

**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, 2011 to June 30, 2014**

**Covering Teacher Employment**

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PREAMBLE

This agreement is entered into as of this 1<sup>st</sup> day of July, 2011 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

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 full and part time certified teachers to include certified school nurses, psychologists, social workers, learning disabilities teacher consultants, and guidance counselors under contract, on leave or employed by the Board (hereinafter "Employees") but excluding supervisory and/or administrative personnel and substitute teachers.

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

1. 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

1. 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 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 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. Teacher-Administration Liaison Committee (TALC)

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.

- D. 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. These days shall not be in addition to the days to which the President is entitled under the collective bargaining agreement with the Secretaries/ Paraprofessionals.

## ARTICLE VI

### 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 188 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 188 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 two 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 VII, paragraph G.
- 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 VII, para. G

## ARTICLE VII

### TEACHING HOURS, LOAD, ASSIGNMENT

- A. Back-up 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. Every effort shall be made to provide a minimum of one planning period daily for teachers in the elementary grades. Each teacher in grades K-5 shall be guaranteed 120 minutes of preparation time during each full week of school and each teacher in grades 6-8 shall be guaranteed 150 minutes of preparation time during each full week of school. In the event there is a reconfiguration of the district at any future date, the preparation time for teachers in the elementary schools shall remain at 120 minutes and the preparation time for teachers in the middle school shall remain at 150 minutes of preparation time. By way of illustration, if the district is configured with a 5-8 middle school, the 5th grade teachers shall have a guaranteed preparation time of 150 minutes.
- F. All personnel may leave the building during their duty free lunch period after using the sign-in/out sheet.
- G. 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, PAC 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.
- H. The Chairperson of the Board's Professional Development Program will be given compensatory time of one school day for each marking period, for a total of four days in a school year. The time when the Chairperson shall take the compensatory time shall be agreed upon with the Superintendent. Employees who teach staff development courses in the Board's program will be compensated at the same hourly rate of pay as that for the preparation for the course. Credits will be earned

by certified staff for advancement on the salary guide at the rate of 1 credit for each 20 hours of the district's staff development courses taken. Programs to be conducted in the staff development program require the approval of the Superintendent.

I. 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 8:30pm. 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).
- J. 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 Internal Revenue Service for mileage reimbursement.

K. Employees who participate in development of curriculum will be compensated at the rate of \$40.00 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.

L. 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 (except two meetings per year can be ninety minutes maximum only if they are held on a Monday).
4. Every effort will be made to schedule these meetings on a Monday.
5. Any meeting not on a Monday requires 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.

M. Staff members presenting workshops for the District teaching a course two hours or less shall be paid two hours preparation time for each hour of presenting. This compensation is in recognition for time spent in preparation and presenting the workshop at a rate of and \$40 per hour for the duration of this Agreement. Presenters teaching courses with durations in excess of two hours must obtain prior approval from the Curriculum Supervisor or Superintendent regarding payment for preparation hours.

ARTICLE VIII

NONTEACHING DUTIES

A. Back-up teachers will be available for all aide duties positions. For the purpose of this paragraph, in the elementary school, paid aide duties are defined as lunch duty and recess duty. Any teacher who replaces an aide duty position shall be paid at the rate of \$40.00 per hour for the duration of this Agreement.

B. Co-Curricular Positions

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

- |  |         |
|--|---------|
| 1. Middle School 8th Grade Class Advisor | \$1,430 |
| 2. Middle School Student Council Advisor | \$1,430 |

- |   |         |
|---|---------|
| 3. Middle School Year Book Club Advisor (Pos. 1)  | \$1,430 |
| Middle School Year Book Club Advisor (Pos. 2)   | \$1,430 |
| 4. Bus Patrol Advisor (elementary schools)  | \$1,650 |
| (elementary school Bus Patrol Advisors will be in charge of the bus patrol and will be on daily bus duty) |         |
| 5. Bus Patrol Advisor (Middle School)   | \$1,430 |
| 6. Teacher-In-Charge  | \$1,430 |
| 7. Middle School Lunchroom Supervisor. (each person)  | \$2,530 |

C. Competitive Athletics

			2011-2014
1.	Baseball – Boys	Group 2*	\$2,900
2.	Softball – Girls	Group 2*	\$2,900
3.	Basketball – Boys	Group 1*	\$3,360
4.	Basketball – Girls	Group 1*	\$3,360
5.	Cheerleading	Group 2*	\$2,900
6.	Track – Boys	Group 3*	\$2,200
7.	Track – Girls	Group 3*	\$2,200
8.	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.		

D. Clubs/Intramurals

1.	Arts and Crafts	Class II**	\$1,430
2.	Drama with a production	Class I**	\$2,640
3.	Computer Technology	Class II**	\$1,430
4.	Field Hockey	Class II**	\$1,430
5.	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 \$715. 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 \$2,750 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 \$40.00 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 IX

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\*\*, 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 with the Board within five days of receiving notification of the Board'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. Professional training shall be defined as follows:

1. Teachers who have obtained credit beyond the Bachelor's Degree as of June 30, 2001 shall be entitled to use those credits for purposes of advancing on the salary guide. Each teacher claiming such credits must notify the Board Secretary of the extent of the credits by September 30, 2001 and provide the Board Secretary with the information he may request to prove the existence of such credits. After June 30, 2001, credits to be counted for advancement on 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 ten days of the approval of the contract by the WTEA and the Board of Education.

## ARTICLE X

### SALARIES AND FRINGE BENEFITS

#### A. General

1. Salaries for the 2011-12 school year for 10-month employees shall be increased by 2.30%, effective November 16, 2011, over the cost of the base and be distributed in accordance with the attached salary guides. Salaries for the 2011-12 school year for 12-month employees shall be increased by 2.30%, effective October 1, 2011, 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 2012-13 school year for 10-month employees shall be increased by 2.00%, effective September 1, 2012, over the preceding year's cost base and be distributed in accordance with the attached salary guides. Salaries for the 2012-13 school year for 12-month employees shall be increased by 2.00%, effective July 1, 2012, 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 2013-14 school year for 10-month employees shall be increased by 2.30%, effective September 1, 2013, over the preceding year's cost base and be distributed in accordance with the attached salary guides. Salaries for the 2013-14 school year for 12-month employees shall be increased by 2.30%, effective July 1, 2013, 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 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.
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 IX, B. Placement at the new level shall be retroactive only to the first day of the month in which a copy of the transcript or grades is received by the Board. No credit shall be given for any past level which has been achieved for which the teacher did not submit documentation.
- C. 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. 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 one year following the year in which a tuition reimbursement occurred, unless the teacher is nontenured and nonrenewed. If the employee leaves before the completion of the one year following the year in which the tuition was reimbursed for any reason besides retirement or disability, the employee shall be obligated to repay the Board the amount of tuition that was received by the teacher.
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.

D. Medical Insurance

1. The Board shall provide full medical insurance for teachers and their dependents. However, no medical insurance benefits shall be granted to part-time employees working fewer than twenty hours per week. The protection shall be comparable to that provided by the New Jersey State Health Benefits Plan, provided, however, the employees agree to a mandatory second surgical opinion and a preadmission certification and continued stay review consistent with the policies of the insurance carrier. Effective July 1, 2010, eligible employees shall be entitled to coverage under the New Jersey School Employee Health Benefits Program only. Effective July 1, 2010, this provision is subject to employee contributions as provided by law.

All new employees effective with school year 2001-2002 shall be entitled to receive the point of service plan. If the new employee wishes the traditional insurance plan, the employee shall be entitled to elect the traditional insurance, but the new employee shall be required to pay the full differential in cost between the point of service plan and the traditional plan. Notwithstanding the foregoing, after an employee has been in the district for six years, the employee shall be entitled to elect traditional coverage and pay only that amount which is required to be paid by all teachers who are on the traditional plan as hereinafter set forth. All employees who are receiving the traditional medical insurance benefit, as distinct from a point of service or managed care plan, shall be obligated to pay the amount of \$650 in the 2007-08, 2008-09 and 2009-10 school years toward the cost of the medical insurance. Notwithstanding the foregoing, new employees hired with a start date before July 1, 2005, shall be entitled to move to traditional insurance after four years instead of after six years as is now provided for new employees hired with a start date of July 1, 2005, or later.

If an employee who is entitled to medical insurance coverage under this agreement elects to have no coverage, the employee would be entitled in

the first year of dropping medical insurance coverage to be paid one-half of the cost of the coverage the employee had been receiving. In all future years if the employee continues to have no medical insurance the employee would be entitled to be paid one-half of the cost of the point of service health insurance to which the employee would be entitled if the employee had elected to have medical insurance. Effective July 1, 2010, all waiver payments shall be made pursuant to the New Jersey School Employees Health Benefit Program.

If an Employee changes the type of coverage to which the Employee is entitled under this Agreement (for example, from traditional to point of service or from family to individual coverage), the employee will be entitled to receive a direct payment of 50% of the savings achieved on the premium that would otherwise have been paid by the Board to the insurance carrier. An Employee may not change from a point of service to traditional and then drop coverage and receive the differential of the cost of the traditional The Employee in that circumstance will receive the differential based upon the less expensive coverage.

Employees who have dropped their coverage will be allowed to restore their coverage on an immediate basis without the necessity of health questionnaires for themselves or their family members in the event of a hardship. Reentry for hardship applies only in the following situations which result in the loss of coverage through a spouse: Termination of employment, legal separation (a copy of the decree is required), group contract / policy terminated, divorce (a copy of the decree is required), death (a copy of the death certificate is required), or military discharge (Form DD214 is required). In addition, any employees who have changed their type of coverage may automatically restore the coverage by applying during the enrollment period each year. It will not be necessary for any employees or their family members to complete a Statement of Health (proof of insurability) to restore coverage during the enrollment period.

2. The Board shall provide full individual dental insurance for teachers. 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 100% of the premiums for the employee which has been capped at a sum equal to the premiums in effect on June 30, 1996. Effective July 1, 2010, this provision is subject to employee contributions as provided by law.

3. The Board reserves the right to name the carrier(s).
  4. The Board agrees to ask the insurance carrier to provide a clear description of limits and coverage to each teacher.
- 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 IRS 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 \$40.00 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.
- I. Beginning on July 1, 2008, the Board of Education will enhance the vision component of the POS Plan to include \$100.00 in reimbursement, every other year, to each person covered under the POS Plan for the purchase of eyeglasses or contact lenses.

## ARTICLE XI

### TRANSFERS AND PROMOTIONS OF PERSONNEL

- A. Notice of vacancies and promotional opportunities within the school district shall be forwarded to the Association President for posting upon receipt, when school

is in session. 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.

Teachers 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.

- 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 XII

### TEACHER EVALUATION

- A. All teachers shall be evaluated by the Administration during an evaluation year. There shall be a minimum of three evaluations of every non-tenured teacher.
- 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 XIII

### SICK LEAVE

- A. Cumulative sick leave as defined in New Jersey Statutes annotated N.J.S.A. 18A:30-1 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.
  2. 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 XIV

### 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 three 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. Business trips with a spouse are not a permitted use for personal days. 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 - three (3) days per year. All three 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 XV

### EXTENDED LEAVES OF ABSENCE

- A. 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 teachers on the same terms and conditions governing leaves of absence for illness or medical disability. The pregnant teacher will be entitled to her annual and accumulated sick leave, with pay, during the period of absence due to her actual disability.
  - 2. Any pregnant teacher 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 a teacher during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which the teacher has been assigned.
4. In the event of any question as to the medical condition of the pregnant teacher, a conference shall be arranged between the Board's physician and the teacher's attending physician.
5. No teacher 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 teacher for any cause not related solely to her pregnancy.
7. The Board has the right to remove any pregnant teacher from her daily duties on any one (1) of the following criteria:
  - a. Her teaching 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 pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching or the Board's physician concludes that she is unable to continue teaching.

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 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 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

wishes the leave to commence and terminate.

4. Upon the request of a teacher 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 under tenure. A teacher 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 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 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 or sick leave accumulation.
8. Anyone who accepts child rearing leave after January 31 in any given school year is given credit on the salary guide for a full year upon returning to the District. No credit on the salary guide shall be given for any child rearing leave commencing on January 31 or prior to January 31 in any given school year.
9. A teacher 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 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 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, Title 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. Sabbatical

1. Any employee who has served in the district for a period of not less than seven (7) years may, on recommendation of the Superintendent, be granted a leave of absence for one year for the purpose of professional improvement through study or travel.
2. The employee's request for a sabbatical should outline in detail the proposed professional improvement plan for Board review. The initial request for a sabbatical shall be made prior to November 1st of the school year prior to the year for which the leave of absence is desired. Final details shall be submitted by December 1st and shall be approved or rejected by January 15. The number of employees that shall be permitted to take sabbatical leave in any one year shall not exceed 1% of the total teaching staff unless the Board finds that unusual conditions make additional leaves desirable. Purpose, date of application and length of service will be factors in determining the number of grants within the budgetary limits for that year.
3. During this sabbatical period, such employee agrees not to engage in any employment for remuneration without the approval of the Superintendent. In the event that a scholarship stipend is part of the sabbatical arrangements, the total cash remuneration (stipend plus sabbatical salary) may not exceed the regular annual salary of the employee.
4. During this leave of absence (sabbatical), the employee shall continue in the employ of the Board and shall receive an annual compensation equal to  $\frac{3}{4}$  of his/her annual salary for that year (except as provided in #3 above). From this compensation shall be made the regular deductions for the Teacher's Pension and Annuity Fund and such other deductions that are required by law or that have been requested by the employee. Where one-half ( $\frac{1}{2}$ ) year sabbatical is granted, the employee shall receive three-quarters ( $\frac{3}{4}$ ) of that one-half ( $\frac{1}{2}$ ) year's salary.
5. As a condition for the granting of this sabbatical the employee shall enter into a contract with the Board to continue in service for a period of at least two (2) years after the expiration of the leave of absence. Upon failure to continue, the employee may be required to repay to the Board a sum bearing the same ratio to the amount of salary received while on sabbatical to that of the unfulfilled portion of the sabbatical contract.

6. Upon return from sabbatical leave, the employee shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. He/she shall continue as an employee in the Warren Township system for a minimum of two (2) years unless the parties mutually agree otherwise.
7. During the period of leave in this category, the employee shall not engage in any employment for remuneration.

## ARTICLE XVI

### 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 \$40.00 per hour for the duration of this Agreement, provided that the teacher was not otherwise scheduled to teach a class during that period. For teachers in middle school, coverage for one class period shall be reimbursed at 75% of the above hourly rate.
- 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.

## ARTICLE XVII

### 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 (NJS 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 XVIII

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.

- C. 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.
- D. RESERVED.
- E. RESERVED.
- F. 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.

ARTICLE XIX

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, 2011 to June 30, 2014.
- 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.

IN WITNESS WHEREOF, the parties duly hereto have caused this Agreement to be duly signed as of this 1<sup>st</sup> day of July, 2011.

WARREN TOWNSHIP  
EDUCATION ASSOCIATION

By:

Francis Blalock  
, President

Carolyn McChesney  
, Negotiations Chair

WARREN TOWNSHIP  
BOARD OF EDUCATION

By:

[Signature]  
, President

Patterson Lemhards  
, Secretary



Warren Township Schools  
**GRIEVANCE PROCEDURE**

Name(s) of Grievant \_\_\_\_\_

**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.

<p><b>Definition:</b> 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:</p> <ul style="list-style-type: none"> <li>(a) a method of review is prescribed by law or State Board rules;</li> <li>(b) the Board of Education is without authority to act;</li> <li>(c) a complaint relates to the non renewal or termination upon notice of a non-tenured teacher's contract.</li> </ul>	<p style="text-align: center;"><b>STATEMENT OF CLAIM</b>          (may attach additional page)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>Level One:</b> The grievant shall first discuss the grievance with his/her immediate supervisor within fifteen (15) workdays of its occurrence to resolve the matter informally.</p> <p>The grievant should submit in writing to his/her immediate supervisor, the nature of the grievance and remedy sought at this time.</p> <p>The immediate supervisor shall respond, in writing, to the grievant within five work days of the Level One meeting.</p>	<p>Date of meeting with immediate Supervisor: _____</p> <p>Attach COPY of letter to immediate supervisor which states the nature of grievance and remedy sought.</p> <p>Date of letter from immediate supervisor: _____</p>
<p><b>Level Two:</b> 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 Level One response and so notify the Level One administrator in writing. <i>Failure to do so means the issue is resolved.</i></p> <p>The Superintendent shall meet with the grievant and/or his/her representative within ten work days of receipt. At his/her discretion, the Superintendent may require the presence of the immediate superior at that meeting.</p> <p>The Superintendent shall respond, in writing, to the grievant within five work days of the Level Two meeting.</p>	<p>Date of letter to the Superintendent: _____</p> <p>Date of written notification to Level One administrator: _____</p> <p>Date of meeting with the Superintendent: _____</p> <p>Date of written response from the Superintendent: _____</p>

**Level Three:** If the grievant and/or his/her representative 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. *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.

Date of written request to Board of Education: \_\_\_\_\_

Date of written notification to grievant of hearing: \_\_\_\_\_

To be held: \_\_\_\_\_ Yes \_\_\_\_\_ No

Date of hearing: \_\_\_\_\_

Date of the Board's written decision: \_\_\_\_\_

**Level Four:** A grievance to proceed to Level Four must be concerned with the interpretation or meaning or application of the provisions of this agreement. 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 after receipt of the Level Three response, the Association submit the grievance to advisory arbitration.

If the Association agrees that the grievance is meritorious, it may submit the grievance within fifteen (15) work days after receipt of a request by the grievant to notify the Board. *Failure to submit it means that the grievance is resolved.*

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 made to PERC by either party to select an arbitrator.

The arbitrator shall confer with the representatives of the Board and the 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 recommendation within 30 calendar days after he/she has concluded the hearings.

Date of the written request for the Association to submit the grievance to advisory arbitration: \_\_\_\_\_

Date of Association's request to submit for advisory arbitration: \_\_\_\_\_

Date of selection of arbitrator: \_\_\_\_\_

Date of arbitrator's decision: \_\_\_\_\_

## WTEA TEACHER SALARY GUIDE 2011-2012\*

\*Effective November 16, 2011

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1-2	52,170	54,648	57,126	59,474	62,082	64,691
3-4	53,120	55,643	58,166	60,557	63,213	65,869
5-6	54,110	56,680	59,250	61,685	64,391	67,096
7-8	55,415	58,047	60,679	63,173	65,944	68,715
9-10	56,775	59,472	62,169	64,724	67,562	70,401
11-12	58,195	60,959	63,724	66,342	69,252	72,162
13-14	59,670	62,504	65,339	68,024	71,007	73,991
15	61,195	64,102	67,009	69,814	72,822	75,882
16	62,770	65,763	68,757	71,750	74,744	77,835
17	64,395	67,516	70,636	73,757	76,877	79,998
18	66,070	69,324	72,578	75,831	79,085	82,339
19	67,795	71,189	74,583	77,977	81,371	84,764
20	69,570	73,110	76,651	80,192	83,733	87,273
21	71,395	75,116	78,784	82,478	86,173	89,867
22	73,270	77,294	81,318	85,342	89,366	93,390
23	75,195	79,395	83,595	87,795	91,995	96,195
24	77,170	81,370	85,570	89,770	93,970	98,170

## WTEA TEACHER SALARY GUIDE 2012-2013

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1-3	53,925	56,621	59,318	62,014	64,710	67,406
4-5	54,875	57,619	60,363	63,106	65,850	68,594
6-7	55,865	58,658	61,452	64,245	67,038	69,831
8-9	57,010	59,861	62,711	65,562	68,412	71,263
10-11	58,225	61,136	64,048	66,959	69,870	72,781
12-13	59,515	62,491	65,467	68,442	71,418	74,394
14-15	60,875	63,919	66,963	70,006	73,050	76,094
16	62,305	65,420	68,536	71,651	74,766	77,881
17	63,800	66,990	70,180	73,370	76,560	79,750
18	65,355	68,623	71,891	75,158	78,426	81,694
19	66,970	70,319	73,667	77,016	80,364	83,713
20	68,645	72,077	75,510	78,942	82,374	85,806
21	70,380	73,920	77,461	81,002	84,543	88,083
22	72,175	75,896	79,564	83,258	86,953	90,647
23	74,030	78,054	82,078	86,102	90,126	94,150
24	75,945	80,145	84,345	88,545	92,745	96,945
25	77,920	82,120	86,320	90,520	94,720	98,920

## WTEA TEACHER SALARY GUIDE 2013-2014

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1	53,970	56,669	59,367	62,066	64,764	67,463
2-4	54,920	57,666	60,412	63,158	65,904	68,650
5-6	55,910	58,706	61,501	64,297	67,092	69,888
7-8	57,035	59,887	62,739	65,590	68,442	71,294
9-10	58,255	61,168	64,081	66,993	69,906	72,819
11-12	59,605	62,585	65,566	68,546	71,526	74,506
13-14	61,025	64,076	67,128	70,179	73,230	76,281
15-16	62,515	65,641	68,767	71,892	75,018	78,144
17	64,070	67,274	70,477	73,681	76,884	80,088
18	65,685	68,969	72,254	75,538	78,822	82,106
19	67,360	70,728	74,096	77,464	80,832	84,200
20	69,095	72,550	76,005	79,459	82,914	86,369
21	70,890	74,435	77,979	81,524	85,068	88,613
22	72,745	76,466	80,134	83,828	87,523	91,217
23	74,660	78,684	82,708	86,732	90,756	94,780
24	76,635	80,835	85,035	89,235	93,435	97,635
25	78,670	82,870	87,070	91,270	95,470	99,670