

AGREEMENT

Dated:

Effective: July 1, 2005 through June 30, 2008

Between

BOARD OF EDUCATION OF THE TOWNSHIP OF WINFIELD

And

WINFIELD PARK ASSOCIATION

**Drafted by:
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AGREEMENT

This Agreement made this _____ Day of _____, 2005, by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF WINFIELD, (sometimes hereinafter referred to as the "Board") and the WINFIELD PARK ASSOCIATION (sometimes hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Board of Education of the Township of Winfield, pursuant to the laws of the State of New Jersey in such case made and provided, negotiated a collective bargaining agreement with the Association, through negotiations in good faith, and

WHEREAS, the parties pursuant thereto have reached an agreement on all matters set forth in the agreement between the parties,

NOW, THEREFORE, in consideration of the mutual covenants, obligations and conditions, this agreement is made effective this 1st day of July 1, 2005 through June 30, 2008, by and between the Board of Education of the Township of Winfield and the Association.

PURPOSE

The general purpose of this agreement is in the mutual interest of the Board and its teachers to record the terms of the agreement between the parties signatory hereto arrived at through collective bargaining with respect to rates of pay and other conditions of employment.

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified personnel under contract to the Winfield Township Board of Education as indicated herein: Classroom teachers, specialists, special education teachers, nurses, and part-time child study team members.
- B. The Board reserves to itself sole jurisdiction and authority over matters of policy and all matters conferred upon the Board by statute retaining unto itself sole authority over managerial functions, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations, the Board or the Administration reserves the right to:
1. direct employees of the school district;
 2. hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees;
 3. maintain the efficiency of the school district operations entrusted to them.
 4. determine the methods, means, and personnel by which such operations are to be conducted; and
 5. take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE II

NEGOTIATION PROCEDURE

- A. Negotiations will commence in the year preceding the termination of the agreement on or about December 1, or at such later date as may be agreed upon.
- B. Negotiations shall be conducted in accordance with rules adopted by the Public Employment Relations Commission. Any agreement negotiated between the parties shall be reduced to writing and signed by authorized representatives of both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement, or Board policies or administrative decisions affecting terms and conditions of employment of a teacher or group of teachers.”
2. An “ aggrieved person or grievant” is the person or persons making the claim.
3. The “Association” is the Winfield Park Association.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level settlements of grievances, which may, from time to time, arise related to the terms and conditions of this agreement. Both parties agree that these proceedings will be kept as informal and confidential as is possible at every level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of the agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. The time periods provided to the Association for the processing of a grievance and/or arbitration shall be regarded as maximum time periods; if there are any delays in the processing of a grievance or arbitration which go beyond the time periods provided, the grievance or arbitration shall be deemed waived. There shall be no extension to the aforesaid time periods except by mutual agreement of the Board and the Association in writing.
2. All grievances and responses shall be committed to writing.
3. In the event a grievance is filed which cannot be processed through all the steps in this grievance procedure by the end of the school year, which if unresolved until the beginning of the following school year, could result in irreparable harm to a grievant, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
4. Level One.
A teacher with a grievance shall first file and discuss it with his/her CSA, with or without the participation of the Association within five (5) school days from the occurrence with a deadline of one (1) week prior to the closing of school. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after the grievance was delivered in writing to the CSA, he/she may, within five (5) school days after a decision

by the CSA ("CSA") or fifteen (15) school days after the grievance was delivered to the CSA, whichever is sooner, submit the grievance in writing to the Board for discussion and resolution.

5. Level Two.

The Board shall make its decision within ten (10) days after the next scheduled public Board meeting; and, if such decision is not made in timely fashion, or if the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and/or the Association and he/she/it wishes review by a third party he/she/it must file for arbitration within ten (10) days after receipt of the Board's decision was due. Neither the grievant nor the Association shall be permitted to file for arbitration any matter concerning:

- a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
- b. A complaint of a non-tenure teacher which arises by reason of his/her not being reemployed; or
- c. A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure either is not possible or not required.
- d. Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

Nothing herein concerning a, b, c, and d, above shall be construed to deprive the grievant of any of his rights or remedies as allowed or provided under the Constitution, the Laws or Statutes of the State of New Jersey.

6. Level Three.

In accordance with the time periods set forth in Level Two the grievant must submit in writing to the Public Employment Relations Commission a request for arbitration, with a copy of said request to be sent to the Board of Education, attaching copies of any statements or exhibits filed therein.

- a. The notices seeking arbitration shall request that "P.E.R.C." submit panels of arbitrators to each of the respective parties to this agreement so that the parties may choose, independently, their right of selection which shall be field directly with "P.E.R.C." The party shall have the right to reject and/or fail to agree to three (3) separate panels of arbitrators and upon exhausting the three (3) panels, they shall so notify "P.E.R.C." which, thereafter, shall select an arbitrator from a new panel listing not theretofore furnished to the parties.
- b. The cost of the services of the arbitrator for conducting the hearing and rendering a decision, including per diem expenses, if any, and actual and necessary travel, shall be borne equally by the Board and the Association.
- c. It is understood and agreed that if either party uses the services of an attorney, the expenses incurred will be borne by the party requesting such services.

- d. Expenses of witnesses for either side shall be borne by the parties producing such witnesses.
- e. The total cost of stenographers' records which may be made and transcripts thereof shall be paid by the parties ordering the same.
- f. In the event of arbitration, the Arbitrator shall have no power or authority to add or subtract from or modify, in any way, the terms of this agreement.
- g. The Arbitrator will be required to issue his/her decision within thirty (30) calendar days from the date of the closing of the hearing. The Arbitrator's decision shall be in writing and will set forth his/her findings of fact, and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding upon the parties. "The Arbitrator shall have no authority to rule on grievances which concern the interpretation, application or alleged violation of Board policies or of statutes and regulations setting terms and conditions of employment."
- h. Notwithstanding the time periods in which grievances shall be presented and processed, it is recognized by the parties hereto that grievances be processed as rapidly as possible. The number of days indicated at each level of the grievance procedure should be considered as a maximum and every effort should be made to expedite the processing.
- i. The existing format to prepare and respond to grievances shall be used for the filing of grievances and answers thereto when required at Step Two as hereinabove provided.

- j. All grievance meetings and/or hearings as provided for herein shall be conducted in private and shall include only the grievant and/or his/her representatives and the Board of Education and/or its representatives.

D. Rights of Teachers to Representation

- 1. Any party in interest may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Grievance Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the CSA directly.

ARTICLE IV

TEACHERS' RIGHTS

- A. Pursuant to N.J.S.A. 34:13A-1 et. seq., the Board hereby agrees that every employee of the Board shall have the right to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under the New Jersey School Law or other applicable New Jersey laws and regulations.
- C. No teacher may be prevented from wearing pins or reasonable identification of membership in the Association or its affiliates.
- D. No teacher shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action asserted by the Board or an agent or

representative thereof, is subject to the grievance procedure, herein set forth, if permitted by law, and shall not be made public.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to requests it deems reasonable from time to time various available information concerning the teachers' interests which is in the area of public record, provided further the Board of Education is not obligated to prepare information in a form different than exists in the public record.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations or grievance proceedings, he/she shall suffer no loss in pay.
- C. Representatives of the Association, the Union County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the right and privilege to request the use of the school building for meetings after or during lunch, provided that the meetings do not interfere with normal school operations. The request shall be made to the CSA in advance of the time and place of all such meetings. Permission shall be granted if the request does not conflict with the efficient operation of the school. The Association shall have the right to use school

facilities and equipment, if deemed possible and practicable by the CSA, excluding the Board Secretary's and CSA's office equipment. Where practical, the Association must provide one (1) day's notice of the intent to use the facilities. Notice is not required for use of the faculty room.

- E. The Association shall have in the school building, the exclusive right to use and maintain the present bulletin board in the faculty lounge.
- F. The Association shall have the right to use the school mail facilities and school mailboxes within reason.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and no other organization.

ARTICLE VI

TEACHING HOURS - WORK DAY - WORK YEAR

- A. Each employee shall have a normal workday of no more than seven (7) hours and fifteen (15) minutes, including a duty-free lunch period of at least thirty (30) minutes. Those teachers who have a homeroom and only five (5) non-pupil contact periods per week shall not be assigned duty during lunchtime. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
- B. All classroom teachers and specialists shall have five (5) preparation periods per week. There shall be at least (1) preparation period per day. If a specialist is not available, then an available teacher shall be required to supervise the class. Such preparation periods shall be pro-rated for part-time teachers and for short weeks.
- C. The CSA has the right to assign teachers, as needed, to supervision duties within the framework of the normal workday and the normal school schedule.
- D. After school professional meetings, scheduled by the administration, shall not exceed four (4) per month, nor last longer than 4:30 p.m., nor shall they be scheduled on Fridays. Except in an emergency, two (2) days' advance notice will be provided to employees of a meeting.
- E. On those days when a teacher is required to perform cafeteria, playground and/or any other CSA assigned duty during normal work hours, then the teacher shall be allowed to leave work five minutes after student dismissal.

- F. The provisions of paragraphs D. and E. shall be deferred if there is a school related meeting on such “compensatory” day(s) and shall not be accumulated.
- G. On the day of the Winter program and graduation, teachers shall be released at the close of a four (4) hour instructional session. The staff, according to seniority, will sign up to return for one of the following programs: winter program, spring program or graduation. When the specified number of staff has signed up for an event, that sign up sheet will be removed. If a staff member, who has signed up for a particular event, and finds, ahead of time, that he/she will not be able to attend, he/she are permitted to change with another faculty member signed up for another event, without penalty or disciplinary action.
- H. The Friday before Memorial Day shall be an early dismissal for staff and students.
- I. Any teacher who volunteers to cover for an absent teacher shall be paid at a rate of 1/5th the current substitute rate for each class covered.
- J. Teachers shall receive the 1/5th current substitute rate per period if they are required to give up more than one (1) prep period per month to attend mandated meetings.

ARTICLE VII

TEACHER EMPLOYMENT

- A. A teacher's initial placement on the salary guide shall be negotiated by the teacher concerned and the Board. For placement on the salary guide credit for military service shall be granted pursuant to law. A teacher reemployed after being rified shall not be considered a new employee with respect to initial placement on the salary guide. Initial placement decisions shall not be subject to the grievance/arbitration process, so long as the teacher signs an acknowledgement indicating that the parties negotiated in good faith over starting salary.
- B.1. Teachers with previous teaching experience in the Winfield School District shall, upon returning to the system, receive full year-for-year credit on the salary schedule for all additional public school teaching experience, military experience or alternative civilian service required by the Selective Service System. Such teachers who have not been engaged in public school teaching or other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that which they left provided the said teachers have worked to January 31 or later in the school year in which they left and/or have worked five (5) months or more in a school year.
2. In the event the returning teacher has not been actively involved in teaching for more than two (2) consecutive years, such teacher shall be given credit for previous Winfield experience based on a formula of one year's credit for every

two years' previous experience. This formula shall not be applied to tenured teachers who are returning to service as a result of recall from a preferred eligibility list.

- C. Any non-tenure teacher whose contract shall not be renewed will be notified in writing pursuant to statute. The teacher shall have ten school days to request the written reasons for non-renewal. Upon written request of said teacher, the Board of Education shall grant an informal hearing concerning the non-renewal of the contract within ten school days.

ARTICLE VIII

SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Schedules "A" and "B," which are attached hereto and made a part hereof.
 - 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 - 2. If a majority of teachers elect to have ten percent (10%) of their monthly salary deducted from their pay, the Board will so arrange. These funds shall be paid to the teachers on the final pay in June.
 - 3. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
 - 4. Teachers shall receive their final checks and the pay schedule for the following year on the last teachers' school day in June.

- B.
 - 1. Teachers shall furnish official college transcripts to the CSA when seeking adjustment of salaries, said transcripts shall become part of the official file. All credits must be approved by the CSA and must be in a related teaching area. All salary adjustments must be approved by the Board of Education.
 - 2. A teacher's salary shall be adjusted to his appropriate level on the Salary Guide for degree and/or accredited academic credit attained prior to September provided that the Administration has been notified and that proof of acquired credit is submitted on or before the first day school starts

in September of that school year. If summer credits are being earned by a teacher, the teacher shall advise the CSA in writing on or before the time period above referred to, specifying the course title(s) and credits to be eligible for salary readjustment. The business CSA must be notified in writing by January 15th if there is a possibility that a teacher will have a change in placement on the salary guide for the following year due to educational advancement under this Article.

- C. The Board shall upon presentation of proof of "satisfactory completion", reimburse a teacher the cost of tuition up to two hundred and fifty dollars (\$250.00) per credit for any courses approved in advance by the CSA. "Satisfactory completion" shall be defined as the attainment of a grade of "C" or better (or a 2.0 on a 4.0 scale). Reimbursement shall be for up to six (6) credits per semester to a maximum of twelve (12) credits for any one person from July 1 through June 30. The reimbursement rate shall be at the rate of local college tuition fees, but shall not exceed two hundred fifty dollars (\$250.00) per credit limited as hereinabove provided. The total cost, to the Board for tuition reimbursement for the teacher unit shall not exceed Four Thousand Dollars (\$4,000.00) per year.
- D. Any teacher covered by this agreement who has served in the district for fifteen (15) years or longer and who retires and withdraws from the Teachers' Pension and Annuity Fund, shall be entitled to be paid for accumulated unused sick days on the basis of Ten Dollars (\$10.00) per day up to a total sum not to exceed One Thousand Dollars (\$1,000.00).

- E. Each unit member shall receive a salary increase, inclusive of increment, of 4.2% for the 2005-2006 school year, 3.0% for the 2006-2007 school year, and 3.0% for the 2007-2008 school year. Salary guides and guide movement shall be in accordance with the scattergrams annexed hereto as Schedule "A."

ARTICLE IX

TEACHER ASSIGNMENT

- A.
 - 1. If possible, attempts shall be made to give written notice of the teachers' schedules, class and/or subject assignments, room assignments, and schedule for the forthcoming year no later than May 31st.
 - 2. The CSA shall give notice of assignments to new teachers as soon as possible.

ARTICLE X

TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.
- B. A list of open positions in the school district shall be made available to all teachers. Teachers may request the positions, in order of preference, to which they desire to be transferred.
- C. A decision to assign or reassign a teacher will be at the recommendation of the CSA.

ARTICLE XI

TEACHER FACILITIES

- A. The school, if practicable, shall have the following facilities:
1. Space in each classroom in which teachers may store instructional materials and supplies.
 2. An appropriate furnished room shall be reserved for the usage of teachers as a faculty room. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said room, it shall be regularly cleaned by the school's custodial staff at the end of the school day.
 3. A serviceable desk, chair, and filing cabinet in each classroom.
 4. A well lighted and clean teacher restrooms, separate for each sex and separate from the students' restrooms.
 5. A separate private dining area with kitchen facilities for the use of the teachers, which shall be the faculty room.
 6. Copies of all texts used in each of the courses.
 7. Adequate chalkboard/dry eraser board space in every classroom.
 8. Adequate books, paper, pencils, pens, chalk, erasers, and such other material required in daily teaching responsibility shall be provided.
 9. Use of a copy machine and printers for the teachers' use.
 10. Access to typewriter and computer.
 11. The faculty room will be provided with a working air conditioner.

ARTICLE XII

TEACHER-ADMINISTRATION LIAISON

- A. The Association shall select a Liaison-Committee for the school building which shall meet with the CSA or the Association during a time mutually agreed upon, for the duration of the school year to review and discuss local school problems and practices. Meetings of this Committee shall be in addition to the regularly scheduled faculty meetings.
- B. The Committee shall consist of three (3) teachers.

ARTICLE XIII

SICK LEAVE

- A. Teachers who are hired or employed effective the first day of school in a school year shall be entitled to ten (10) sick days for the school year. Any teacher hired after the beginning of the school year or who works less than full time shall have the ten (10) sick days prorated at the rate of one (1) day per month from the date of hire and for part-time teachers the ten (10) days shall be prorated over their work schedule as it compares to full time employment.
- B. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.
- C. Full-time teachers who have accumulated 100 sick days or more will have the option of being compensated at the rate of 50% of the current substitute rate for up to 10 unused sick days for that school year, payable at the end of the school year. Teachers electing payment under this provision shall provide written notice of their intention no later than February 1st, for payment on or before July 1st.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.
1. Three (3) school days of absence for personal, legal, religious, business, household or family matters which require absence during school hours. Application to the teacher's CSA or other immediate superior for personal leave shall be made at least four (4) days before taking such leave (except in the case of emergencies).
 2. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system, except if the teacher is a party or appears on behalf of a party to such proceeding against the Board in which case the teacher may be absent without pay or may use personal leave days.
 3. For death of a teacher's spouse, child, parent, brother, sister, grandparents, mother-in-law, father-in-law, or any person living in the employee's household up to five (5) consecutive school days in any one instance. All teachers shall be granted one (1) day in the event of death of any other relative not hereinabove mentioned.
 4. An employee may be granted a temporary leave not to exceed five (5) days in any one school year for an illness of a spouse, child, parent, brother, sister, mother-in-law, father-in-law, or any person living in the

employee's household (provided, the leave has been approved by the CSA).

5. The two-week period for persons called into annual reserve or National Guard training with his/her unit provided such obligation cannot be fulfilled on days when school is not in session.
6. The Board may grant other leaves of absence with or without pay in its sole and exclusive discretion. The Board's decision shall be final and not subject to the parties' grievance procedure.
7. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the teacher is entitled.
8. Any teacher called to serve on Jury Duty shall receive his/her full salary during the period of Jury Duty provided he/she reimburses the district for any Jury Duty paid for said service.

- B.
1. The above benefits shall be prorated for part-time teachers.
 2. Part-time teachers who work fewer days per school year than full-time teachers shall have their salaries, holidays, personal days, and sick leave days prorated as follows:

a. **SALARY**

To determine the salary of a part-time teacher, multiply the number of days the part-time teacher is paid for, for the year by the salary of a full-time teacher on the appropriate step of the salary guide and divide by 200.

ex:
$$\frac{80 \times \$40,000}{200} = \$16,000$$

b. **PERSONAL DAYS**

To determine the number of personal days that a part-time teacher is entitled to, multiply the number of days the part-time teacher is paid for, for the year by the number of personal days that full-time teachers are entitled to (3) and divide by 200.

ex: $\frac{80 \times 3}{200} = 1.2$ or 1 day

c. To determine the number of holidays that a per diem teacher is entitled to, multiply the number of days the part-time teacher is paid for, for the year by the number of holidays that full time teachers are entitled to (200 - number of workdays) and divide by 200.

ex: $\frac{80 \times 17}{200} = 6.8$ or 7 days

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

- A. At the discretion of the CSA and Board, Leave of Absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs or accepts a Fullbright Scholarship.
- B. Military Leave without pay shall be granted to any teacher who is inducted in any branch of the Armed Forces of the United States for the period of said induction.
- C. Other Leaves of Absences without pay may be granted by the Board for good reason.
- D. All extensions or renewals of Leaves shall be applied for in writing, as shall the determination.
- E. Pregnancy Leaves
 - 1. A pregnant teacher may apply for a leave of absence based upon a claim of disability in accordance with provisions hereinafter set forth, in which instance such leaves of absence shall be chargeable to the sick leave account of said teacher.
 - a. A pregnant teacher may, in the alternative, apply for a leave of absence not based upon a claim of disability in accordance with the provisions hereinafter set forth, in which instance, said leave of absence shall be without pay and shall not be charged against sick leave.

- b. All pregnant teachers shall give written notification to the CSA of the condition of pregnancy as soon as the condition of such pregnancy has been confirmed, but in no event later than the end of the fourth month of pregnancy.
- 2. Request for Pregnancy Leave Based on Claim of Disability:
 - a. A pregnant teacher who desires to continue in the performance of her duties during her pregnancy shall be permitted to do so, provided she produces a statement from her physician stating that she is physically capable of continuing to perform her duties and further stating up to what date, in the opinion of said physician, the teacher is capable of performing said duties.
 - b. If in the opinion of the CSA, the employee's performance has substantially declined from the time immediately prior to her pregnancy, he may require her to produce a certification from her physician that she is able to carry on her duties. If the pregnant teacher fails to produce certification from her physician that she is medically able to continue teaching, or the CSA rejects the certification from the teacher's physician, the teacher shall be directed to a physical examination by the Head of the Obstetrics Department at Rahway Hospital, at the Board's expense. The determination of this physician shall be binding upon the Board and the employee.

- c. All policies, practices, rules and regulations applicable to teachers who are granted sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 et. seq. shall be applicable to pregnant teachers applying for leave under Section F(1) of this Agreement. Such teachers shall receive no lesser consideration than any other employee nor shall they receive any greater consideration.
- d. The teacher requesting a pregnancy leave under the provisions of this Section E(1) shall specify in writing of the date on which she wishes to commence her leave and the date on which she wishes to return to employment after birth. Such requests shall be consistent with the foregoing provisions.
- e. The Board shall have the right to require any pregnant teacher who desires to return to her duties by a fixed date to produce a certificate from her physician stating that she is capable of resuming her duties. In the event of a difference of opinion between the teacher's physician and the medical examiner of the Board relative to the resumption of duties by said employee, the provision of Paragraph E(2)(b) shall be applicable as to the method of resolving such a disagreement.
- f. Whenever, in the opinion of the Board, the dates for the commencement of a pregnancy leave and/or the dates for the resumption of duties would substantially interfere with the

administration of the school or with the education of the children, the requested dates may be changed by the Board.

- g. Ordinarily, a pregnant teacher shall be expected to resume her duties, subject to the provisions of Paragraph E(2)(f) above, within fifteen (15) days of the date of delivery of the child, provided, however, that such resumption of duties is not medically contraindicated. This provision also is subject to leave requests made under the New Jersey Family Leave Act.
- h. Where pregnancy leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the teachers to the Board for additional periods of time provided, however, that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school and/or with the education of the pupils and, provided further, that such change by the Board is not medically contraindicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et. seq. and specifically N.J.S.A. 18A:30-6 and 18A:30-7.
- i. The provisions of this Agreement shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured teacher beyond the end of the of the contract school year in which the leave is obtained.

- j. Pregnant teachers applying for leaves of absence under the provisions of this section may simultaneously make application for a Child rearing leave in accordance with the provisions of the Agreement hereinafter set forth
3. Request For Pregnancy Leave Not Based On Claims of Disability.
- a. A pregnant teacher who desires to commence a leave of absence without regard to any claim of disability as set forth in Section 1, ante, shall be permitted to do so in accordance with the provisions hereinafter set forth, but such leaves of absence shall be without pay.
 - b. An employee requesting a pregnancy leave under the provisions of this Section (3) shall specify in writing the date on which she wishes to commence her leave and the date on which she wishes to return to employment after birth.
 - c. Should there be any questions as to the medical condition of any teacher who desires to resume her duties by a specified date, then the provision of Paragraphs (b) and (f) of Section 2 of this Agreement shall be acceptable.
 - d. The provisions of Paragraph 2, (g), (h), (l), (j) and (k) are hereby made applicable to the provisions of this Section (3) of this Agreement and are incorporated.
4. Child Rearing Leaves:

- a. An employee may apply for a child rearing leave, whether due to delivery of a natural child and/or an adoption. Such leave shall be granted without salary.
- b. Application for a child rearing leave shall be made within thirty (30) calendar days after the delivery of the child or in cases of adoptions as soon as the applicant knows that the adoptive child will be delivered to the applicant.
- c. A child rearing leave of absence, if it is approved, in cases of a natural delivery will commence at the termination of the paid or unpaid maternity leave, and in cases of adoptions it will commence upon the delivery of the child to the adoptive parent.
- d. A child rearing leave shall be granted to the end of the school year in which the application was made and may be renewed by the employee for an additional school year if the child rearing leave commenced on or before April 1st and for an additional two (2) years if the leave commenced between April 1st and June 30th.
- e. Early Return. If an employee seeking a maternity leave suffers a miscarriage, a stillbirth and/or a child born which requires being institutionalized then in any of those events the employee may request to terminate the leave previously granted. However it is understood that when the request is made for an early return the employee will be advised of the assignment available and a return date which the Board may fix not later than seventh-five (75) days

from the date of the request to return. The employee, upon being advised of the assignment, will then exercise the option of returning to the assignment and the time set by the Board but in no event will an employee be permitted to return between April 1st and June 30th of any school year. If the employee does not elect to return to the assignment offered then the leave shall continue until the commencement of the next school year.

- f. Notification of Return. If an employee has been granted a child rearing leave the employee must notify the Board of Education on or before March 15th of the year preceding the termination of the leave of his/her intention to return. If the employee fails to advise the Board of his/her intention to return to school at the termination of the child rearing leave then he/she shall be considered as having notified the Board of his/her resignation.
5. In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the Board for permission to return to her position prior to the termination of the period for which leave is granted.
6. For purposes of calculation only as to whether or not a teacher is entitled to the amount of sick days one can accrue by virtue of continuous years of service as herein provided, a maternity or child rearing leave shall not constitute a break in service. It is understood and agreed, however, that

no sick leave may be accrued for the period when the employee is on a maternity or child rearing leave.

ARTICLE XVI

PROTECTION OF TEACHERS, AND PROPERTY

If unsafe or hazardous conditions are determined to exist and necessitate the closing of a schoolroom or the school building, teachers shall not be required to work in that room or the building as the case may be. Unsafe or hazardous conditions, or tasks which endanger health, safety or well being of teachers shall be determined mutually by the Association and the Administration or by a State or Federal agency of appropriate jurisdiction. Employees may not leave the building unless directed to do so by the administration or a governmental agency.

ARTICLE XVII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A basic definition of the duties and responsibilities of all teachers pertaining to student discipline shall be reduced to writing by the CSA and presented to each teacher at the start of each school year.

- B. When, in the judgment of a teacher, a student requires the attention of the CSA, psychologist, physician, or other specialist, he/she shall so inform his/her CSA. The CSA shall arrange as soon as possible for a conference among himself/herself, the teacher and the parents, if necessary, to discuss the problem. If a specialist is called in, said specialist shall be asked to inform the teacher of any conditions or information that in his/her professional judgment is deemed necessary.

ARTICLE XVIII

DEDUCTION FROM SALARY

- A. The Secretary of the Board shall deduct from the paycheck of any employee, upon request of said employee, for any of the following, provided the employee has filed a written authorization for such deduction on the appropriate form:

W.P.T.A. (Unified dues system).

Such deduction from salary shall be made in compliance with Chapter 233 N.J. Public Law of 1969 and under rules established by the State Department of Education.

- B. For all teachers in the bargaining unit who do not pay dues in accordance with Paragraph A. Above, the Board shall deduct a representation fee up to eighty-five (85%) percent of the appropriate dues as certified by the Association. It is agreed that the Board shall have no other obligations or liabilities, financial or otherwise (other than set forth herein) because of actions arising out of the understandings expressed in the language of this section. It is further understood that once the funds deducted are remitted to the Association, the disposition of such funds shall be the sole and exclusive responsibility of the Association. The Association herein agrees that it shall indemnify and save the Board and administration harmless against any and all claims, demands, suits, or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this article or in reliance on any list, notice or assignment furnished under this section.

ARTICLE XIX
EVALUATIONS

- A. In accordance with applicable statutes, non-tenured teachers shall be evaluated a minimum of three (3) times per year and tenured teachers shall be evaluated a minimum of once per year. Nothing contained herein shall be interpreted to preclude the administration from evaluating a teacher more than the minimum number of specified above. Said evaluation shall be discussed between the evaluator and the teacher and a copy of the evaluation shall be provided the teacher. Evaluation conferences shall take place within seven working days of the issuance of the evaluation.
- B. 1. All observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. Teachers shall be evaluated by persons certified by the New Jersey State Board of Examiners to supervise instruction.
- C. A teacher shall be given a copy of the evaluation report prepared by his evaluators whether or not the same occurs by virtue of a classroom observation and, an evaluation may include other criteria determined appropriate by the evaluator. No teacher shall be required to sign a blank or incomplete form. A teacher is required to sign each evaluation form; however, such signature shall not necessarily indicate agreement.

Such reports shall include, when pertinent:

1. Strengths of the teacher as evidenced during the period since that previous report.

2. Areas of improvement needed by the teacher as evidenced during the period since the previous report.
 3. Specific suggestions as to measure which the teacher might take to improve his/her performance in each of the areas wherein areas of improvement have been indicated.
- D. No evaluation material shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature is in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to any evaluation material and his/her answer shall be attached to the file copy.
- E. The content for a teacher evaluation form shall be subject for discussion between the Association and the CSA. Should a standard teacher evaluation form be developed and accepted by all parties, said form shall not be a part of this agreement and not subject to the grievance procedure.

ARTICLE XX

PARENT-TEACHER-CONFERENCE

- A. Parent-Teacher Conferences will be held twice a year to provide each parent with an informal face-to-face meeting to give both the parent and the child's teacher an opportunity for full exploration of the child's progress, his/her behavior and the reasons behind his/her success and failures.
- B. The notice to the parent will contain a form that is returnable to the teacher in which the parent will designate whether the parent "will be able" or "will not be able" to attend. The form will also contain a provision whereby the parent may designate a time and date in the event the time and date designated by the teacher is not convenient. Parental notice forms shall be revised at the discretion of the Board to allow parents to choose a different time and date than that offered by the teacher.
- C. The time allotted to the conferences shall be as follows:
 - 1. There will be one (1) night and (1) day conference in the fall session and one (1) night and one (1) day conference in the spring session.
 - 2. The teachers shall make every effort to schedule particular conferences on conference days during the hours scheduled (i.e. 6:30 to 8:30), except at the request of the parent.
 - 3. Any overflow from not being able to schedule a parent conference on a particular day shall be held on the next evening/day;
 - 4. Each parent conference shall be scheduled to be fifteen (15) minutes in duration.
 - 5. On the day of the evening conferences, the teachers shall be released at the close of a four (4) hour instructional session.
- D. A teacher shall schedule appointments at the convenience of the parents and the teacher during the time allotted.
- E. When a teacher does not have an afternoon and/or evening conference, he/she shall be required to adhere to the seven (7) hour fifteen (15) minute workday.
- F. Afternoon conferences shall commence no earlier than thirty (30) minutes after the conclusion of the four (4) hour instructional session.

ARTICLE XXI

INSURANCE PROTECTION

- A. For each employee, and family where appropriate and eligible, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period as follows:
1. 100% of the premium cost for family Blue Cross/Blue Shield with Rider "J."
 2. 100% of the premium cost for family Major Medical.
 - 3.
 3. The Board of Education shall pay 50% of the premium cost for basic single coverage for any employee participating in any of the NJEA endorsed (Washington National or Prudential Financial) disability insurance programs. If the cost of disability insurance increase above the 2002/2003 levels, the Board of Education reserves the right to search for a disability insurance program that will reduce its financial liability to any participating employee as long as the disability insurance program is equal to or greater than in all aspects the current NJEA endorsed disability program. (The committee shall be composed of representatives from the Winfield Township Board of Education and the Winfield Park Association)
- B.
1. Effective August 1, 2002, the Board shall provide a prescription plan for the employee and his/her family. Such plan shall include a \$5.00 co-payment for generic drugs and a \$10.00 co-payment for name brand drugs.
 2. The Board shall provide all new employees hired after July 1, 2002, with a prescription plan for the employee and his/her family. Such plan shall include a \$7.50 co-payment for generic drugs and a \$15.00 co-payment for name brand drugs.
 3. Any employee who waives his/her right to a Board-provided prescription plan shall receive payment of \$200.00 at the end of each school year. The waiver of the Board-provided prescription plan must be renewed each year in writing by said employee.
- C. Effective December 1, 1988, the Board shall provide a basic dental plan for employees only, under New Jersey Dental Service, Program II. The maximum

cost to the Board for all employees shall not exceed \$3,600 per year for the plan. Effective upon execution of this Agreement or the next open enrollment period (whichever is accepted by the carrier), Association members shall have the right to purchase, at their own expense, family dental coverage at the Board's group rate, the cost of which shall be the difference between the rate for single coverage and the rate for family coverage.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, or discipline of teachers or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status

Copies of this Agreement shall be printed at the equal expense of both parties within thirty (30) days after the agreement is signed and presented to all teachers now employed or hereafter employed. This Agreement shall be typed on a computer word processing program and a Duplicate Disc shall be provided to the Association. The original will be kept by the Board of Education.

- D. The parties agree that for the life of this contract only, the Board shall maintain the school calendar to the extent that there is an early release day the day before Thanksgiving for staff and students, and an early release day the day before Christmas vacation for staff and students and four (4) early release days at the end of the school year, two of which are for students and two of which are for staff and students, graduation day and the last day of school.
- E. The Board shall provide the teaching staff members with one (1) full day and two (2) half days in year one of the contract; two (2) full days in year two of the contract; and two (2) full and one half (1/2) day during year three of the contract of professional development in-service workshops that are tied to the District's needs and goals, as submitted to the State. Teachers may apply to the State for credit toward their continuing education requirements based upon the in-service program(s) as they see fit.
- F. Conferences, Conventions, Workshops
1. Opportunities to attend professional meetings by teachers to expand their horizons can be given with the approval of the CSA and the Board of Education.
 2. Conditions
 - a. The conference shall deal within the areas of responsibility of the teacher requesting attendance at the conference. Attendance should hold promise of improving the teaching of the teacher attending.
 - b. Application shall be made to the CSA on the form provided for this purpose. Forms are available in the school's main office.
 - c. Conference expenses for which the teacher is eligible include: registration fee and travel at the Internal Revenue Service (IRS) rate.
- G.. Mentoring of Provisional and Alternative Route Teachers
1. All vacancies for mentoring positions shall be posted as early as the district is aware of its needs. The postings shall include the qualifications for the position.
 2. No employee shall be assigned to serve as a mentor if there are qualified volunteers available. If an employee is involuntarily assigned

- to a mentoring position, said employee shall not be involuntarily assigned again until all other qualified employees have been assigned.
3. No teacher shall serve as a mentor unless employed by the Board for at least a period of three (3) years.
 4. No teacher shall serve as a mentor to more than one (1) provisional/alternate route teachers simultaneously.
 5. The Board shall provide training for all teachers who serve as mentors, either in district or at a CSA-approved one/two day out of district workshop. Such training shall be scheduled during the regular workday.
 6. In addition to preparation time stipulated in this Agreement, staff members who perform mentoring duties, who have a homeroom and five (5) non-pupil contact periods per week shall be provided, as per Board policy, with one (1) weekly joint planning session with their assigned provisional/alternate route teacher. Each week, the CSA shall schedule the time of this joint planning session.
 7. Those teachers acting as mentors for individuals obtaining certification via the alternative route shall receive \$1000.00. If the state funds less than \$1000.00 per mentor, then this amount will be capped at the state amount.
 8. Those teachers acting as mentors for individuals obtaining certification via the provisional route shall receive \$550.00. If the state funds less than \$550.00 per mentor, then this amount will be capped at the state amount.

ARTICLE XXIII

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30,2008.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Attest: WINFIELD TOWNSHIP BOARD OF EDUCATION

Secretary By: _____
President

Attest: WINFIELD PARK TEACHERS ASSOCIATION

Secretary By: _____
President

- Schedule A - Salary Guides
- Schedule B - Salaries of Child Study Team Members (Part Time)
- Schedule C - Salaries of Extra-Curricular Positions

SCHEDULE A
SALARY GUIDE

SCHEDULE B

SALARIES OF PART-TIME CHILD STUDY TEAM MEMBERS

Each current employee's salary shall be increased by:

| | |
|------|-----------|
| 4.2% | 2005-2006 |
| 3.0% | 2006-2007 |
| 3.0% | 2007-2008 |

LONGEVITY - Teachers who have taught twenty (20) or more years and have been in the district for ten (10) or more years shall receive an additional \$1,500.00.

**Schedule C
Winfield Township Co-Curricular
Salary Guides 2005-2008**

| Sports: | 2005-2006 | 2006-2007 | 2007-2008 |
|---|-----------|-----------|-----------|
| Boys Soccer | 1,861 | 1,917 | 1,974 |
| Girls Soccer | 1,861 | 1,917 | 1,974 |
| Boys Basketball | 1,861 | 1,917 | 1,974 |
| Girls Basketball | 1,861 | 1,917 | 1,974 |
| Boys Baseball | 1,861 | 1,917 | 1,974 |
| Girls Baseball | 1,861 | 1,917 | 1,974 |
| Before School Intramural Program Per Season | 1,230 | 1,266 | 1,304 |
| Athletic Coordinator Per Sport | 441 | 454 | 468 |
| Student Council Advisor | 902 | 929 | 957 |
| Yearbook Advisor | 902 | 929 | 957 |
| Cheerleader Advisor | 902 | 929 | 957 |
| Safety Patrol Advisor | 902 | 929 | 957 |
| Testing Coordinator | 543 | 559 | 576 |