AGREEMENT

BETWEEN

WARREN COUNTY SPECIAL SERVICES BOARD OF EDUCATION

AND

WARREN COUNTY SPECIAL SERVICES EDUCATION ASSOCIATION

July 1, 1991 to June 30, 1993

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#### PREAMBLE

THIS AGREEMENT, entered into this day of , by and between the Warren County Special Services Board of Education, hereinafter called the "Board", and the Warren County Special Services Education Association, hereinafter call the "Association".

### WITNESSETH THAT

WHEREAS the Board of Education is required by law to negotiate in good faith, concerning terms and conditions of employment and for the purpose of establishing a grievance procedure with the Association,

NEW, THEREFORE, the Board and the Association have reached agreement on all such matters and desire to execute this Contract covering such agreement.

# ARTICLE I RECOGNITION

- A. 1. The Board hereby recognizes the Warren County Special Services Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment as defined in Section 7, Chapter 303, Public Laws of New Jersey of 1968, as amended by P. L. 1087, Chapter 123, 1974, for all the certified teachers and the teacher aides, but excluding The Superintendent of Schools, the Board Secretary, and the Secretary to the Superintendent.
  - 2. The term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined above.
  - 3. The term "Board" shall include its officers and agents.
  - 4. The term "teacher" shall refer to all certificated employees.
  - 5. The term "teacher aide" will refer only to them.

# ARTICLE II NEGOTIATIONS PROCEDURE

- 1. Beginning not later than 75 days prior to Board of School Estimates required budget submission date, or December 1st, whichever comes first, of the calendar year preceding the calendar year in which this Agreement expires, the Board and the Association agree to negotiate over a successor Agreement in accordance with such procedures as the negotiation teams may agree upon, in a good faith effort to reach an Agreement concerning terms and conditions of employment. Any Agreement so negotiated shall apply to all personnel indicated, shall be reduced to writing, and if ratified by the Association, and if adopted by the Board, be signed by the Association and the Board.
- 2. This Agreement incorporates the entire understanding of all issues which were the subject of negotiations. During the term of this Agreement, neither the Board nor the Association will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### ARTICLE III GRIEVANCE PROCEDURE

- 1. A "grievance" shall mean a claim by an employee that there has been misinterpretation, misapplication, or a violation of Board policy, this Agreement, or an administrative decision affecting him/her. A grievance to be considered under this procedure must be initiated by the employee or the Association within thirty (30) days of the time the employee knew or should have known of its occurrence.
  - (a) Aggrieved Person-An "aggrieved person" is the person or persons and/or the Association making the claim.
  - (b) Party in Interest-- A "Party in interest" is the persons making the claim and any person including the Association or the Board who might be required to take action or against whom action might be taken in order to resolve the claim.
- If is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 4. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance any effect thereof shall have been fully determined.
- 5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process.
- 6. A grievance initiated after April 1st by an employee should be answered within the specified number of calendar days rather than school days in order to eliminate the problem from the new school year.

### 7. Level One

Any employee who has a grievance shall discuss it first with his/her immediate Supervisor in an attempt to resolve the matter informally at that level.

### 8. Level Two

- (a) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she may set forth his/her grievance in writing to his/her immediate Supervisor on a grievance form (to be mutually agreed upon).
- (b) The immediate Supervisor shall communicate his decision to the employee in writing with reasons within five (5) school days of receipt of the written grievance.

### 9. Level Three

If the grievance is not resolved to the employee's satisfaction, the employee, no later than five (5) school days after receipt of the Supervisor's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision in writing, with reasons, with thirty (30) working days of receipt of the grievance by the Board Secretary.

### 10. Level Four

- (a) If the decision of the Board does not resolve the grievance to the satisfaction of the employee, and the employee wishes review by a third party, he/she shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision. An employee, in order to process the grievance beyond Level three, must have his/her request accompanied by the written recommendation for such action by the Association.
- (b) No claim by an employee shall constitute a grievable matter beyond Level Three or be processed beyond Level Three if it pertains to (1) any matter for which a detailed method of review is prescribed by law, (2) any rules or regulations of the State Commissioner of Education, any by-law of the Board of Education pertaining to its internal operation, but not to the violation, interpretation, or application, or such rules or regulations, or (3) any matter which according to law is beyond the scope of the Board authority.

### 11. Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of third person referred to as an arbitrator:

- (a) A request will be made to the American Arbitration Association or the Public Employees Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question (with PERC being given first consideration).
- (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the A.A.A. or P.E.R.C. to submit a second roster of names.
- (c) The arbitrator shall limit himself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his/her representative shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

### 12. Rights of Employees to Representation

- (a) Any aggrieved person 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.
- (b) When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance at Level Two, be notified that the grievance is in process, the Association shall have the right to have a representative of the Association attend and present its position in writing at all meetings with the employee held concerning the grievance and shall receive a copy of all decisions rendered.

#### 13. Miscellaneous

- (a) Separate grievance file: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.
- (b) Forms: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

(c) Meetings and hearing: All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the Article.

### 14. Costs

- (a) Each party shall bear the total cost incurred by themselves.
- (b) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.

### ARTICLE IV EMPLOYEE RIGHTS

- Pursuant to Chapter 303, Public Laws 1968, as amended by P.L. 1087, Chapter 123, 1974, the Board hereby agrees that its employees shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising a governmental power under the code of law of the State of New Jersey, The Board undertakes and agrees that it or its employed administrative or executive personnel will not directly or indirectly discourage, deprive or coerce any employee with respect to hours,. salary, terms or conditions of employment, by reason of his/her membership in the Association, including collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding with respect to any term or condition of employment under, or aside from, the specific dates of this Agreement.
- B. Whenever an employee is required to appear before the Board or an administrator concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment, or salary or any increment pertaining thereto as stipulated in this contract, then he/she shall be given prior written notice (time and circumstances permitting—in the judgment of the Superintendent) of the reasons for such meeting or interview.
- C. No employee shall be prevented from wearing pins or other identification of reasonable size of membership in the Association, WCEA, NJEA, or NEA.
- D. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within grading policies of the school district. No grade or evaluation shall be changed without consultation of the teacher and Superintendent. Shall the Superintendent fail to agree upon the subject grade or evaluation, either party may request the Board of Education to review the matter. The Board will act upon the matter and its decision will be adhered to.
- E. Any questions or criticism by a supervisor or board member of an employee and his/her instructional or occupational methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings, notwithstanding fallibility of supervisor or Board member.

- F. All employees shall have the right to examine the contents of their personnel records in the presence of an administrator. Records many not be removed from the Board of Education office.
  - Any unsatisfactory report or comments placed in a personnel file must be signed by the teacher. This signature denotes receipt. Said employee will have the right to respond in writing, within the ten (10) school days of receipt of said report or comment, and this response will be included with the original report.
  - After three (3) years, any derogatory comments or unsatisfactory reports made by the district's C.S.A., other than observations and evaluations, in an individual's personnel file, will be reviewed by the C.S.A. and the employee and may be removed and destroyed.

Any other derogatory comments or unsatisfactory reports will be removed and destroyed after 3 years.

### ARTICLE V ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association all public printed information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees.
- B. Representatives of the Association, the New Jersey Education Association and the National Education Association, may be permitted to transact official Association business on school property at reasonable times, as determined by the Superintendent, with a minimum of 48 hours notice.
- C. The Association and its representatives may have the right to use the school buildings for meetings, the use of the facilities and equipment as prescribed in the Policy Handbook of the Board of Education, and at times and under conditions which, in the judgment of the Superintendent, will not interfere or interrupt normal school operations. The Association shall be responsible for any repairs or damage over normal wear and tear.

### ARTICLE VI BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations pertaining to the following:

- 1. To direct employees of the school district;
- To hire, promote, transfer, assign, and retain employees in positions in the school district, and for causes stipulated by law or in this Agreement, to suspend, to demote, discharge, or take other disciplinary action against employees;
- To relieve employees from duty because of lack of work for the employee or other reasons as determined by law;
- To maintain the efficiency of the school district operations entrusted to them;
- 5. To determine the methods, means and personnel by which such operations are to be conducted; and
- To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

### ARTICLE VII SCHOOL CALENDAR

The school calendar shall be 184 days for teachers, 182 days for teacher aids and 182 pupil contact days. One of the non-student contact days is to be used for an in-service day for teachers, and one day to be used for an teacher orientation day.

Six days per school year shall be 4-hour sessions for students. These days shall be utilized as co-ordination and collaboration days. Any needed additional days shall be scheduled at the discretion of the C.S.A. with the approval of the Board of Education.

### ARTICLE VIII EMPLOYMENT

- A. Each teacher shall be placed on the Salary Guide, Schedule "A", each aide shall be placed on the Salary Guide, Schedule "B", in accordance with the following:
  - 1. Except the initial salary of an employee shall be set at the discretion of the Board of Education, but as to teachers shall not exceed the salary paid to teachers of equivalent training and experience presently employed in comparable positions. The board and the individual shall decide as to the salary step and this agreed-upon experience level shall proceed from this point in regular progression in future years.

## ARTICLE IX HOURS AND TEACHING LOAD

- A. All full-time employees workdays shall not exceed seven (7) hours per day.
- B. All teachers shall have a minimum of 180 minutes of preparation time per week in the 1991-1992 school year. In the 1992-1993 school year, all teachers shall have a minimum of 200 minutes of preparation time per week, with every effort given to schedule a preparation period every day, but in no case less than 4 out of 5 days.
- C. The time from arrival of the teacher to arrival of the students and the time from departure of the students and the departure of the teacher shall be consultation time.
- D. Employees shall have a minimum daily duty-free lunch period equal to that of the students.
- F. Employees may leave the building without permission after notifying the main office during their duty-free lunch period, and with permission from the building administrator during their non-pupil contact period.
- G. Employees shall be required to attend one meeting per month after school. The meeting shall be no more than 45 minutes in length. The agenda for the meeting shall be distributed to all employees a minimum of 72 hours in advance. A tentative schedule will be given at the beginning of the school year.
  - The C.S.A. shall have the option of calling an additional three meeting per year, if needed, with 72 hours notice. However, in the case of emergencies, the 72 hour notice shall be waived.

### ARTICLE X SALARIES

The salaries of all employees covered by this Agreement are set forth in Schedule "A" and Schedule "B", which is attached hereto and made a part hereof.

- A. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal installments. Paychecks shall be issued on the 15th and the last workday of every month, except when Sections C and D apply.
- B. Teachers assigned to perform their usual professional duties after the normal academic school year shall be compensated at a pro rata salary based upon their preceding year's salary.
- C. When a pay days falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous work day.
- D. Employees shall receive their final checks on the last working day in June if said employee is present. If the employee is not present, the check will be mailed to the employee unless other arrangements have been made.
- F. Employees may individually elect to participate in a tax shelter annuity program, with deductions automatically taken out of their paycheck. This shall begin in the 1992-1993 school year. There shall be only one carrier.

# ARTICLE XI. EVALUATION

Ample time shall be afforded employees to carry out recommendations for improvement.

The direct Supervisor shall meet with the employee within five (5) working days of an observation to discuss the evaluation.

Evaluation meetings shall take place at the employee's place of employment, during the employee's regular working hours.

# ARTICLE XII. NON-PROFESSIONAL AND NON-TEACHING DUTIES

- A. Any employee who is required by the Board to drive to activities which take place away from the school building shall be compensated at the rate of the Board's policy for the use of his/her own automobile.
- B. No employee shall be required to perform any duty outside the usually accepted duties of a classroom employee as per job description and/or the student's I.E.P. as pertains to the employee(i.e.--nursing, transportation coordinator, calling of temporary personnel, verification of hours of other employees).

### ARTICLE XIII. SICK LEAVE

All Employees shall be entitled to ten (10) days of personal sick leave each school year, with pay, as of the first official day of said school year. Unused sick leave days accrued during service within the school district only shall be accumulated with no maximum limit. Employees shall be give a written account of accumulated sick leave days no later than September 30th of each school year.

ARTICLE XIV. ASSIGNMENTS.

A list of open positions shall be made available to all employees in the district before seeking outside applications. The position openings shall be posted in the main office and each building representative shall be notified.

### ARTICLE XV. TEMPORARY LEAVES OF ABSENCE

- A. At the beginning of each school year, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
  - Illness in the immediate family. 1 days per year (wife, husband, children, or others in the same household.
  - 2. Bereavement Leave. 4 consecutive calendar days plus one additional if needed (mother, father, wife, husband, child, brother, sister, mother-in-law, father-in-law, or others in the same household). One day for aunts, uncles, grandparents, nieces, nephews).
  - 3. Personal Business. 2 days (48 hours notice needed). No reason need be stated for one.
    Unused personal days may be accumulated as sick days.
    No personal day may be taken before or after a holiday or the first or last day of school without permission of the C.S.A.

### ARTICLE XVI. EXTENDED LEAVES OF ABSENCE

- A. Any employee seeking to use sick leave for reasons associated with pregnancy shall notify her supervisor of her intent to apply for leave of absence upon becoming aware of her pregnancy. At least sixty (60) days in advance of the leave, the employee shall file with the Superintendent a request for such leave.
- B. The Board shall grant child rearing leave of absence, without pay, immediately following the conclusion of sick leave associated with childbirth or commencing on a date following the birth of the child, to any employee upon request, in accordance with applicable statutes, regulations and State agency decisions for the balance of the school year in which the leave is requested. Employees shall be granted a leave of absence, without pay, for child rearing purposes for a maximum of two full school years following the school year in which the initial child-rearing leave occurs, depending upon the request of the individual employee. Return may be either in September or January, with a notice confirming intent to return expected at least ninety (90) days prior to the conclusion of the leave.

Employees adopting a child shall receive similar leave. Ninety days notice shall be given. An employee who requests less time will be granted such request if a qualified replacement can be found, as determined by the C.S.A.

Employees shall not move to the next step of the salary guide upon his/her return unless he/she was not on unpaid leave for a minimum of 120 school days during the school year that leave began.

# ARTICLE XVII. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. With advance approval of the Superintendent, the Board shall reimburse teachers for courses taken to the extent of one hundred percent of the tuition fee. The maximum allowable tuition rate shall be based on the New Jersey State College rate. Said reimbursement shall be contingent upon satisfactory completion of the course(C average or better), and shall be made at the end of the school year and following the completion of the work, and evidence of an official transcript from the college. The course shall be related to the field in which the teacher is employed.

The total obligation of the Board shall be no more than \$2500 in the 1991-1992 school year. The maximum amount of credits allowable for each teacher shall be 6, unless there is money left in the cap. Then teacher(s) shall be allowed to take additional reimbursed course(s). If tuition exceeds the cap when teachers have taken six or less credits, then the amount of tuition reimbursement shall be pro-rated among all those eligible.

In the 1992-1993 school year, the cap shall increase to \$3000 and the maximum amount of credits shall increase to 9. All other provisions of the second paragraph shall stay in effect.

- B. Employees will not be required to attend school during the NJEA annual convention.
- C. When attending the NJEA convention, each employee (maximum of 2) shall be reimbursed for round trip mileage, (maximum of 320 miles) based upon the rate established in Article XII.

### ARTICLE XVIII. INSURANCE COVERAGE

A. The Board agrees that it will provide full family coverage health care insurance. The Board's obligation shall be limited to the following monthly premiums:

·	1991-1992	1992-1993
(1) Single	\$186.00	\$228.00 2736.00
(2) Husband and Wife	\$406.00	\$498.00 5976.00
(3) Family	\$473.00	\$580.00 6960.00
(4) Employee and Child	\$271.00	\$332.00 3984.00

- B. The Board shall provide to each employee a description of the health care insurance coverage provided under this Article, setting forth a clear description of the conditions and limits of the policy.
- C. The Board agrees it will provide employees with a full family coverage dental care insurance in the 1992-1993 agreement year. Such coverage shall have a \$25 deductible with 100/70/50 co-insurance clauses.

# ARTICLE XIX. DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its employees dues for the Warren County Special Services Education Association, the Warren County Education Association, the New Jersey Education Association and the National Education Association.

# ARTICLE XX. PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of an employee is not an appropriate concern or attention of the Board, except as it may directly prevent the employee from performing properly his/her assigned functions during the work day.
- B. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the school district, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

# ARTICLE XXI. MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes the contract for the terms of said Agreement, and The Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- B. 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.
- C. Any employee contract between the Board and a employee, hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If the aforesaid teaching contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.
- D. Copies of this Agreement shall be reproduced at the expense of the Board, and presented to all employees 30 days after formal agreement by the Board of Education has been reached or with the letter of intent, whichever is the later date.
- Nothing in this Agreement shall operate retroactively.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by registered letter at the following addresses:

Board:

Board of Education

Association:

President of the Association at the address as filed with the Board of Education

G. Tentative individual assignments for the upcoming school year shall be mailed to each employee by July 1st.

H. An inter-building communication system shall be established to ensure delivery of all communication within a timely manner.

J. No.

# ARTICLE XXII. DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1991, and shall continue in effect until June 30, 1993, subject to the Association's right to negotiate over a successor agreement as provided in Article II, and further provided that the Association is still the majority representative of the certificated teaching personnel in the district.
- B. The Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties to this Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.
- C. The Board the Association agree to commence negotiations pertaining to a contract covering the 1993-1994 school year as per Article II of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, to be signed by their respective Presidents and attested to by their respective Secretaries on the day and year first above written.

EDUCATION ASSOCIATION	BOARD OF EDUCATION
ByPresident	By President
ATTEST	ATTEST
BySecretary	By

Step       BA       BA+15       MA       MA+30         A       24,850       25,350       26,350       27,350         B       25,300       25,800       26,800       27,800         C       26,250       26,750       27,750       28,750         D       27,300       27,800       28,800       29,800         E       28,450       28,950       29,950       30,950         G       31,050       31,550       32,550       32,550       32,200         H       32,550       33,050       34,050       35,650       35,050         J       35,800       36,300       37,300       38,300         K       37,600       38,100       39,100       40,100	1991-1992	ry Guide		.)	
/.400	Step A B C D E F G H I J	24,850 25,300 26,250 27,300 28,450 29,700 31,050 32,550 34,150 35,800	25,350 25,800 26,750 27,800 28,950 30,200 31,550 33,050 34,650 36,300	26,350 26,800 27,750 28,800 29,950 31,200 32,550 34,050 35,650 37,300	27,350 27,800 28,750 29,800 30,950 32,200 33,550 35,050 36,650

# Teacher Salary Guide 1992-1993

Step A B C D E F G H I J K L	BA 25,900 26,350 26,850 27,850 28,950 30,200 31,500 32,950 34,550 36,200 37,950	BA+15 26,400 26,850 27,350 28,350 29,450 30,700 32,000 33,450 35,050 36,700 38,450	MA 27,400 27,850 28,350 29,350 30,450 31,700 33,000 34,450 36,050 37,700 39,450	MA+30 28,400 28,850 29,350 30,350 31,450 32,700 34,000 35,450 37,050 38,700
	39,900	38,450 40,400	39,450 41,400	40,450 42,400

### Teacher Assistances 1991-1992

Step

10,200 812 10,510 8.2512 10,640 A В

C

### 1992-1993

Step

A 10,200

В 10,640 С 10,960