

AGREEMENT BETWEEN THE  
BOARD OF EDUCATION OF WARREN TOWNSHIP  
COUNTY OF SOMERSET, NEW JERSEY

and

WARREN TOWNSHIP EDUCATION ASSOCIATION

For the School Year July 1, 2017 to June 30, 2020

TABLE OF CONTENTS

PART A: GENERAL

<u>ARTICLE</u>		<u>PAGE</u>
I	RECOGNITION.....	1
II	NEGOTIATION PROCEDURE.....	2
III	GRIEVANCE PROCEDURE.....	2
IV	EMPLOYEE AND BOARD RIGHTS.....	5
V	ASSOCIATION RIGHTS AND PRIVILEGES.....	6
VI	MEDICAL INSURANCE.....	6
VII	TEMPORARY LEAVE OF ABSENCE.....	7
VIII	EXTENDED LEAVE OF ABSENCE.....	9
IX	DEDUCTIONS FROM SALARY.....	11
X	MISCELLANEOUS PROVISIONS.....	12
XI	AMENDMENT AND DURATION OF CONTRACT.....	13

PART B: CERTIFICATED STAFF

XII	SCHOOL CALENDAR.....	14
XIII	TEACHING HOURS, LOADS, ASSIGNMENT.....	14
XIV	NONTEACHING DUTIES.....	18
XV	TEACHER EMPLOYMENT.....	20
XVI	SALARIES AND FRINGE BENEFITS.....	22
XVII	TRANSFERS AND PROMOTIONS OF PERSONNEL.....	25
XVIII	TEACHER EVALUATION.....	25
XIX	SICK LEAVE.....	26
XX	CLASS COVERAGE.....	26

PART C: SECRETARIES/PARAPROFESSIONALS

XXI	WORKING CONDITIONS.....	28
XXII	SALARIES AND FRINGE BENEFITS.....	30
XXIII	TRANSFERS AND PROMOTIONS OF PERSONNEL.....	34
XXIV	SICK LEAVE.....	34
XXV	SECRETARY EVALUATION.....	36
	GRIEVANCE FORM.....	38
	SALARY GUIDES.....	40

## PART A: GENERAL

### PREAMBLE

This agreement is entered into as of this 1st day of July, 2017 by and between the Warren Township Board of Education, Warren, New Jersey, hereinafter called the "Board," and the Warren Township Education Association, hereinafter called the "Association."

### WITNESSETH

WHEREAS, the parties hereto have reached an agreement respecting the terms and conditions of employment of certain employees of the Board, the parties hereto, pursuant to Revised Statutes 34:13A-1 et seq., mutually agree as follows:

### ARTICLE I

#### RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all employees under contract, on leave or employed by the Board as defined herein:
1. All full and part time certified teachers to include certified school nurses, psychologists, social workers, learning disabilities teacher consultants and guidance counselors.
  2. Office personnel as follows:
    - a. Attendance officer: as per Title 18A
    - b. Secretaries: Elementary school offices  
Middle School offices  
Student Personnel Services Office  
Buildings and Grounds Office  
Curriculum Office
    - c. Clerk Typist: Any of above offices
  3. Paraprofessionals: All paraprofessionals who work in classrooms, libraries, offices, and/or who perform lunch, playground, and/or bus duties.

Excluded from the unit shall be all supervisory personnel, substitute teachers, secretaries in the Superintendent's office and Board of Education office and all accounting personnel.

Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in this negotiation unit as defined above; the term "secretary" shall refer to personnel listed in A(2) above and the term "paraprofessional" shall refer to personnel referred to in A(3) above.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiation over a procedure in accordance with Revised Statutes 34:13A-1 et seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of Employees' employment. Such negotiations shall begin as required by law. Any agreement so negotiated shall apply to all Employees, be reduced to writing, be signed by the Board and the Association and be ratified by the Board and the Association. Approval by a full majority of the Board is required for ratification.
- B. During negotiations, the Board and the Association may present relevant data, exchange points of view and make proposals and counter proposals.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment as stated in this Contract of an employee or group of employees covered by the contract and/or a complaint that there has been an alleged violation, misapplication, or misinterpretation of any of the provisions of this Agreement or of any Board Policy or administrative decision rendered thereunder. The term "Grievance" shall not apply to any matter where (a) a method of review is prescribed by law or State Board rules; (b) the Board of Education is without authority to act; (c) a complaint relates to the non-renewal or termination upon notice of a non-tenured teacher's contract.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level and at the earliest possible time, equitable solutions to the problems which may affect employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at all levels of the procedure.

#### C. Procedure

- I. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of school year, the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. The time periods set forth in these procedures are intended to be maximum limits. Every effort shall be made to expedite the procedure.

#### 2. Level One

The grievant shall first discuss the grievance with his/her immediate superior within fifteen (15) workdays of its occurrence to resolve the matter informally. The grievant shall submit in writing to his/her immediate superior, the nature of

the grievance and the remedy sought at this time. The immediate superior shall respond, in writing, to the grievant within five work days of the Level One meeting.

3. Level Two

If the grievant wishes to proceed to Level Two, he/she must forward his/her grievance, in writing, to the Superintendent within five work days of the receipt of the Level One response and so notify the Level One administrator in writing. Failure to do so means the issue is resolved. The Superintendent shall meet with the grievant and/or his/her representatives within ten work days of receipt. At his discretion, the Superintendent may require the presence of the immediate superior at that meeting. The Superintendent shall respond, in writing, to the grievant within five work days of the Level Two meeting.

4. Level Three

If the grievant and/or his/her representatives wish to proceed to Level Three, he/she must forward his/her grievance, in writing, to the Board of Education within five work days of his/her receipt of the Level Two response and so notify the Superintendent. Failure to do so means the issue is resolved. Within ten working days of receipt of the grievance, the Board shall notify the grievant, in writing, as to whether or not a hearing will be held. If a hearing is set, it must be held within twenty work days of the Board's receipt of the grievance. The grievant and his/her representatives would meet with the Board and/or its representatives. The Board's decision shall be communicated, in writing, to the grievant within five workdays of this meeting. If a hearing is not set, the Board's decision shall be communicated, in writing, to the grievant within 30 work days of the Board's receipt of the grievance.

5. Level Four

a. A grievance to proceed to Level Four must be concerned with the interpretation or meaning or application of any of the provisions of this agreement.

b. If the grievant wishes to proceed to Level Four following a hearing by the Board, he/she must request in writing, within five work days of receipt of Level Three response, that the Association submit the grievance to advisory arbitration. Failure to do so means that the grievance has been resolved.

If the Association determines that the grievance is meritorious, it may submit the grievance to advisory arbitration within fifteen (15) work days after receipt of a request by the grievant and so notify the board. Failure to submit it means that the grievance is resolved.

c. Within ten work days after such written notice of submission to advisory arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a

commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request may be made to the Public Employment Relations Commission by either party to select an arbitrator.

The arbitrator shall confer with representatives of the Board and grievant and begin hearings as soon as can be arranged. He/she shall then be restricted to considering only the question(s) submitted to him/her, The arbitrator shall issue his/her recommendations within thirty (30) calendar days after he/she has concluded the hearings.

- d. The arbitrator's recommendation(s) shall be advisory and shall be submitted to the Board and to the grievant in writing and shall set forth his/her findings of fact, reasoning and recommendations only on the issue(s) submitted.
  - e. The cost for the services of the arbitrator including per diem expenses, if any, subsistence expenses, actual and necessary travel shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
6. The filing of a grievance does not relieve the grievant of the responsibility for complying with the administrative directive until such time as the grievance is resolved.

D. Miscellaneous

- I. When an employee is not represented by the Association, the Association shall have the right to be present, and to state its views.
- 2. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties of interest and their designated representatives unless otherwise provided by law.
- 3. Any grievant shall file his grievance on the form attached to and made a part of this Agreement.

## ARTICLE IV

### EMPLOYEE AND BOARD RIGHTS

- A. Employee rights shall be as provided by law.
- B. All rights, powers, duties and responsibilities of the Board of Education prior to this Agreement shall continue except as limited by the Agreement and then insofar as the limitations are legal. The Board retains all rights, powers, functions, and authority of management, including the hiring, supervision, discipline, and promotion of employees, the direction of school operations and the determination of the methods, means, and personnel by which such operations are to be conducted and to take whatever action may be necessary to accomplish the missions of the school district.
- C. The employee shall maintain the responsibility to determine grades based upon his/her professional judgment of available criteria pertinent to any given subject and/or activity for which he/she is responsible. In cases where a dispute exists after a grade has been discussed with the teacher, appeals shall be made first to the Building Principal, second to the Superintendent of Schools, and third to the Board of Education. While the Board of Education has the final determination of grades, no grade shall be changed unless it has been determined that the grade was given in a manner contrary to school policies and practices. The teacher shall have the right to present information at each of the aforementioned steps.
- D. No tenured employee shall be disciplined, reprimanded, reduced in rank, or have increment withheld without just cause. Any such action taken by the Board, or any agent or representative thereof, shall not be made public (unless so requested by the employee in accordance with the Sunshine Law) until formal action is taken by the Board, and shall be subject to procedures consistent with law.
- E. Any criticism by a Supervisor or Administrator of an employee herein shall be made in confidence and not in the presence of students, parents, or at other public gatherings if at all possible. No criticism by the members of the WTEA of the Board of Education or Administration shall be made in the presence of students, parents or at other public gatherings.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests available information concerning the financial resources of the district; i.e., A-4 audit, A7 report, agendas and minutes of all public board meetings, employee census data (if the Board has such data), individual and group employee health insurance premiums relative to cost with names and classifications of illness to be withheld and names and addresses of all employees.
- B. If both parties agree to meet during work hours, any representative of the Association or any employee participating in these negotiations, grievance proceedings (excluding Level Four) conferences, or meetings relative thereto shall suffer no loss of pay. It is recommended that all Level Four grievance procedures be conducted outside school hours. If this is not possible, the Association will reimburse the Board for the cost of substitutes for the grievant and the Association representative.
- C. The President of the Warren Township Education Association shall be granted two days per semester (a total of four days per school year) to conduct Association business. Additional days may be authorized at the sole discretion of the Superintendent.
- D. Superintendent Advisory Committee (SAC)

This Committee shall consist of the Superintendent who serves as Chairman and a representative from each school selected by the Association, plus one specialist selected by the Association. The Committee's function will be to review and discuss local school problems and practices and to make recommendations as to their correction and solution. This Committee shall meet two times per year.

## ARTICLE VI

### MEDICAL INSURANCE

- A. The Board shall provide full medical insurance for employees and their dependents. However, no medical insurance benefits shall be granted to part-time employees working fewer than twenty-five (25) hours per week. The protection shall be comparable to that provided by the New Jersey State Health Benefits Plan, School Employee's Health Benefits Program ("SEHBP") Direct 15 level of coverage. An employee can select a level of coverage more expensive than the Direct 15 level of coverage and pay 100% of the difference between the Direct 15 level of coverage and the more expensive plan in addition to his/her health benefit contributions set forth herein. Employees shall contribute to their health care coverage in accordance with the Tier IV rates set forth in Chapter 78, P.L. 2011. The Board will pass a resolution establishing a health benefits waiver in accordance with New Jersey law.

B. The Board shall provide full individual dental insurance for employees. Parent and child, husband and wife, or family dental coverage will be provided with the employee paying the difference between individual and the coverage the employee elects. This coverage shall be provided on a voluntary basis. This protection shall be comparable to that provided by the Delta Dental Plan of New Jersey.

- Preventive and Diagnostic - 100% UCR
- Basic Services - 80% UCR
- Major Services - 50% UCR
- Orthodontics - 50% UCR; \$800 SCP Max.

\$1,500 maximum UCR p.a.

\$25 deductible p.a., excluding preventive and diagnostic.

During the term of this Agreement, the Board shall pay up to \$500 per employee toward employee-only dental insurance coverage for employees who choose to take dental coverage. The employee will be responsible for the cost of dental insurance above \$500. Effective July 1, 2010, this provision is subject to employee contributions as provided by law.

- C. The Board reserves the right to name the carrier(s).
- D. The Board agrees to ask the insurance carrier to provide a clear description of limits and coverage to each teacher.

## ARTICLE VII

### TEMPORARY LEAVE OF ABSENCE

Leaves of absence with pay shall be granted annually for the following reasons:

- A. Upon approval of the Administration:
1. Five days per occasion if required for death in the immediate family (spouse, child or parent).
  2. Three days per occasion if required for death of a brother, sister, mother-in-law, father-in-law, grandchild, grandparent, uncle, aunt, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other member of household. (Other household members shall be limited to a maximum of two individuals listed on the employee's emergency card, when such individuals are members of the household.)
  3. Up to four days for the conduct of personal affairs which cannot be handled outside of school hours. A personal leave day cannot be used the day before or the day after a holiday or vacation period or the first or last day of the employee's

school term, nor shall a personal leave day be utilized for a holiday or vacation. The spirit and intention of this section is to provide only for a uniquely private concern of an individual and, therefore, is not to be interpreted in any manner other than that which has been expressed. If it is established that an employee takes such a leave for a reason other than the aforementioned purposes, the Superintendent may then determine that the absence results in the forfeiture of pay for the absence. Application to the employee's principal shall ordinarily be made at least three days prior to the leave. Maximum allowance - four (4) days per year. All four personal days may be taken without reason. Any personal day which is unused shall be added to the employee's sick leave bank.

B. Upon approval of the Superintendent:

1. For the purpose of visiting other schools or attending meetings or conferences of an educational nature.
2. For jury duty, maximum allowance as required.
3. For appearance in any legal proceeding connected with the employee's employment or with the school system, except where a unit member is suing the Board, or in any other legal proceeding, if the employee is required by law to attend provided the employee is not a party to a suit. Maximum allowance as required.
4. Full pay shall be paid by the Board for temporary (not to exceed 90 days in any one year) duty with any unit of the U.S. Reserves or the State National Guard provided such obligation cannot be fulfilled when school is not in session.
5. A maximum of two (2) days for each two representatives to attend conferences of N.J.E.A. and N.E.A. shall be granted. The Association will reimburse the Board for the cost of substitute(s).

C. Payment for other leaves of absence or emergency absence may be granted by the Superintendent with board approval.

D. Two compensatory days shall be awarded to each teacher who accompanies the seventh or eighth grade on an overnight class trip. The two compensatory days must be used in a school year immediately following the overnight class trip, provided, however, that if the teacher is not returning the following year, the days may be taken in the year that they are awarded. Compensatory days may not be used in May or June unless the teacher is not returning the following year.

E. During the period of leave in this category, the employee shall not engage in any employment for remuneration.

F. Personal days and compensatory days may not be combined to be used the day before or the day after a holiday or vacation period or the first or last day of the employee's school term.

- G. All employees shall be entitled to two "family illness" days. Unused family illness days shall not be added to accumulated sick leave. Family illness days may be utilized where a personal presence is advisable because of critical illness of (a) a parent or (b) a spouse or (c) a child, or (d) a member of the family living in the teacher's household. An informal explanation identifying the family member and the nature of his or her illness will be provided upon request.

## ARTICLE VIII

### EXTENDED LEAVES OF ABSENCE

All requests, extensions or renewals of extended leaves without pay shall be made in writing to the superintendent. The Superintendent shall give written notification of the Board's disposition.

B. Maternity Disability

1. The Board shall grant sick leave for the period of actual disability approximately one month prior to delivery and one month subsequent associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for illness or medical disability. The pregnant employee will be entitled to her annual and accumulated sick leave, with pay, during the period of absence due to her actual disability. Absent medical documentation to the contrary, employees will be presumed disabled as a result of pregnancy/childbirth for thirty (30) calendar days before and thirty (30) calendar days after the date of delivery. Other than completing the U.S. Department of Labor form WH-380, "Certification of Health Care Provider," no other medical documentation shall be required in order to use sick leave during this period. Employees may use sick leave outside of these 30-day periods upon providing medical documentation evidencing a pregnancy/childbirth-related disability.

In accordance with his eligibility rules and regulations, employees shall use FMLA leave for any period of pregnancy/childbirth-related disability during which the teacher has no sick leave available.

2. Any pregnant employee who does not elect to take a child-rearing leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when she is physically able to do so.
3. The Board may require an employee during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which the employee has been assigned.
4. In the event of any question as to the medical condition of the pregnant employee, a conference shall be arranged between the Board's physician and the employee's attending physician.
5. No employee shall be required to leave work because of pregnancy at any specific time prior to expected child birth nor be prevented from returning to work after

child birth solely on the ground that there has not been a time lapse of specific duration between child birth and the desired date of return.

6. Nothing stated herein is intended to restrict the right of the Board to discipline any pregnant employee for any cause not related solely to her pregnancy.
7. The Board has the right to remove any pregnant employee from her daily duties on any one (1) of the following criteria:
  - a. Her performance substantially declines from the period preceding pregnancy.
  - b. Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if the employee fails to produce a physician's certificate that she is medically able to continue working or the Board's physician concludes that she is unable to continue working.

C. Child Rearing

The Board of Education shall grant child-rearing leave without pay in accordance with the following procedure:

1. All initial applications for extensions or reductions of child rearing leave shall be made in writing to the Superintendent.
2. Any teacher or tenured secretary intending to apply for child rearing leave shall advise the Superintendent of the fact of her pregnancy and/or of her/his prospective plans for taking child rearing leave and the best estimate of when the child rearing leave will commence and terminate. The teacher/secretary shall request child rearing leave of the Superintendent in writing at least 60 days prior to the date the leave is to commence.
3. The request for child rearing leave shall specify the date when the teacher/secretary wishes the leave to commence and terminate.
4. Upon the request of a teacher or secretary under tenure, child rearing leave shall be granted for a period of up to the end of the academic school year in which the child rearing leave commences and an additional school year may be granted upon the request of a teacher or secretary under tenure. A teacher/secretary on child rearing leave shall notify the Superintendent in writing of the intention to return to the District by March 1 of the school year preceding the school year in which the teacher intends to return to the District or 60 days prior to said intended return date, whichever is sooner.
5. A tenured teacher/secretary returning on the first day of the school year in September from child rearing leave shall be placed in her/his previously held position if available and administratively feasible, or in as comparable a position as possible.

6. Any teacher/secretary who has applied for and received child rearing leave, may reapply for permission to return to employment during any academic school year for which such leave was granted and such leave may thereupon be terminated by the Board at its sole discretion.
  7. Time spent on child rearing leave of absence shall not count towards salary guide placement, experience, seniority, sick leave accumulation or tenure accrual, etc.
  8. Regardless of when an employee accepts child rearing leave pursuant to this Article, the employee must work 90 days during that school year in which the child rearing leave is taken to be given credit on the salary guide for that school year.
  9. A teacher/secretary receiving child rearing leave shall not accept full-time employment in the teaching field or undertake full-time graduate study during all or part of the period of the child rearing leave. This provision shall cease to be operative at such time as the teacher shall have been denied his/her request under Paragraph 6 above to return to employment.
  10. Adoption - Any teacher/secretary adopting a child of preschool age shall receive a leave similar to child rearing leave as a result of child birth, which shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption.
  11. The Board is not required to continue employment of a non-tenured pregnant teacher/secretary beyond the year in which the maternity leave is taken.
- D. The Board shall grant a leave of absence to any employee to serve in public office in accordance with the law, N.J.S.A. 18A:6-8.1; 8.2. No increment, experience or credit will be granted for this leave nor shall such time count toward fulfillment of time requirements for tenure purposes.
- E. Child-rearing leave for paraprofessionals shall be in accordance with law.

## ARTICLE IX

### DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its employee dues for the Warren Township Education Association, the Somerset County Educational Association, the New Jersey Educational Association, or the National Education Association, or any one or any combination of said associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) under rules established by the State Department of Education.
- B. Representation Fee

1. A representation fee not to exceed 85% of the established Association dues are payable by those members of the representation unit who choose not to belong to the Association. These deductions shall be made in accordance with New Jersey statutes.
2. The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:
  - a. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
  - b. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.
3. It is expressly understood that Paragraph B2 above will not apply to any claim, demand or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
4. The Association has a "demand and return" system in effect.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual Employee hereafter executed shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract between the Board and an individual Employee contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. Copies of this Agreement shall be duplicated within thirty (30) days after the agreement is signed and presented to all employees now employed or hereafter employed by the Board. The cost of such duplicating shall be shared equally by the Board and the Association.

ARTICLE XI

AMENDMENT AND DURATION OF CONTRACT

- A. 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.
- B. This contract shall remain in full force and effect from July 1, 2017 to June 30, 2020.
- C. If at any time this Agreement would otherwise terminate while the parties are negotiating for a new agreement, the terms and conditions hereof shall continue in effect so long as such negotiations voluntarily continue, and any new Agreement shall be made retroactive to the date the new Agreement would otherwise have become effective.
- D. This Agreement represents the full and complete understanding on all matters which were or could have been the subject of negotiations. Neither party, during the term of this Agreement, shall be required to negotiate with respect to any such item that was or could have been the subject of negotiations.

## **PART B: CERTIFICATED STAFF**

### **ARTICLE XII**

#### **SCHOOL CALENDAR**

- A. Prior to March 1 of each year, the WTEA President shall make recommendations concerning the school calendar for the coming year(s). The Board will give due consideration to these recommendations in exercising its legal responsibility in adopting a school calendar.
- B. The school year shall be ten calendar months extending from approximately September 1 to June 30 of each year. In no case shall this exceed 189 workdays. Within the work year 184 days shall be scheduled for students. Four of these days shall be snow days. Snow days which are not used will be canceled by the Board. Within the 189 days, the teachers will work two days before pupils arrive (one-half day of which will be for the teacher to set up his or her classroom) and three full in-service days during the school year.
- C. On the opening day of school, elementary and middle school students will be in attendance for a full school day. Teacher dismissal times shall be consistent with their seven-hour workday described in Article XIII, paragraph H.
- D. On the Wednesday before Thanksgiving and on the last day of school before the winter holiday, elementary schools and the Middle School will have half days and be dismissed at times which will satisfy the state minimum requirements to count for a school day.
- E. The last two days of school shall be early dismissal days for students. Teacher dismissal times shall be consistent with the seven-hour workday described in Article XIII, para. H.

### **ARTICLE XIII**

#### **TEACHING HOURS LOAD, ASSIGNMENT**

- A. Teachers must be available during the times of their duties. This in no way limits the necessary duties which require the teacher to stay longer. Alternate hours may be arranged for pull-out programs if agreed upon by the teacher(s) involved and the administration. Any such arrangement shall remain in effect for the minimum of one marking period.
- B. Every effort shall be made to notify teachers of their subject, grade level and building assignments for the forthcoming year prior to the last day of school. If a change in assignment is required, the affected teacher will be notified of the change in assignment prior to the change and involved in the discussion related to the change, but the final decision concerning all assignments rests with the Board. Final teaching schedule will be provided to each departmental teacher as soon as available and in no case later than the opening day of school.

Any teacher who receives a notice of an involuntary transfer to a new classroom after July 1 of any school year to be effective the first day of school in any year (except with respect to transfers resulting from rezoning of students) shall be entitled to a one-time payment of \$50.

- C. Every effort will be made that 7th and 8th grade teachers of Science, Math, Language Arts, Social Studies and World Language shall not be required to teach more than a total of two (2) subject areas, nor more than a total of three (3) teaching preparations at any one time.
- D. The Board will endeavor to make summer employment opportunities known by April 15, receive all applications for summer employment by April 30, and notify all applicants by May 15.
- E. Elementary school teachers will receive 250 minutes per week of preparation time, not less than 25 minutes in length daily. All homeroom elementary teachers will be provided 25 additional minutes, two times every six days for scheduled team planning in addition to the 250 minutes of weekly preparation. Best efforts will be made to schedule team planning for special area teachers and any such team planning will be in addition to the 250 minutes/week of preparation time. All teachers can be assigned to duties above their guaranteed weekly preparation time.
- F. All middle school teachers shall have one (1) preparation period and one (1) team planning period daily.
- G. All personnel may leave the building during their duty free lunch period after using the sign-in/out sheet.
- H. The work day for all full-time teachers shall be seven consecutive hours. All certified staff are eligible to participate in flexible scheduling. Requests for flexible scheduling shall be initiated either by an administrator or by the certified staff member. Flexible scheduling shall be used for reasons of teaching or non-teaching duties, including, but not limited to, A.M./P.M. bus duty, detention duty, MRS or other professional meetings, and/or for any purposes which are agreeable to the administrator and the affected staff members(s). Flexible scheduling includes an arrival time of not earlier than the equivalent of one period before school begins and a departure time of not later than the equivalent of one period after school ends. Any staff member performing on a flexible schedule shall be given compensatory time off for the time equivalent to the time worked before the normal school day would have commenced or after the normal school day would have concluded by adjusting the time which encompass the seven hour day. The compensatory time off shall be taken at a time acceptable to the staff member and the administrator and shall be agreed upon prior to performing the flexible schedule. Volunteers will be sought first for flexible schedule assignments.
- I. For middle school teachers, the time for commencement of school shall be determined by the Board of Education as a managerial prerogative. Teachers shall be in their classrooms five minutes after the teachers report to work. First period shall begin ten minutes after teachers are in their classroom.
- J. For elementary school teachers, the time for commencement of school shall be determined by the Board of Education as a managerial prerogative. Teachers shall be in their classrooms ten

minutes after the teachers report to work. Instruction shall begin ten minutes after teachers are in their classroom. Students shall leave the classroom ten minutes before the time when teachers may leave the building.

K. Parent Conferences

1. For fall parent conferences, grades K-5 classroom teachers shall meet with all parents who wish to have a conference. Grades 6-8 classroom teachers and all other teaching staff members shall meet with as many parents as time allows. All conferences shall be scheduled by the teacher at a mutually agreeable time with the parents. The district will schedule two evening conference dates on the Monday and Tuesday of conference week in the fall (parking lots will be lighted for safety, barring an emergency, and an administrator will remain in the building until all teachers leave). Evening conferences shall end no later than 8:30 PM. All staff must choose at least one of those two dates to offer evening conferences to parents (staff may leave before working seven hours when they are coming back later that day for evening conferences). Staff may leave before working seven hours on other conference days if the requisite number of conferences are held outside of contract hours during the three week period of time that includes conference week, one week before conference week, and one week after conference week. Requisite number of conferences (for purposes of leaving early) is defined as:

- a. all parents who wish to have a conference for K-5 classroom teachers;
- b. all parents who wish to have a conference for teachers with less than 20 students on their roster; or
- c. 20 or more conferences for all other teachers (if less than 20 parents wish to have a conference, then as many conferences as are desired).

2. Teachers must work a full seven hour day on all conference week days if the requisite number of conferences are not held during the three week period. Accumulated compensation time may be used on any conference day with approval of the building principal. Elementary school music teachers shall be allowed one hour of comp time to be used on parent conference days in exchange for each after school performance. There will be no officially scheduled February conference day (conferences will be held as needed and a half day for students only may be scheduled in February in place of the conference day so that staff members may participate in district-scheduled professional development).

L. When an Employee is required to travel for purposes of their employment, the Board will reimburse the Employee for mileage at the current rate then in effect used by the Office of Management and Budget ("OMB") for mileage reimbursement.

M. Employees who participate in development of curriculum will be compensated at the rate of \$50.00 per hour for the duration of this Agreement. This payment shall not apply to conversations related to curriculum, but shall only apply to extended assignments which involve curriculum writing as part of the development.

N. Meetings

1. There shall be up to twenty (20) non-voluntary meetings per year (beyond contractual time).
2. There is no minimum meeting length of time.
3. The maximum length of time shall be 60 minutes
4. The calendar of meetings for the school year will be established by September 1.
5. Changes in the meeting schedule require two weeks' notice (if at all possible).
6. New Teacher Induction Program (NTIP) meetings, which at times include both mentors and mentorees, are excluded from the above twenty meetings.

O. Employees who teach in-house professional development workshops will be compensated at the following rates:

a. \$50.00 per hour to present the workshop if the workshop is held beyond the normal contractual hours.

b. If an employee is presenting the workshop for the first time, he/she will receive three hours preparation pay (\$50.00 per hour) for each hour taught. (For example, if the workshop runs two hours, the presenter will receive six hours of preparation pay).

c. If the employee is re-presenting a workshop, that has already been presented, she/he shall be entitled to one hour (\$50.00 per hour) for each hour taught. For example, if the workshop runs two hours, the presenter will receive two hours of preparation pay.

d. Beginning on July 1, 2017, it will be assumed that all workshops are being prepared for the first time and are subject to the provisions in items O(a), O(b) and O(c).

e. Programs to be conducted in the staff development program require the approval of the Curriculum Director or the Superintendent.

N. All Association members who voluntarily attend professional development workshops during summer recess at the request of the Superintendent or the Board shall be compensated at the rate of \$20.00 per hour for his or her attendance.

ARTICLE XIV

NONTEACHING DUTIES

A. Co-Curricular Positions

Compensation as indicated shall be paid for the following co-curricular positions:

1. Middle School Student Council Advisor	\$1,470
2. Middle School Year Book Club Advisor (Pos. 1)	\$1,470
Middle School Year Book Club Advisor (Pos. 2)	\$1,470
3. Bus Patrol Advisors	\$500/ marking period
4. Middle School Lunchroom Supervisor (each person)	\$2,601
5. CPI Team (number of positions to be determined by the building principal)	\$500

B. Competitive Athletics

			2017-20
1.	Baseball — Boys	Group 2*	\$2,981
2.	Softball — Girls	Group 2*	\$2,981
3.	Basketball — Boys	Group 1*	\$3,454
4.	Basketball — Girls	Group 1*	\$3,454
5.	Cheerleading	Group 2*	\$2,981
6.	Track (3)	Group 3*	\$2,262
7.	Soccer (2)	Group 1*	\$3,454
8.	Cross Country	Group 3*	\$2,262
9.	Any additional Group 1, 2, or 3 competitive athletic position/activity approved by the Board and WTEA.		

\* Group 1 activities include practices before and during a typical three month season involving 16 or more events.

\* Group 2 activities include practices before and during a typical season involving 10 to 15 events.

\* Group 3 activities include practices before and during a typical season involving 5 to 9 events.

C. Clubs/Intramurals

1.	Arts and Crafts	Class II**	\$1,470
2.	Computer Technology	Class II**	\$1,470
3.	Director	Class I	\$2,714
4.	Business Manager	Class I	\$2,714
5.	Assistant to the Director	Class II	\$1,470
6.	Set Designer	Class II	\$1,470
7.	Choreographer	Class II	\$1,470
8.	Stage and Sound Director	Class II**	\$1,470
9.	Any additional Class I, II, or III club or intramural position/activity approved by the Board and WTEA.		

\*\* Class I activities take place more than once a week for the year, or equivalent in the case of a dramatic production.

\*\* Class II activities take place once a week for the year or twice a week for half the year. \*\* Class III activities take place once a week for half the year, with compensation set at \$735. Each Class III club shall meet a minimum of fifteen times and each Class II club shall meet a minimum of 30 times.

E. Team leaders at the Middle School shall be paid \$2,827 per school year.

F. When a teacher is required by the building principal to work in the evening when their pupils are not required to attend the activity and when the assignment is not part of that teacher's instructional responsibility, the teacher will be compensated at \$50.00 per hour for the duration of this Agreement. This payment does not include such things as back to school night or evening elementary school programs when the teacher's pupils are participating.

## ARTICLE XV

### TEACHER EMPLOYMENT

#### A. General

1. Each new teacher at the time of initial employment shall be placed on a step of the salary guide as of the beginning of the contractual school year at such step as is determined appropriate by the Chief School Administrator.
2. Full credit shall be given upon initial employment or reemployment for:
  - a. All military experience up to four years.
  - b. Pertinent teacher related experience in Peace Corps, Vista, or National Teacher Corps.
3. In the case of a tenured teacher separated from service by reason of reduction in force, previously accumulated unused leave days shall be restored upon reemployment.
4. N.J.S.A. 18A:29-14: The Board of Education may withhold for inefficiency or other good cause, the employment increment\*, or the adjustment increment\*\*, and/or both, of any member in any year by a majority vote of all the members of the Board of Education.
  - a. The Superintendent shall prepare, or the teacher's immediate superior and/or principal shall forward to the Superintendent, written recommendations for the withholding of an increment together with the reasons thereof.
  - b. The Superintendent shall notify the employee of the intent to recommend to the Board of Education to withhold an increment and the reasons therefore.
  - c. The employee may request a hearing within five days of receiving notification of the Superintendent's intent to withhold an employment increment or adjustment increment. If the employee requests a hearing, the Board shall grant the employee a hearing within ten working days of receipt of the employee's request for a hearing. If the employee does not request a hearing within five days, the Superintendent will proceed without a hearing. The Board will give the employee written notice of its action within ten days after such action has been taken.
  - d. The employee may appeal from such action to the Commissioner under rules prescribed by the Commissioner.
  - e. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjusted increment.

\* employment increment - existing guide

\*\* adjustment increment - resulting from negotiations

B. In accordance with N.J.S.A. 18A:6-8.5 and N.J.S.A. 18A:6-8.6, Professional training shall be defined as follows:

1. Credits to be counted for advancement in the salary guide must be earned after the degree is obtained pursuant to the language in the collective bargaining agreement.
2. Bachelor's Degree shall mean a bachelor's degree conferred by a college or university whose courses for such degree are acceptable to the State Board of examiners for certification purposes, or proof of satisfactory completion of 128 semester hours in any college or university whose courses for the bachelor's degree are acceptable to the State Board of Examiners for certification purposes.
3. Bachelor's Degree + 15 shall mean proof of the satisfactory completion of 15 additional semester hours in graduate courses after the Bachelor's Degree in any college or university whose graduate courses for Master's Degree are acceptable to the State Board of Examiners for certification purposes.
4. Master's Degree shall mean a master's degree conferred by a college or university whose courses are acceptable to the State Board of Examiners for certification purposes.
5. Master's Degree + 15 shall mean proof of satisfactory completion of 15 additional semester hours in graduate courses after the Master's Degree is awarded by any college or university or colleges or universities, whose graduate courses are acceptable to the State Board of Examiners for certification purposes.
6. Master's Degree +30 shall mean proof of satisfactory completion of 30 additional semester hours in graduate courses after the Master's Degree is awarded in any college or university or colleges or universities whose graduate courses are acceptable to the State Board of Examiners for certification purposes.
7. Master's Degree + 45 shall mean proof of satisfactory completion of forty-five additional semester hours in graduate courses after the Master's Degree is awarded by any college or university or colleges or universities whose graduate courses are acceptable to the State Board of Examiners for certification purposes.
8. Doctorate shall mean proof of satisfactory completion of a graduate program after the Master's Degree which results in the award of an Ed.D. or Ph.D. granted by any college or university whose courses are acceptable to the State Board of Examiners for certification purposes and/or for credit purposes.

- C. Teachers shall be notified of their contract status for the ensuing year not later than May 15. Teachers shall be notified of their salary status and pay schedules for the ensuing year by May 30. If no agreement has been reached between the WTEA and the Board of Education by May 30, teachers shall be notified of their salary status within twenty days of the approval of the contract by the WTEA and the Board of Education.

## ARTICLE XVI

### SALARIES AND FRINGE BENEFITS

#### A. General

1. Salaries for the 2017-18 school year for 10-month employees shall be increased by 2.80%, effective July 1, 2017, over the cost of the base and be distributed in accordance with the attached salary guides. Salaries for the 2014-15 school year for 12-month employees shall be increased by 2.80%, effective July I, 2017, over the cost of the base and be distributed in accordance with the attached salary guides. Furthermore, employees who hold an Ed.D. or Ph.D. shall receive \$1,500 above the appropriate step on the MA+45 salary guide.

Salaries for the 2018-19 school year for 10-month employees shall be increased by 2.90%, effective July I, 2018, over the preceding year's cost base and be distributed in accordance with the attached salary guides. Salaries for the 2018-19 school year for 12-month employees shall be increased by 2.90%, effective July 1, 2018, over the preceding year's cost base and be distributed in accordance with the attached salary guides. Furthermore, employees who hold an Ed.D. or Ph.D. shall receive \$1,500 above the appropriate step on the MA+45 salary guide.

Salaries for the 2019-20 school year for 10-month employees shall be increased by 2.80%, effective July I, 2019, over the preceding year's cost base and be distributed in accordance with the attached salary guides. Salaries for the 2019-20 school year for 12-month employees shall be increased by 2.80%, effective July I, 2019, over the preceding year's cost base and be distributed in accordance with the attached salary guides. Furthermore, employees who hold an Ed.D. or Ph.D. shall receive \$1,500 above the appropriate step on the MA+45 salary guide.

2. Teachers must provide the district with banking information enabling pay to be directly deposited into one or more bank accounts of their choice each pay period.
3. Teachers employed on a ten (10) month basis are to be paid in twenty (20) semimonthly installments.
4. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
5. A teacher shall receive his final check on or before June 30.

6. In order to advance a step on the salary guide, a teacher must be employed for more than 90 work days in that school year.
  7. When deducting a day from an employee's salary, the deduction shall be calculated at a rate of 1/200 of the employee's salary.
- B. Teachers achieving the next salary level on the guide through additional education shall be placed on that level after having submitted a letter of request for such movement. A copy of the teacher's transcript or grades must also be provided. Requests should be made in a timely manner after achieving the next level on the guide. Movement will be based upon certification by the Superintendent and by Board action subject to Article XV, B. Placement at the new level shall take effect twice per year - September 1 and February 1. No credit shall be given for any past level which has been achieved for which the teacher did not submit documentation.
- C. In accordance with N.J.S.A. 18A:16-8.5 and N.J.S.A. 18A:16-8.6 and with prior approval of the Superintendent, teachers shall be reimbursed up to 100% of tuition costs not to exceed 100% of the current Rutgers University tuition for all graduate courses from accredited institutions, including video and online courses, for which the teacher has a grade of B, its equivalent, or better. On-line graduate level courses must be taken at a New Jersey Department of Education approved institution of higher education. All other programs must be approved by the Superintendent. Employees shall not be reimbursed for the costs of books or other supplies required for any course for which tuition is to be reimbursed. The Superintendent's approval shall be returned to the employee within two weeks of submission. There is a limit of six semester hours per teacher per semester. Courses taken beginning on or after May 1 and ending prior to August 30 are considered part of the Summer Semester. A teacher receiving tuition reimbursement shall be obligated to remain in the district for at least two years year following the year in which a tuition reimbursement occurred, unless the teacher is RIF'd and/or non-renewed. If the employee leaves before the completion of the two years following the year in which the tuition was reimbursed for any reason besides retirement, disability, or the spouse is relocated resulting in the spouse and teacher having to relocate, the employee shall be obligated to repay the Board the amount of tuition that was received by the teacher according to the following schedule: 100% of the tuition reimbursement received in the immediate twelve months preceding his/her last day of work; 50% of the tuition reimbursement received the immediate twenty-four months preceding his/her last day of work.
1. Administrative or Supervisory courses in the field of Education shall be eligible for tuition reimbursement provided such courses receive prior approval of the Superintendent.
  2. The maximum liability to the Board of Education for tuition reimbursement shall be \$150,000 per year for the duration of this Agreement. It is understood that amounts not expended in one fiscal year shall not be added to money in the following fiscal year.
  3. Timing of reimbursement: For the first course that a staff member takes in a given school year, that staff member shall be reimbursed as soon as he/she submits proof

of successful completion of the course. Staff members who take more than one course in a given year shall be reimbursed for those courses at the end of the school year. Once all staff members are paid for the first course they took in a given year, the amount of remaining money available that year shall be proportionately split among all staff members who took a second course that year. Should there be money left over after that, the remaining funds will be split proportionately among staff members who took a third course that year, and so on.

- E. Compensation for the use of private automobiles for authorized Board activities during any calendar year shall be at the rate authorized during any calendar year by OMB for business mileage deduction for the previous calendar year.
- F. The acceptance of an assignment to perform bedside instruction shall be voluntary and one cannot be assigned to perform bedside instruction over their objections. The hourly rate of pay shall be \$50.00 per hour for the duration of this Agreement for those who accept such assignment.
- G. The Board of Education will provide each mentoree with a copy of the State law, any regulations adopted by the State Board of Education, and any Board policy concerning implementation of the mentoring program. The mentoree must pay the statutory fee for full-time and for part-time mentorees to the Board of Education by April 1 of the academic year(s) in which they are being mentored. The Board of Education will provide the statutory fee to the mentor by May 15 of the same academic year. If the mentoree has not paid his/her mandatory fees by April 1 and the mentor requests the Board to do so, the Board of Education will pay the fee to the mentor by May 15 and deduct such fee from the salary of the mentoree.
- H. The Board shall implement a Section 125 Plan pursuant to which employees would be entitled to contribute pre-tax dollars for medical/dental reimbursement and child/elder care reimbursement.

In order to be eligible for vision, employees must be enrolled in the SEHBP. Where permissible by law, the Board of Education will enhance the vision plan to include \$100.00 reimbursement every other year for the purchase of eyeglasses or contact lenses for each employee or dependent enrolled in the SEHBP.

## ARTICLE XVII

### TRANSFERS AND PROMOTIONS OF PERSONNEL

- A. Notice of vacancies and promotional opportunities within the school district shall be posted via internal communication channels. Teachers interested in applying for any of these vacancies may indicate their interest in writing to the Superintendent within ten (10) days of submission of the notice to the Association.

- B. Teachers may request a transfer within the school district for a change of instructional and/or grade level assignments within the scope of their certificates by notifying their school principal in writing prior to February 15 for the following school year.
- C. Involuntary reassignments or transfers of school personnel shall be made only after consultation with the teacher affected, if the teacher can be reached. Notices of such transfers will be given to the teacher involved as soon as practical and only after all voluntary requests for this assignment or transfer have been carefully considered.

## ARTICLE XVIII

### TEACHER EVALUATION

- A. All teachers shall be evaluated by the Administration during an evaluation year.
- B. When monitoring or observing the work performance, it shall be conducted openly and with full knowledge of the teacher.
- C. The teachers shall meet with the evaluator to discuss the evaluation within five workdays of the observation. Specialists serving in more than one building shall meet with the evaluator within ten (10) work days of the observation. At the time of the meeting the teacher shall sign the evaluation form and will have up to five working days thereafter to add appropriate comments to the form. The teacher shall acknowledge that he/she has met with the evaluator and reviewed the evaluation by affixing his signature to the copies to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Additional meetings shall be held when requested by either party.
- D. Evaluation material prepared by the supervisor for inclusion in the teacher's file shall be reviewed with the teacher and initialed by both the teacher and the supervisor.

## ARTICLE XIX

### SICK LEAVE

- A. Cumulative sick leave as defined in New Jersey Statutes annotated N.J.S.A. 18A:30-I and amended below:
1. Ten days absence for personal illness with full pay in any school year (N.J.S.A. 18A:30-2) for ten-month employees with less than six years' service in Warren Township.  
  
Unused days of sick leave shall be cumulative without limit, beginning from the date of the teacher's continuous employment by the Board. N.J.S.A. 18A:30-3,3.1.
  3. Twelve days absence for personal illness with full pay in any school year for ten-month employees with six years or more service in Warren Township. These shall be cumulative.
  4. Teachers while on leave of absence do not accumulate additional sick leave credit but are guaranteed their accumulated sick leave effective the date of their return to active service.
  5. All unused sick time shall be accounted for on the basis of full-time equivalency (F.T.E.s).
- B. When a teacher is retired from active duty in accordance with the Teacher's Pension and Annuity Plan after twenty years of service with the Warren Township school district, the Board of Education will pay the teacher for unused sick leave days at the rate of \$45.00 per day not to exceed \$8,000.
- C. Notwithstanding any other provision of this agreement, no teacher shall be entitled to accumulate more than fifteen days of unused sick leave in any school year.

## ARTICLE XX

### CLASS COVERAGE

- A. The practice of using a regular teacher as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and should be discouraged, except in emergency. To this end, the Board shall make every effort to maintain an adequate list of qualified substitutes.
- B. When it becomes necessary for a teacher to cover a class for which a substitute is unavailable, the teacher shall be compensated at a rate of \$50.00 per hour for the duration of this Agreement, provided that the teacher was not otherwise scheduled to teach a class during that period. In the event that the teacher has more than the contractual preparation time noted above, the District can

assign that teacher to perform other duties during his/her contractual workday and the teacher shall not be entitled to any compensation.

- C. When there is no volunteer for the assignment, other teachers may be assigned to cover classes. Such assignment shall be made in a rotational basis in such a manner as to ensure an equitable distribution among the faculty. Teachers shall have the right to request with reason that they not be given such assignment, and this request shall not be arbitrarily denied. Every effort shall be made to avoid requiring a teacher to substitute during his/her only planning period of the day.
- D. Coverage assignments shall be made by the principal as soon as possible after notification of an uncovered class has been received at the school. Every effort shall be made to make assignments by 9:00 A.M. Any part-time teacher who extends his/her time to substitute shall be paid his/her prorated salary.

## PART C: SECRETARIES/PARAPROFESSIONALS

### ARTICLE XXI

#### WORKING CONDITIONS

##### A. Hours

1. A normal work week for employees in those personnel units designated in Article I (A)(2) and (3) shall consist of five (5) working days.
2. A normal work week for secretaries shall consist of 37 1/2 hours (excluding lunch).

##### B. Overtime

At the request/approval of the immediate superior, an employee who works more than 37 1/2 hours in any one week shall be compensated on the basis of time and one-half for each hour beyond the 37 1/2 hours worked in that week. Holidays falling within the work week shall be considered as days worked.

For legal holidays worked there shall be given equal compensatory time off.

- C. All summer secretarial employment opportunities shall be offered to interested secretarial members of the Association before being offered to persons who are not members of the unit. Secretaries interested in summer employment shall so indicate to the Superintendent by May 1. Notification shall include any period of time during the summer when the individual would not be available for employment. Summer employment shall be paid pro rata of the current salary guide.
- D. Inclement Weather/Emergency Closings: When schools are closed due to inclement weather, secretaries and paraprofessionals shall not be required to be in attendance.
- E. If a ten month secretary is asked to work beyond June 30, the secretary will have no obligation to do so, but if the secretary does work beyond June 30, she/he will have the option of being paid or given compensatory time at the secretary's option. If the secretary elects compensatory time, the time when the compensatory time shall be taken will be agreed upon with the Principal at the time the secretary agrees to work past June 30. Compensatory time shall be taken when school is not in session. If the secretary elects to be paid, the payment shall be based upon the salary guide in effect as of July 1 for the new school year. Ten month secretaries will be obligated to report to work, if requested to do so, two weeks prior to the first day that pupils attend school. For such work they shall have the option of being paid or given compensatory time. The time that the compensatory time shall be taken will be agreed upon by the secretary and his/her immediate supervisor. The compensatory time will be taken when school is not in session, presumably during the Christmas vacation or winter vacation, at a time to be agreed upon with the Superintendent.

- F. When paraprofessionals take on the responsibility of a substitute teacher for the day, they will only be responsible for the duties of the teacher whose class they are covering. Paraprofessionals who hold substitute or teacher certification, when assigned as a substitute teacher, shall be paid at the Board-approved substitute rate or the paraprofessional salary rate, whichever is higher.
- G. When a paraprofessional is required by the building principal to attend extracurricular activities such as back-to-school night, school programs, and/or other events, the paraprofessional shall be compensated at his or her hourly wage or at his or her overtime rate of pay when applicable.

## ARTICLE XXII

### SALARIES AND FRINGE BENEFITS

#### A. General

1. Salaries for the 2017-18 school year for 10-month secretaries shall be increased by 3.0%, effective July 1, 2017, over the cost of the base and be distributed in accordance with the attached salary guides. Salaries for the 2017-18 school year for 12-month secretaries shall be increased by 3.0%, effective July 1, 2017, over the cost of the base and be distributed in accordance with the attached salary guides.

Salaries for the 2018-19 school year for 10-month secretaries shall be increased by 4.0%, effective July 1, 2018, over the preceding year's cost base and be distributed in accordance with the attached salary guides. Salaries for the 2018-19 school year for 12-month secretaries shall be increased by 4.00%, effective July 1, 2018, over the preceding year's cost base and be distributed in accordance with the attached salary guides.

Salaries for the 2019-20 school year for 10-month secretaries shall be increased by 3.0%, effective July 1, 2019, over the preceding year's cost base and be distributed in accordance with the attached salary guides. Salaries for the 2019-20 school year for 12-month secretaries shall be increased by 3.0%, effective July 1, 2019, over the preceding year's cost base and be distributed in accordance with the attached salary guides.

2. Salaries for the 2017-18 school year for paraprofessionals shall be increased by 6.0%, effective July 1, 2017, over the cost of the base and be distributed in accordance with the attached salary guides.

Salaries for the 2018-19 school year for paraprofessionals shall be increased by 7.0%, effective July 1, 2018, over the preceding year's cost base and be distributed in accordance with the attached salary guides.

Salaries for the 2019-20 school year for paraprofessionals shall be increased by 6.0%, effective July 1, 2019, over the preceding year's cost base and be distributed in accordance with the attached salary guides.

Paraprofessionals will be paid based upon the attached annual salary guides including the page entitled "Additional Paraprofessional Information." The work year for paraprofessionals shall be the teacher's work year which is 180 school days and 5 in-service days. Classroom paraprofessionals shall attend up to six hours of professional development training each year, outside of contract hours, beyond the four inservice days noted above. The six hours may or may not be on the same day, and shall be scheduled by the district depending on the needs of the district.

3. Secretaries/Paraprofessionals may individually elect to have a certain amount of money from their paycheck directly deposited into one or more bank accounts of their choice each pay period, provided that each designated account is capable of receiving electronic direct deposits from the bank used by the Board for payroll purposes.
4. Employees employed on a ten-month basis are to be paid in twenty (20) semimonthly installments.
5. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
6. Ten-month employees shall receive their final check on or before June 30.
7. When deducting a day from an employee's salary, the deduction shall be calculated at a rate of 1/185 of annual salary for paraprofessionals, 1/200 of salary for ten-month secretaries, and 1/240 of annual salary for twelvemonth secretaries.

B. Tuition Reimbursement

1. In accordance with N.J.S.A. 18A:16-8.5 and N.J.S.A. 18A:16-8.6 and with prior approval of the Superintendent, paraprofessionals and secretaries shall be reimbursed up to 100% of tuition costs not to exceed 100% of the current Rutgers University tuition for all courses from accredited institutions, including video and online courses, for which the employee has a grade of B, its equivalent, or better. On-line graduate level courses must be taken at a New Jersey Department of Education approved institution of higher education. All other programs must be approved by the Superintendent. Employees shall not be reimbursed for the costs of books or other supplies required for any course for which tuition is to be reimbursed. The Superintendent's approval shall be returned to the employee within two weeks of submission. There is a limit of six semester hours per employee per semester. Courses taken beginning on or after May 1 and ending prior to August 30 are considered part of the Summer Semester. An employee receiving tuition reimbursement shall be obligated to remain in the district for at least two years following the year in which a tuition reimbursement occurred, unless the employee is RIF'd and/or non-renewed. If the employee leaves before the completion of the two years following the year in which the tuition was reimbursed for any reason besides retirement, disability, or the spouse is

relocated resulting in the spouse and teacher having to relocate, the employee shall be obligated to repay the Board the amount of tuition that was received by the paraprofessional or secretary according to the following schedule: 100% of the tuition reimbursement received in the immediate twelve months preceding his/her last day of work; 50% of the tuition reimbursement received the immediate twenty-four months preceding his/her last day of work.

Effective July 1, 2004, with prior approval of the Superintendent, paraprofessionals and secretaries shall be reimbursed 100% of the tuition cost not to exceed 100% of the current Rutgers State University tuition for all successfully completed relevant courses from accredited institutions, including video and online courses. The maximum liability or exposure to the Board for tuition costs shall not exceed 29,000.00.

Timing of reimbursement: For the first course that a staff member takes in a given school year, that staff member shall be reimbursed as soon as he/she submits proof of successful completion of the course. Staff members who take more than one course in a given year shall be reimbursed for those courses at the end of the school year. Once all staff members are paid for the first course they took in a given year, the amount of remaining money available that year shall be proportionately split among all staff members who took a second course that year. Should there be money left over after that, the remaining funds will be split proportionately among staff members who took a third course that year, and so on.

D. Vacation for 12 Month Secretaries

1. Those hired prior to September 1 shall receive 10 days' vacation which may be used upon receipt.
2. Those hired after September 1 shall receive 10 days prorated which may be used upon receipt.
3. Effective July 1 or the next year such secretaries as defined in D.1 above shall receive 12 vacation days which may be used upon receipt.
4. At the end of their fifth year of employment, secretaries shall receive 18 vacation days which may be used upon receipt. At the end of their eleventh year of employment, secretaries shall receive 20 vacation days which may be used upon receipt.

E. Holidays

1. Ten-month Secretaries shall be entitled to the following holidays:

Labor Day

Rosh Hashanah (first day only and only if this holiday falls on a weekday)

Yom Kippur (only if this holiday falls on a weekday)

Teacher Convention Days (2)

Thanksgiving Day  
Thanksgiving Friday  
Christmas Eve Day  
Christmas Day  
New Year's Day Eve  
New Year's Day  
Martin Luther King's Birthday  
President's Day  
Good Friday  
Memorial Day

and two days to be mutually agreed upon by the parties to be taken when school is not in session.

2. Twelve-month Secretaries shall, in addition to the days identified in Paragraph 1 above, be entitled to Independence Day as holiday.
  3. In formulating its school calendar, should the district elect to keep school open on any of the holidays specifically identified in Paragraphs 1 and 2 (above), such holiday will be added to the number of days to be mutually agreed upon.
- F. Those employees who can show a valid first aid certificate shall be paid \$325 per year additional compensation for each year of the contract and will be available to render first aid during the school day. Those employees who can show a valid CPR certificate shall be paid \$125 per year additional compensation for each year of the contract and will be available to provide CPR assistance during the school day.
- G Employees who are CPI team (the number of positions to be determined by the building principal) receive an annual \$500.00 stipend.
- H. If a secretary or paraprofessional serves as an instructor in a staff development program approved by the Superintendent, the secretary or paraprofessional shall be compensated at the rate of \$30 per hour. If courses are offered in the Board's Staff Development Program, which are directly related to the work of secretaries and/or paraprofessionals, a record shall be maintained of the secretaries and/or paraprofessionals who take any such courses. During the term of this agreement there will be no additional compensation or other benefit received by any secretary or paraprofessional taking such courses.
1. The Board shall implement a Section 125 Plan pursuant to which employees would be entitled to contribute pre-tax dollars for medical dental reimbursement and child/elder care reimbursement.

## ARTICLE XXIII

### TRANSFERS AND PROMOTIONS OF PERSONNEL

- A. Notice of employee vacancies and promotional opportunities within the school district shall be forwarded to the Association president (and posted on the district's electronic bulletin board when school is in session). Employees interested in applying for any of these positions may indicate their interest in writing to the Superintendent within ten (10) days of submission of the notice to the Association.
- B. Employees who wish to be informed of vacancies and promotional opportunities which may occur during the summer months shall leave a statement to that effect for the Superintendent prior to the close of school in June so notice of vacancies and promotional opportunities can be mailed to them.
- C. Employees may request a transfer within the school district by notifying their school principal or immediate superior in writing prior to February 15 for the following school year.
- D. Involuntary reassignments or transfers of school personnel shall be made only after consultation with the secretary affected, if that secretary can be reached. Notices of such transfers will be given to the secretary involved as soon as practical and only after all voluntary requests for this assignment or transfer have been carefully considered.
- E. R.I.F. Clause

Those tenured secretaries whose employment is terminated due to reduction in force shall have priority based upon their previous seniority for reemployment as vacancies occur. The provisions of this Article shall not extend beyond two (2) years of the effective date of said termination of employment. Persons affected must maintain a current address and/or phone number with the Board. When an offer of reemployment is made the individual must respond within thirty (30) days or the offer can be made to a former employee of less seniority or lacking same, for public hire.

## ARTICLE XXIV

### SICK LEAVE

- A. Cumulative sick leave as defined in New Jersey Statutes annotated 18A:30-1 and amended below:
1. Ten days absence for personal illness with full pay in any school year (18A:30-2) for ten-month employees with less than six years' service in Warren Township.
  2. Unused days of sick leave shall be cumulative without limit, beginning from the date of the employee's continuous employment by the Board (18A:30-3, 3.1).

3. Twelve days absence for personal illness with full pay in any school year for ten-month employees with six years or more service in Warren Township and for all twelve-month employees. These shall be cumulative.
4. Employees while on leave of absence do not accumulate additional sick leave credit but are guaranteed their accumulated sick leave effective the date of their return to active service.

B. Payment for Unused Sick Leave

1. Upon retirement from active duty in accordance with the Public Employee's Retirement System after twenty years of service to Warren schools, a one-time payment shall be made. The payment shall be as follows:
  - a. Unused accumulated sick leave by secretaries shall be compensated at the rate of \$22 per day for the first two hundred days and \$24 per day for all accumulated days over two hundred. Notwithstanding the foregoing, no secretary shall be paid more than a total of \$5,000 under this section.
  - b. Unused accumulated sick days by paraprofessionals shall be compensated at the rate of \$13 per day for the first one hundred days; \$15 per day for the second one hundred days and \$17 per day for all accumulated days over 200. Notwithstanding the foregoing, no paraprofessional shall be paid more than a total of \$5,000 under this section.

## ARTICLE XXV

### SECRETARY EVALUATION

All secretaries shall be evaluated by the administration at least once each year. The secretary shall meet with the evaluator to discuss the evaluation. At the time of the meeting, the secretary may add appropriate comments to the evaluation form. The secretary shall sign the evaluation form at the time of the meeting. The affixing of this signature shall acknowledge that she has met with the evaluator and reviewed the evaluation by affixing her signature to the copies to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Additional meetings shall be held when requested by either party.

- A. The Board of Education may withhold for inefficiency or other good cause all or part of the employment increment of any secretary, in any year, by a majority vote of all members of the Board of Education. Written notice of such action, together with reasons therefore, shall be given to the secretary concerned.
- B. The immediate superior and/or principal shall prepare a written recommendation for the withholding of an increment. The immediate superior and/or principal shall provide the secretary against whom the recommendation is made with a written notice of the alleged cause(s) for the recommendation specifying the nature thereof, with such particulars as to furnish the secretary with an opportunity to correct and overcome the same within a time period specified by the principal.
- C. The specified time having expired, and no satisfactory resolution having been reached, the immediate supervisor and/or administrator shall send a copy of the recommendation to the Superintendent.
- D. Once a recommendation is forwarded to the secretary and the Board, the secretary may, within ten school days, file a grievance commencing at the principal level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth heretofore in this Agreement.
- E. Any action by the Board to withhold an increment, or any part thereof, shall be subject to appeal to the Commissioner.

IN WITNESS WHEREOF, the parties duly hereto have caused this Agreement to be duly signed as of this    day of    , 2017.

WARREN TOWNSHIP  
EDUCATION ASSOCIATION

WARREN TOWNSHIP  
BOARD OF EDUCATION

By:

By:

\_\_\_\_\_  
, President

\_\_\_\_\_  
, President

\_\_\_\_\_  
, Negotiations Chair

\_\_\_\_\_  
, Secretary





## WTEA TEACHER SALARY GUIDE 2017-2018

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1	57,460	60,333	63,206	66,079	68,952	71,825
2	58,320	61,236	64,152	67,068	69,984	72,900
3	59,180	62,139	65,098	68,057	71,016	73,975
4-5	60,040	63,042	66,044	69,046	72,048	75,050
6-8	61,060	64,113	67,166	70,219	73,272	76,325
9-10	62,180	65,289	68,398	71,507	74,616	77,725
11-12	63,410	66,581	69,751	72,922	76,092	79,263
13-14	64,750	67,988	71,225	74,463	77,700	80,938
15-16	66,150	69,458	72,765	76,073	79,380	82,688
17-18	67,655	71,038	74,421	77,803	81,186	84,569
19-20	69,470	72,944	76,417	79,891	83,364	86,838
21	71,335	74,902	78,469	82,035	85,602	89,169
22	73,245	76,907	80,570	84,232	87,894	91,556
23	75,210	78,971	82,731	86,492	90,252	94,013
24	77,225	81,249	85,273	89,297	93,321	97,345
25	79,295	83,495	87,695	91,895	96,095	100,295
26	81,420	85,620	89,820	94,020	98,220	102,420

## WTEA TEACHER SALARY GUIDE 2018-2019

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1	57,995	60,895	63,795	66,694	69,594	72,494
2	58,855	61,798	64,741	67,683	70,626	73,569
3	59,715	62,701	65,687	68,672	71,658	74,644
4	60,575	63,604	66,633	69,661	72,690	75,719
5-6	61,590	64,670	67,749	70,829	73,908	76,988
7-9	62,710	65,846	68,981	72,117	75,252	78,388
10-11	63,940	67,137	70,334	73,531	76,728	79,925
12-13	65,270	68,534	71,797	75,061	78,324	81,588
14-15	66,670	70,004	73,337	76,671	80,004	83,338
16-17	68,170	71,579	74,987	78,396	81,804	85,213
18-19	70,015	73,516	77,017	80,517	84,018	87,519
20-21	71,910	75,506	79,101	82,697	86,292	89,888
22	73,855	77,548	81,241	84,933	88,626	92,319
23	75,850	79,643	83,435	87,228	91,020	94,813
24	77,900	81,924	85,948	89,972	93,996	98,020
25	80,005	84,205	88,405	92,605	96,805	101,005
26	82,170	86,370	90,570	94,770	98,970	103,170

## WTEA TEACHER SALARY GUIDE 2019-2020

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1	58,240	61,152	64,064	66,976	69,888	72,800
2	59,100	62,055	65,010	67,965	70,920	73,875
3	59,960	62,958	65,956	68,954	71,952	74,950
4	60,820	63,861	66,902	69,943	72,984	76,025
5	61,835	64,927	68,019	71,110	74,202	77,294
6-7	62,950	66,098	69,245	72,393	75,540	78,688
8-10	64,165	67,373	70,582	73,790	76,998	80,206
11-12	65,485	68,759	72,034	75,308	78,582	81,856
13-14	66,885	70,229	73,574	76,918	80,262	83,606
15-16	68,705	72,140	75,576	79,011	82,446	85,881
17-18	70,575	74,104	77,633	81,161	84,690	88,219
19-20	72,495	76,120	79,745	83,369	86,994	90,619
21-22	74,470	78,194	81,917	85,641	89,364	93,088
23	76,495	80,320	84,145	87,969	91,794	95,619
24	78,580	82,604	86,628	90,652	94,676	98,700
25	80,720	84,920	89,120	93,320	97,520	101,720
26	82,920	87,120	91,320	95,520	99,720	103,920

## SECRETARY SALARY GUIDES 2017-2020

<b>YEAR 1</b>		
<b>2017-2018</b>	<b>Warren Twp. Secretary</b>	
<b>Salary Guide</b>		
<b>Step</b>	<b>10 Mnth</b>	<b>12 Mnth</b>
1-2	40,359	47,018
3	41,359	48,183
4	42,359	49,348
5	43,359	50,523
6	44,359	51,678
7	45,359	52,843
8	46,359	54,008
9	47,359	55,173
10	48,359	56,338

<b>YEAR 2</b>		
<b>2018-2019</b>	<b>Warren Twp. Secretary</b>	
<b>Salary Guide</b>		
<b>Step</b>	<b>10 Mnth</b>	<b>12 Mnth</b>
1	41,886	48,797
2-3	42,886	49,962
4	43,886	51,127
5	44,886	52,302
6	45,886	53,457
7	46,886	54,622
8	47,886	55,787
9	48,886	56,952
10	49,886	58,117

<b>YEAR 3</b>		
<b>2019-2020</b>	<b>Warren Twp. Secretary</b>	
<b>Salary Guide</b>		
<b>Step</b>	<b>10 Mnth</b>	<b>12 Mnth</b>
1-2	43,999	51,259
3-4	44,999	52,424
5	45,999	53,599
6	46,999	54,754
7	47,999	55,919
8	48,999	57,084
9	49,999	58,249
10	50,999	59,414

### WTEA PARAPROFESSIONAL SALARY GUIDE 2017-2018

<b>WTEA PARAPROFESSIONAL SALARY GUIDE 2017-2018</b>		
<b>Salary Guide</b>		
<b>Step</b>	<b>Multi-Duty &amp; Lib. Paras</b>	<b>Classroom Paras</b>
<b>1</b>	18,465	20,460
<b>2-6</b>	18,925	20,920
<b>7-8</b>	19,500	21,495
<b>9-10</b>	20,090	22,085
<b>11-12</b>	20,700	22,695
<b>13-14</b>	21,330	23,325
<b>15-16</b>	21,975	23,970
<b>17-18</b>	22,640	24,635
<b>19</b>	23,325	25,320
<b>20</b>	24,035	26,030
<b>21</b>	24,765	26,760
<b>22</b>	25,515	27,510
<b>23</b>	26,290	28,285
<b>24</b>	27,090	29,085
<b>25</b>	27,910	29,905
<b>26</b>	28,755	30,750
<b>27</b>	29,630	31,625

### WTEA PARAPROFESSIONAL SALARY GUIDE 2018-2019

<b>WTEA PARAPROFESSIONAL SALARY GUIDE 2018-2019</b>		
<b>Salary Guide</b>		
<b>Step</b>	<b>Multi-Duty &amp; Lib. Paras</b>	<b>Classroom Paras</b>
<b>1</b>	19,685	21,985
<b>2</b>	20,130	22,430
<b>3-7</b>	20,585	22,885
<b>8-9</b>	21,145	23,445
<b>10-11</b>	21,720	24,020
<b>12-13</b>	22,310	24,610
<b>14-15</b>	22,915	25,215
<b>16-17</b>	23,535	25,835
<b>18-19</b>	24,170	26,470
<b>20</b>	24,825	27,125
<b>21</b>	25,495	27,795
<b>22</b>	26,185	28,485
<b>23</b>	26,895	29,195
<b>24</b>	27,625	29,925
<b>25</b>	28,375	30,675
<b>26</b>	29,145	31,445
<b>27</b>	29,935	32,235

## WTEA PARAPROFESSIONAL SALARY GUIDE 2019-2020

Salary Guide		
Step	Multi-Duty & Lib. Paras	Classroom Paras
1	20,945	23,510
2	21,365	23,930
3	21,790	24,355
4-8	22,225	24,790
9-10	22,755	25,320
11-12	23,300	25,865
13-14	23,855	26,420
15-16	24,425	26,990
17-18	25,010	27,575
19-20	25,605	28,170
21	26,215	28,780
22	26,840	29,405
23	27,480	30,045
24	28,135	30,700
25	28,805	31,370
26	29,495	32,060
27	30,200	32,765

## ADDITIONAL PARAPROFESSIONAL INFORMATION

Salaries for paraprofessionals assume a 6.0 hour work day, exclusive of lunch. A paraprofessional who does different types of duties shall be paid at one rate pertaining to the type of duty done the most:

(e.g., a classroom paraprofessional who does 30 hours of classroom and 25 hours of multi-duty work will be paid for all 32.5 hours at the classroom paraprofessional rate)

PRO-RATING salary will work as follows:

All paraprofessionals get a yearly (10 month) contract, based on what % of a full day AND full week is worked

EXAMPLE: a paraprofessional who works 5 hours per day every day, would receive  $\frac{5}{6}$  of the full-time equivalent

EXAMPLE: a paraprofessional who works 6 hours per day, three days per week, would receive  $\frac{3}{5}$  of the FT equivalent

EXAMPLE: a paraprofessional who works 7.5 hours per day, five days per week, would receive  $\frac{37.5}{30.0}$  of the FT equivalent

EXAMPLE: a paraprofessional who works 5 hours/day, 3 days/week would receive:  
 $(\frac{5}{6}) (\frac{3}{5}) = \frac{15}{30}$  of the FT equivalent (i.e.,  $\frac{1}{2}$  of the FTE)

Work Year for paraprofessionals is same as teachers-180 days of school plus five inservice days for a total of 185 days worked

(NOTE: Classroom paraprofessionals also attend up to six hours of additional professional development training each year—see Article XXII, Para A.2)

Classroom paraprofessionals who possess a teaching certificate shall have \$1,800 added to the applicable salary shown on the salary guide