall be implemented. The person designated to bring mail to the post office shall be released 15 minutes prior to the end of the work day for that purpose.

4. The work week and work day for teacher assistants shall correspond to that of classroom teachers.

5. For safety reasons, all employees required to work on the evening or night shift shall be provided with a minimum of one pager for shift use and two-way radios available for each employee.

6. The work week for those maintenance and custodial employees assigned to the day shift shall be forty (40) hours, exclusive of meal time and the work week for the night shift employees shall be forty (40) hours inclusive of meal time. The summer schedule for custodial and maintenance personnel shall be 7:30 am to 3:00 pm, inclusive of meal time.

7. Any employee called to return to work outside the shift to which he/she is assigned shall be paid time and a half and shall be guaranteed at least two (2) hours overtime. If overtime is necessary, two (2) custodial/maintenance employees shall be called in, depending on the workload, at the discretion of the immediate supervisor. For safety purposes, there shall be not less than two (2) persons in the building. Overtime assignments will be offered to volunteers first, then assigned by

the Supervisor or Superintendent. Assignments shall be made on a fair and equitable manner on a rotating basis. For safety purposes, major building usage for school and/or external community groups would require a second assignment of a custodial/maintenance personnel. ( i.e., Band home show, mini wrestling tournaments, etc.)

8. All new hires of the maintenance and custodial personnel shall obtain a black seal license within one year of employment. Any extension of this time line shall be at the sole discretion of the Superintendent. Failure to comply with this requirement to obtain a black seal license will result in a non-renewal of employment.

9. Secretaries and Teacher Assistants shall be paid on a per hour, per diem rate or given compensation time for assigned overtime work.

10. All employees shall be advised of a regular starting and quitting time.

11. If an early school dismissal or cancellation is necessary, custodial and maintenance employees may be released at the discretion of the Superintendent or his designee. Secretaries shall be released at the same time as teachers. If night shift employees are called in to work during snow emergency the starting time will be 10:00 a.m. unless otherwise notified by immediate supervisor and will be released at the discretion of immediate supervisor.

#### 12. Vacation Time

a. Twelve month employees shall be entitled to ten (10) days of paid vacation after completion of one full year of employment; fifteen (15) days after completion of five full years of employment; and twenty (20) days after ten full years of employment. Vacations may be taken during the school year or during the summer recess and are subject to prior written approval of the Superintendent. Unused vacation days may not be saved for use in subsequent years.

b. Ten month employees shall not be entitled to any paid vacation.

#### 13. Paid Holidays

- a. New Year's Day
- b. Good Friday
- c. Easter Monday
- d. Memorial Day
- e. July 4th (twelve month employees only)(\*)
- f. Labor Day
- g. Thanksgiving Day
- h. Friday after Thanksgiving
- i. Day before Christmas
- j. Christmas Day
- k. Day after Christmas
- l. President's Day(\*)
- m. Martin Luther King Day ~ If school is closed for students in celebration of Martin Luther King Day as a holiday, then it would be a paid holiday for all support staff employees.

(\*) The July 4th holiday and President's Day shall be the day officially recognized by the U.S. government.

14. Secretaries and Teacher Assistants shall not be required to work when school is closed for the following: (these will be considered paid holidays)

Christmas Recess

Spring Recess

President's Day

NJEA Convention

15. Custodial/maintenance personnel shall not be required to work during Spring Recess. This will be considered a paid holiday.

## ARTICLE II Extra Responsibilities

A. The custodial/maintenance person regularly assigned to grounds keeping duties shall receive an additional stipend of \$930.00 in each year, 2003/2004, 2004/2005, 2005/2006.

B. Any custodial/maintenance employee who is the holder of a valid Black Seal license shall receive an additional annual stipend of \$1,146.00 in each year, 2003/2004, 2004/2005, 2005/2006.

C. Each custodial/maintenance employee shall receive a minimum of three sets of shirts and pants, laundered uniforms, per week with the stipulation that they must be worn by the employee.

## ARTICLE III

### Professional Development and Educational Improvement

A. In consideration of the costs involved in maintaining and improving qualifications, and recognizing that the school district as well as the individuals benefit as a result, the Board will reimburse employees for tuition expenses subject to the following rules:

1. Approval to enroll in a course must be received in advance from the Superintendent.
2. Reimbursement for tuition under this policy will be made following completion with a passing grade of the work and upon presentation of an official transcript so indicating. In no event shall the reimbursement for tuition exceed the actual cost of tuition.

## ARTICLE IV

### PRIVATIZATION/SUBCONTRACTING

The board agrees that it shall provide the Association 120 days notice in advance of any formal Board action to privatize or subcontract for any functions presently performed by Association Members, in order to provide the Association with an opportunity to provide the Board of Education or the appropriate committee of the Board with any information that the Association deems to be relevant. In the event that any subcontracting results in any positions being abolished, the Board agrees that it will provide the names and addresses of any impacted employee to any such private sector employer.

## ARTICLE V

### SALARIES

A. **Secretarial Salary Guide** - The attached Secretarial Salary Guide includes both a ten and twelve month salary guide which recognizes the following criteria:

1. The initial placement on the guide shall be determined by the Superintendent and the new employee at the time of employment. However, that placement shall be no higher, but can be lower, than the new member's place on the guide based on a 6:1 ratio of outside experience equaling one year at North Warren.

2. \$500.00 will be added to each step of the guide beginning with Step E for longevity. This figure remains constant during the length of this contract.

B. **Teacher Assistants Salary Guide** - The Teacher Assistants Salary Guide for the length of this contract shall be as shown on the attached schedule. The initial placement shall be determined by the new employee and the Superintendent.

C. **Maintenance Salaries** - Salaries for Maintenance Personnel for the length of this contract shall be as shown on attached schedule. The initial placement on the guide shall be determined by the Superintendent and the new employee. The Board may recognize prior work experience of its Maintenance Personnel at the rate of six (6) years prior experience equals one year experience at North Warren Regional. Credit may be given for work experience that included such duties as electrical, plumbing, mechanical and carpentry skills.

D. **Custodian Salary Guide** - Salaries for custodians for the length of this contract shall be as shown on the attached schedule. The initial placement on the guide shall be determined by the Superintendent and the new employee.

*The remainder of this page is intentionally left blank.*

**SECTION IV**

**ARTICLE I**

**Salary Guides - Certificated Employees**

A. Article I applies only to Professional Certificated employees, namely:

1. Classroom Teacher
2. Nurses
3. Guidance Counselor
4. Librarians/Media Specialists
5. Child Study Team

2003 - 2004		2004 - 2005		2005 - 2006	
Step	BA	Step	BA	Step	BA
A - B	\$35,701	A	\$36,284	A - B	\$39,000
C	\$36,213	B - C	\$36,804	C - D	\$39,470
D	\$36,725	D	\$37,325	E	\$39,943
E	\$37,237	E	\$37,845	F	\$40,714
F	\$38,653	F	\$39,284	G	\$41,500
G	\$40,123	G	\$40,778	H	\$43,073
H	\$41,648	H	\$42,328	I	\$44,705
I	\$43,232	I	\$43,938	J	\$46,400
J	\$44,875	J	\$45,608	K	\$48,158
K	\$46,581	K	\$47,341	L	\$49,983
L	\$48,352	L	\$49,142	M	\$51,878
M	\$50,190	M	\$51,009	N	\$53,844
N	\$52,098	N	\$52,949	O	\$55,885
O	\$54,079	O	\$54,963	P	\$58,003
P	\$56,135	P	\$57,052	Q	\$60,201
Q	\$58,269	Q	\$59,221	R	\$62,483
R	\$60,485	R	\$61,473	S	\$64,851
S	\$62,785	S	\$63,810	T	\$67,308
T	\$65,172	T	\$66,236	T2	\$69,859
T2	\$67,650	T2	\$68,755	T3	\$72,548
T3	\$70,548	T3	\$71,548		

# TEACHER ADVANCEMENT CHART

Y. KOUTOBE

Follow arrows across to determine placement

2002-03

2003-04

2004-05

2005-06

Step

Step

Step

Step

A ----->  
 B ----->  
 C ----->  
 D ----->  
 E ----->  
 F ----->  
 G ----->  
 H ----->  
 I ----->  
 J ----->  
 K ----->  
 L ----->  
 M ----->  
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Compression Guide

This guide was utilized to place certificated staff members employed during the 1993-94 school year on the 1994-95 compressed salary guide.

<u>1993-94 Step</u>	<u>To</u>	<u>1994-95 Step</u>	<u>1993-94 Step</u>	<u>To</u>	<u>1994-95 Step</u>
0		A	16		K
1		B	17		L
2, 3		C	18, 19		M
4, 5, 6		D	20		N
7, 8		E	21		O
9, 10		F	22, 23, 24		P
11, 12		G	25		Q
13		H	26 to 29		R
14		I	30 to 35		S
15		J	36 to 41		T

Experience Conversion Guide

This guide shall be used to place newly employed certificated staff members on the professional staff salary guide effective July 1, 1994.

<u>Years Experience</u>	<u>NWR Step</u>	<u>Years Experience</u>	<u>NWR Step</u>
0	A	16	K
1	B	17	L
2, 3	C	18, 19	M
4, 5, 6	D	20	N
7, 8	E	21	O
9, 10	F	22, 23, 24	P
11, 12	G	25	Q
13	H	26 to 29	R
14	I	30 to 35	S
15	J	36 to 41	T



B. Professional Staff Longevity Guide

Total Years  
Tch. Exp.

10-14	\$ 300.
15-17	\$ 800.
18-20	\$ 900.
21-23	\$ 1,000.
24-26	\$ 1,100.
27-29	\$ 1,200.
30-38	\$ 1,300.
39-42 (or higher)	\$ 1,350.

C. Professional Staff Credit Guide

Credits

BA+9	\$ 700.
BA+20	\$ 1,700.
BA+30	\$ 2,000.
MA	\$ 4,100.
MA+9	\$ 4,500.
MA+20	\$ 4,700.
MA+30	\$ 5,000.

D. Professional Staff - 6<sup>th</sup> Period Assignment

<u>In Lieu of:</u>	
Duty	\$ 5,000.
Prep	\$ 6,000.

## ARTICLE II

A. Article II applies only to Secretarial Staff salaries.

2003 - 2004		2004 - 2005		2005 - 2006	
Step	12 Month	Step	12 Month	Step	12 Month
A - C	\$19,332	A	\$19,793	A - B	\$21,969
D	\$20,172	B - D	\$20,386	C - E	\$22,518
E	\$21,012	E	\$20,998	F	\$23,080
F	\$23,012	F	\$21,901	G	\$23,888
G	\$24,012	G	\$22,843	H	\$24,724
H	\$24,513	H	\$23,825	I	\$25,589
I	\$25,347	I	\$25,113	J	\$26,510
J	\$26,292	J	\$26,193	K	\$27,465
K	\$27,392	K	\$27,358	L	\$28,454
L	\$28,392	L	\$28,576	M	\$29,478
M	\$29,392	M	\$29,400	N	\$30,700
N	\$30,832	N	\$30,708	O	\$32,037
O	\$32,602	O	\$32,075	P	\$33,479
P	\$34,372	P	\$33,502	Q	\$35,035
Q	\$35,930	Q	\$34,993	R	\$36,665
R	\$37,430	R	\$36,550	S	\$38,369
S	\$38,802	S	\$38,177	T	\$40,802
		T	\$39,802		

The 12-month off-guide secretary will receive a \$1,000 increase in 2003-04, 2004-05 & 2005-06.  
 The 10-month off-guide secretary will receive an \$833 increase in 2003-04, 2004-05 & 2005-06.

Off Guide    2002-2003                      \$39,802. (12 month)  
 (10 month prorated 83.33%)

B. Beginning Step E a longevity increment of \$500 will be added to each base salary, for both ten (10) month and twelve (12) month secretaries.

C. Ten month employees to be paid pro-rata on this guide. (i.e.: 10/12 = 83.33%)

# SECRETARIES ADVANCEMENT CHART

Follow arrows across to determine placement

<u>2002-03</u> Step	<u>2003-04</u> Step	<u>2004-05</u> Step	<u>2005-06</u> Step
A-B	A-C	A	A-B
C	D	B-D	C-E
D	E	E	F
E	F	F	G
F	G	G	H
G	H	H	I
H	I	I	J
I	J	J	K
J	K	K	L
K	L	L	M
L	M	M	N
M	N	N	O
N	O	O	P
O	P	P	Q
P	Q	Q	R
Q	R	R	S
R	S	S	T
S	S	T	T

ARTICLE III

Salary Guides—Teacher's Assistant

A. Article III applies only to Teacher's Assistant.

STEP 2003~2004

A \$14,500

B. All increases for current employees for the length of this agreement, shall be according to the negotiated increases in the memorandum of agreement:

2003 / 2004 - \$1,000	2004 / 2005 - \$1,000	2005 / 2006 - \$1,000
-----------------------	-----------------------	-----------------------

C. After three (3) years in the District, (beginning with the fourth year) a longevity increment of \$300. will be added to the base salary.

0	1	2	3	4	5	6	7	8	9	10
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ARTICLE IV

Salary Guides - Custodians

A. Article IV applies only to Custodial personnel.

2003 - 2004		2004 - 2005		2005 - 2006	
Step	12 Month	Step	12 Month	Step	12 Month
A - B	\$19,322	A - C	\$21,691	Maintenance Guide and Custodians' Guide merge for 2005/2006.	
C	\$19,707	D	\$22,505		
D	\$20,616	E	\$23,349		
E	\$21,817	F	\$24,224		
F	\$22,881	G	\$25,133		
G	\$24,057	H	\$26,075		
H	\$25,372	I	\$27,053		
I	\$26,682	J	\$28,067		
J	\$27,992	K	\$29,120		
K	\$29,292	L	\$30,580		
L	\$30,712	M	\$32,134		
M	\$31,772	N	\$33,162		
N	\$32,868	O	\$34,223		
O	\$34,002	P	\$35,319		
P	\$35,175	Q	\$36,449		
Q	\$36,388	R	\$37,615		
R	\$37,644	S	\$39,000		
S	\$39,000				

Off Guide 2002/2003 \$43,419.

Off-guide custodian receives a \$1,000 increase in 2003-2004, 2004-05, and 2005-06.

B. Custodial Longevity Guide

Step	
B-C	\$ 300.
D-E	\$ 400.
F-Top	\$ 500.

C. Custodial stipends as per Section III, Article II.

# CUSTODIANS ADVANCEMENT CHART

Follow arrows across to determine placement

<u>2002-03</u>		<u>2003-04</u>		<u>2004-05</u>		<u>2005-06</u>
<u>Step</u>		<u>Step</u>		<u>Step</u>		<u>Step</u>
A	----->	A-B	----->	A-C	----->	A
B	----->	C	----->	D	----->	B-D
C	----->	D	----->	E	----->	E
D	----->	E	----->	F	----->	F
E	----->	F	----->	G	----->	G
F	----->	G	----->	H	----->	H
G	----->	H	----->	I	----->	I
H	----->	I	----->	J	----->	J
I	----->	J	----->	K	----->	K
J	----->	K	----->	L	----->	L
K	----->	L	----->	M	----->	M
L	----->	M	----->	N	----->	N
M	----->	N	----->	O	----->	O
N	----->	O	----->	P	----->	P
O	----->	P	----->	Q	----->	Q
P	----->	Q	----->	R	----->	R
Q	----->	R	----->	S	----->	S
R	----->	S	----->	S	----->	T
S	----->	S	----->	S	----->	T
S	----->	S	----->	S	----->	T

ARTICLE V

Salary Guide - Maintenance

A. Article V applies only to Maintenance personnel.

2003 - 2004		2004 - 2005		2005 - 2006	
Step	12 Month	Step	12 Month	Step	12 Month
A - B	\$19,322	A - C	\$21,691	Maintenance Guide and Custodians' Guide merge for 2005/2006.	
C	\$19,707	D	\$22,505		
D	\$20,616	E	\$23,349		
E	\$21,817	F	\$24,224		
F	\$22,881	G	\$25,133		
G	\$24,057	H	\$26,075		
H	\$25,372	I	\$27,053		
I	\$26,682	J	\$28,067		
J	\$27,992	K	\$29,120		
K	\$30,802	L	\$32,300		
L	\$32,300	M	\$33,600		
M	\$33,600	N	\$34,600		
N	\$34,600	O	\$36,382		
O	\$36,382	P	\$37,732		
P	\$37,732	Q	\$38,732		
Q	\$38,732	R	\$40,767		
R	\$39,332	S	\$42,419		
S	\$42,419				

B. Beginning Step H a longevity increment of \$500 will be added to each base salary.

C. Maintenance stipends as per Section III, Article II.

# MAINTENANCE ADVANCEMENT CHART

Follow arrows across to determine placement

<u>2002-03</u> Step		<u>2003-04</u> Step		<u>2004-05</u> Step		<u>2005-06</u> Step * Custodial Guide
A	----->	A-B	----->	A-C	----->	A
B	----->	C	----->	D	----->	B-D
C	----->	D	----->	E	----->	E
D	----->	E	----->	F	----->	F
E	----->	F	----->	G	----->	G
F	----->	G	----->	H	----->	H
G	----->	H	----->	I	----->	I
H	----->	I	----->	J	----->	J
I	----->	J	----->	K	----->	K
J	----->	K	----->	L	----->	N
K	----->	L	----->	M	----->	O
L	----->	M	----->	N	----->	P
M	----->	N	----->	O	----->	Q
N	----->	O	----->	P	----->	R
O	----->	P	----->	Q	----->	S
P	----->	Q	----->	R	----->	T
Q	----->	R	----->	S	----->	T
R	----->	S	----->	S	----->	T
S	----->	S	----->	S	----->	T
S	----->	S	----->	S	----->	T



COMBINED ARTICLES IV & V

Salary Guides - Custodians & Maintenance

A. Combined Articles IV & V apply to Custodians & Maintenance for the 2005/2006 year.

2005 - 2006	
Step	12 Month
A	\$22,251
B - D	\$23,075
E	\$23,929
F	\$24,814
G	\$25,732
H	\$26,684
I	\$27,671
J	\$28,695
K	\$29,757
L	\$30,858
M	\$32,134
N	\$33,410
O	\$34,763
P	\$36,171
Q	\$37,636
R	\$39,160
S	\$40,746
T	\$42,420

Off Guide Custodian 2002/2003 is \$43,419.

Off-guide custodian receives a \$1,000 increase in 2003-2004, 2004-2005, 2005-2006.

B. Custodial Longevity Guide: Step B-D \$300  
 Step E \$400  
 Step F-Top \$500.

C. Custodial and Maintenance stipends as per Section III, Article II.

D. Two maintenance workers will be placed on Step N and Step T of the Combined Custodian / Maintenance Guide.

ARTICLE VI  
Salary Guide - Athletic

Position	2003/2004	2004/2005	2005/2006
Athletic Director Assistant	\$1,607.	\$1,663.	\$1,721.
Varsity Baseball	\$5,142.	\$5,332.	\$5,508.
J.V. Baseball	\$3,696.	\$3,825.	\$3,959.
Freshman Baseball	\$3,696.	\$3,825.	\$3,959.
Varsity Basketball (B&G)	\$5,142.	\$5,332.	\$5,508.
J.V. Basketball (B&G)	\$3,696.	\$3,825.	\$3,959.
Freshman Basketball (B&G)	\$3,696.	\$3,825.	\$3,959.
M.S. Basketball (B&G)	\$3,696.	\$3,825.	\$3,959.
M.S. Basketball Asst. (B&G)	\$3,198.	\$3,294.	\$3,393.
Cross Country	\$4,606.	\$4,767.	\$4,934.
M.S. Cross Country	\$3,696.	\$3,825.	\$3,959.
Varsity Field Hockey	\$5,142.	\$5,332.	\$5,508.
Assistant Field Hockey	\$3,696.	\$3,825.	\$3,959.
J.V. Field Hockey	\$3,696.	\$3,825.	\$3,959.
Freshman Field Hockey	\$3,696.	\$3,825.	\$3,959.
M.S. Field Hockey	\$3,696.	\$3,825.	\$3,959.
Varsity Football	\$5,142.	\$5,332.	\$5,508.
Assistant Football (3)	\$3,696.	\$3,825.	\$3,959.
Freshman Football	\$3,696.	\$3,825.	\$3,959.
Varsity Soccer (B&G)	\$5,142.	\$5,332.	\$5,508.
Assistant Soccer (B &G)	\$3,696.	\$3,825.	\$3,959.
J.V. Soccer (B&G)	\$3,696.	\$3,825.	\$3,959.
Freshman Soccer (B&G)	\$3,696.	\$3,825.	\$3,959.
M.S. Soccer (B&G)	\$3,696.	\$3,825.	\$3,959.
Assistant M.S. Soccer (B&G)	\$3,198.	\$3,294.	\$3,393.
Varsity Softball	\$5,142.	\$5,332.	\$5,508.
J.V. Softball	\$3,696.	\$3,825.	\$3,959.
Freshman Softball	\$3,696.	\$3,825.	\$3,959.
Varsity Wrestling	\$5,142.	\$5,332.	\$5,508.
Assistant Wrestling	\$3,696.	\$3,825.	\$3,959.
M.S. Wrestling	\$3,696.	\$3,825.	\$3,959.

Salary Guide - Athletics (continued)

Position	2003/2004	2004/2005	2005/2006
Golf	\$4,606.	\$4,767.	\$4,934.
Fall Varsity Cheerleading	\$3,696.	\$3,825.	\$3,959.
Fall Assistant Cheerleading	\$2,678.	\$2,772.	\$2,869.
Winter Varsity Cheerleading	\$3,696.	\$3,825.	\$3,959.
Winter Assistant Cheerleading	\$2,678.	\$2,772.	\$2,869.
M.S. Cheerleading	\$2,678.	\$2,772.	\$2,869.
Fall Weightlifting	\$1,607.	\$1,663.	\$1,721.
Winter Weightlifting	\$1,607.	\$1,663.	\$1,721.
Spring Weightlifting	\$1,607.	\$1,663.	\$1,721.

ARTICLE VII  
Salary Guide - Advisorships

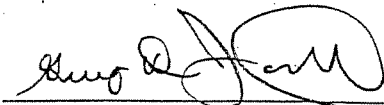
Position	2003/2004	2004/2005	2005/2006
Student Council H.S.	\$1,125.	\$1,164.	\$1,205.
Student Council M.S.	\$911.	\$942.	\$975.
National Honor Society	\$911.	\$942.	\$975.
School Store	\$1,875.	\$1,940.	\$2,008.
Mock Trial	\$1,553.	\$1,608.	\$1,664.
Public Relations	\$1,553.	\$1,608.	\$1,664.
FBLA	\$1,768.	\$1,829.	\$1,893.
FFA	\$2,464.	\$2,550.	\$2,639.
Science League Advisors:			
Earth Science	\$911.	\$942.	\$975.
Biology I	\$911.	\$942.	\$975.
Biology II	\$911.	\$942.	\$975.
Chemistry I	\$911.	\$942.	\$975.
Chemistry II	\$911.	\$942.	\$975.
Physics I	\$911.	\$942.	\$975.
Physics II	\$911.	\$942.	\$975.
Math League Advisor	\$752.	\$778.	\$806.
Ski Club	\$1,339.	\$1,386.	\$1,434.
Junior Ski Club	\$1,018.	\$1,053.	\$1,090.
Band Director (All Year)	\$4,499.	\$4,657.	\$4,820.
Band Director Assistant (All Year)	\$2,999.	\$3,104.	\$3,213.
Percussion Coordinator (All Year)	\$1,714.	\$1,774.	\$1,836.
Flag Coordinator (All Year)	\$1,714.	\$1,774.	\$1,836.
Jazz Band Director	\$2,116.	\$2,190.	\$2,266.
Indoor Guard	\$1,928.	\$1,996.	\$2,066.
Yearbook Advisor	\$2,571.	\$2,661.	\$2,754.
Yearbook Manager	\$1,178.	\$1,220.	\$1,262.
Newspaper Advisor	\$1,393.	\$1,441.	\$1,492.
Chess Club	\$1,285.	\$1,330.	\$1,377.

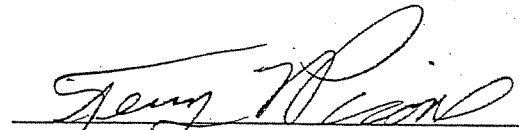
Salary Guide - Advisorships (Continued)

Position	2003/2004	2004/2005	2005/2006
M.S. Advisor	\$1,044.	\$1,081.	\$1,119.
M.S. Assistant Advisor	\$616.	\$638.	\$660.
9 <sup>th</sup> Grade Advisor	\$911.	\$942.	\$975.
10 <sup>th</sup> Grade Advisor	\$911.	\$942.	\$975.
11 <sup>th</sup> Grade Advisor	\$1,125.	\$1,164.	\$1,205.
12 <sup>th</sup> Grade Advisor	\$1,607.	\$1,663.	\$1,721.
Musical Director	\$3,642.	\$3,770.	\$3,902.
Musical Director Assistant(s)	\$1,366.	\$1,414.	\$1,463.
Play Director (Fall & M.S.)	\$2,116.	\$2,190.	\$2,266.
Play Director Assistants (Fall)	\$1,366.	\$1,414.	\$1,463.
Substitute Calling	\$3,535.	\$3,659.	\$3,787.
AM Bus Duty (more than 5 yrs.)	\$2,009.	\$2,079.	\$2,152.
AM Bus Duty (less than 5 yrs.)	\$1,285.	\$1,330.	\$1,377.
PM Bus Duty	\$1,285.	\$1,330.	\$1,377.
Detention	\$3,267.	\$3,382.	\$3,500.
TV Studio	\$2,571.	\$2,661.	\$2,754.

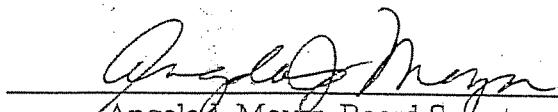
IN WITNESS HEREOF, the parties hereto have set their hands and seals at North Warren Regional School District, Blairstown Township, County of Warren, State of New Jersey, on the 28<sup>th</sup> day of October, 2003:

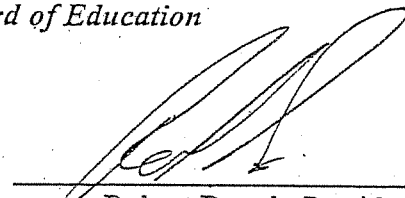
*North Warren Regional Education Association*


  
\_\_\_\_\_  
Guy Jorstad, Secretary

  
\_\_\_\_\_  
Terry Picone, President and  
Chief Negotiator

*North Warren Regional Board of Education*

  
\_\_\_\_\_  
Angela J. Moyer, Board Secretary

  
\_\_\_\_\_  
Robert Brandt, President

  
\_\_\_\_\_  
Francis P. Donlon, Chief Negotiator