

CONTRACT

between the

BOARD OF EDUCATION OF
THE BOROUGH OF WATCHUNG

and the

WATCHUNG BOROUGH
EDUCATION ASSOCIATION

3-year Contract

July 1, 2016 to June 30, 2019

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July 1, 2016 - June 30, 2019

PREAMBLE

This Contract is entered into as of the 1st day of July 2016, by and between the Board of Education of the Borough of Watchung, hereinafter, the "Board" and the Watchung Borough Education Association, hereinafter, the "Association."

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining concerning the terms and conditions of employment for all certified personnel whether under contract at the date of this Contract, on leave, or who come under contract within the duration of this Contract.
1. The Contract shall include:
 - a. Classroom teachers
 - b. Learning Disabilities Specialists
 - c. Reading teachers
 - d. Nurses
 - e. Guidance Counselors
 - f. Library/Media Specialists
 - g. Speech Therapists
 - h. Social Workers
 - i. Supplemental teachers
 2. The Contract shall exclude:
 - a. Secretaries
 - b. Custodial Supervisor and custodial staff
 - c. Teacher aides
 - d. Superintendent of Schools
 - e. Principals
 - f. Assistant Principals
 - g. Board Secretary/Business Administrator
 - h. Psychologist
 - i. All supervisors and directors
 - j. Computer technicians
 - k. Network Administrator/Technical Specialist
 3. Any new job function(s) created by the Board shall be identified as either included or excluded and the Association shall be notified in writing as to whether the new job function(s) shall be included within or excluded from the Contract. Such placement shall be subject to negotiation if mutual agreement is not reached as to the inclusion or exclusion of said job function(s).
- B. Unless otherwise indicated, the term "teachers" or "qualified teachers" when used hereinafter, shall refer to all professional employees represented by the Association in the collective bargaining unit.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The Board and the Association agree to enter into collective bargaining consistent with the New Jersey Employer-Employee Relations Act, Chapter 123, Public Laws of 1974 (the "Law"), in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment.
- B. Neither party in any collective bargaining shall have any control over the selection of the negotiating representatives of the other party.
- C. The number of negotiators from each party shall not exceed five (5) people. Either party may add consultants, resource people, and legal counsel.
- D. Meetings between both parties will be held as frequently as needed to carry out the intent of the Law.
- E. Notification shall be given at least forty-eight (48) hours prior to a meeting, whenever possible. Meetings shall begin and end at a mutually agreed time. The starting time of meetings may also be changed by mutual agreement. At the conclusion of each meeting, the next meeting will be scheduled by mutual agreement.
- F. An agenda for the next meeting shall be mutually agreed upon prior to the adjournment of each meeting. Both the Board and the Association shall, whenever possible, provide each other with written proposals of items to be discussed at least forty-eight (48) hours prior to a scheduled meeting.
- G. This procedure shall not be modified in whole or in part unless mutually agreed.
- H. Representatives of the Board's and the Association's collective bargaining committees shall meet from time to time for the purpose of reviewing the administration of the Contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- I. Each party agrees that a written copy of any information regarding the collective bargaining proceeding will be provided to the other party prior to the publication of such information.
- J. For the successor negotiations, a scattergram will be developed and mutually agreed upon reflecting the status of the salary of the members of the bargaining unit as of October 15, 2019.

ARTICLE III

GRIEVANCE PROCEDURE

- A. Declaration of Purpose: It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of teachers through procedures under which they may present grievances, free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.
- B. Definitions
1. A grievance is a claim by an employee (a) that there has been as to him or her a violation, misinterpretation, or inequitable application of any of the provisions of the Contract, or (b) that he or she has been treated unfairly or inequitably by reason of any act or condition which is contrary to Board policy, administrative practice, or decisions, governing or affecting him or her. As used in this definition, "employee" shall also mean a group of employees having the same grievance.
 2. An "aggrieved person" or "grievant" is the person or persons, including the Association, making the claim.
 3. A "party in interest" is the person or persons making the claim and any person, including the Association, who is involved in the grievance.
- C. Procedure
1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered the maximum and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement.
 2. In the event a grievance is filed on or after June 1st, in any year, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.
 3. To be considered under this procedure, a grievance must be initiated by the aggrieved person within forty-five (45) calendar days of its occurrence.
 4. The Association shall become involved at any or all levels of the grievance procedure.
 5. All grievances may be carried through all levels of this grievance procedure.
 6. Level One
 - a. A teacher with a grievance shall notify his or her Principal or, in a building that has no Principal, the Superintendent, either directly or through the Association's designated representative. Within five (5) school days from the date he or she receives such notification, the Principal or the Superintendent shall discuss the problem with the grievant in good faith with the objective of resolving the matter informally.

- b. The Principal shall notify the grievant orally of the disposition of the grievance within five (5) school days after such discussion.
- c. In the event that the grievant is not satisfied with the disposition of his or her grievance, or in the event that he or she does not receive notice of its disposition within five (5) school days after having notified his or her Principal of the grievance, he or she may, within five (5) school days after receiving the notice of disposition, file a written grievance with his or her Principal.
- d. Within five (5) school days after receiving the written grievance, the Principal shall render a written decision to the grievant.

7. Level Two

- a. If the grievance is not resolved to the satisfaction of the grievant he or she may file the written grievance from Level One with the Superintendent within five (5) school days after having received the written decision from Level One.
- b. The Superintendent, or his or her designee, shall represent the Administration at this level of the grievance procedure. Within five (5) school days after the written grievance and decision from Level One are filed with the Superintendent at Level Two, the Superintendent shall hold a hearing on the grievance.
- c. The Superintendent shall render a written decision on the grievance within five (5) school days after the conclusion of the hearing.
- d. In the event the building has no principal, Level Two will be omitted in that building. In this case, the Superintendent shall render a written decision to the grievant at Level One within five (5) school days after receiving the written grievance.

8. Level Three

- a. In the event that the grievant is not satisfied with the disposition of his or her grievance at Level Two, or in the event that no decision has been rendered by the Superintendent within five (5) school days after the conclusion of the hearing, the grievant may appeal the grievance to the Board by notifying the Superintendent in writing within five (5) school days.
- b. The Board shall meet with the grievant by the next regularly scheduled Board meeting after the appeal is filed to review the relevant facts presented in Level Two.
- c. The Board shall render a written decision on the grievance within fifteen (15) school days after the meeting.

9. Level Four

- a. In the event that the grievant is not satisfied with the disposition of his or her grievance at Level Three, he or she may, within five (5) school days after being notified of the Board's decision, request in writing that the Association submit his or her grievance to arbitration. In the event that the Board does not render a decision within fifteen (15) school days after having met with the grievant, he or she may, within five (5) school days, request in writing that the Association submit his or her grievance to arbitration. If the Association determines that the grievance is valid, it may submit the grievance to arbitration by so notifying the Superintendent within five (5) school days after receipt of the request for submission from the grievant.
- b. The Board and the Association shall then attempt to agree on an arbitrator to determine the particular grievance being submitted. If no agreement is reached regarding the choice of an arbitrator within three (3) calendar days of the receipt by the Superintendent of the request for arbitration, the parties shall jointly ask the American Arbitration Association to select an arbitrator pursuant to its rules and procedures.
- c. The arbitrator so selected shall confer with representatives of the Board and the Association and begin hearings as soon as possible. The arbitrator shall issue his or her recommendations within thirty (30) calendar days after he or she has concluded the hearings.
- d. The arbitrator's decision and award shall be in writing and shall be nonbinding.
- e. The costs of the arbitrator's services shall be borne equally by the Board and the Association.

D. Rights of Teachers to Representation: Any grievant may be represented at all stages of the grievance procedure by himself or herself, or at his or her option, by representative(s) of his or her own choosing. When a grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Principal, or in a building with no principal, the Superintendent. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved does not wish to do so.

1. Copies of all grievance documents, communications, and records shall be filed separately from the personnel files of the participants.
2. In consultation with the Association, the Superintendent shall develop forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents. These forms shall be available to all staff.

ARTICLE IV
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests: a register of certificated personnel; tentative budgetary requirements and allocations, when feasible in the opinion of the Board; agendas and minutes of all public board meetings; census data; and the names and addresses of all teachers.
- B. The Association shall be provided with one (1) copy of the currently approved budget no later than one (1) week after it is placed on file in the Board Secretary's office.
- C. Whenever, by agreement of the Board and the Association, any representative of the Association or any teacher is scheduled to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he or she shall suffer no loss in pay.
- D. Representatives of the Association, the Somerset County Education Association, the New Jersey Education Association, the National Education Association, and the insurance programs, mutual fund programs, and other such agencies from which the Association would like to obtain information, shall be permitted to transact official Association business, other than meetings referred to in Paragraph E below, on school property at all reasonable times, provided that this shall not interfere with, or interrupt, normal school operations. Before transacting any business, all such representatives shall report to the building Principal's office, in accordance with established procedures.
- E. The Association and its representatives shall have the right to use school buildings at all reasonable hours with the approval of the Superintendent.
- F. The Association shall have the right to use the school facilities and equipment, including copy machines, other duplicating equipment, calculators, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- G. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association meeting notices. The Association and the building Principals shall mutually agree upon the location of Association bulletin boards in each room. Copies of all posted materials on such bulletin boards shall be given to the building Principal, but no approval shall be required.
- H. The Association shall have the right to use the inter- and intra-school mailboxes for distribution of materials to teachers without the approval of building principals or members of the Administration.
- I. At the discretion of the building Principal, the President of the Association may be allowed to leave his or her respective building immediately following bus dismissal for purposes of conducting Association business

ARTICLE V

WATCHUNG INSTRUCTIONAL COUNCIL

- A. The purpose of the Council shall be to strengthen the education program of the school district through study and recommendations of how to best meet the needs of the students, the school, and the community. The Council may consider such matters as curriculum improvement, teaching techniques, extra-curricular programs, in-service training, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, educational specifications for buildings, and other related matters regarding educational programs.
- B. The Council shall convene as need arises at the request of the Board, the Administration, or the teaching staff, with the mutual consent of all parties. Membership on the Council shall be flexible, according to the specific needs addressed, but will include at least one representative each as selected by the Board, by the Administration, and by the Association.
- C. A report on the findings and/or recommendations of the Council shall be submitted in writing to the Board and staff. The Board, through its administrators, shall respond in a reasonable time thereafter indicating its disposition of the report.
- D. The Board shall appropriate up to \$200.00 to the Council for its expenses. Additional expenses must be approved in advance.
- E. The Council shall encourage the initiation of ideas and projects, and shall seek information for its deliberations from all parties interested in the educational programs of the school district.

ARTICLE VI

TEACHING LOAD

A. Work Year

1. The school calendar shall be set forth annually by the Board and shall be presented to the Association no later than June 1st of the current year. Prior to adoption, the Association shall be allowed to bring to the Board, through the Superintendent, any date or dates that it feels should be considered as non-school days.
2. Effective September 1, 2002, the in-school work year of teachers employed on a ten-(10) month basis shall not exceed 189 days for existing staff and 191 days for new staff each year. The 189 or 191 days shall reflect 184 student days, up to two (2) orientation days at the beginning of the year for all teachers, up to three (3) in-service days scheduled throughout the year for all teachers, and up to two (2) additional introduction days for new teachers.
3. A part-time teacher is a teacher who works less than full time.
4. The Board has the responsibility for the administration of the school calendar. Additional days required to fulfill state requirements will be added by the Board at the end of the school year, through June 30, before using any scheduled vacation days or holidays.

B. Work Days

1. The teachers' workday shall not exceed seven (7) hours for full-time teachers, except when their presence is required by the Administration at a faculty/professional meeting outside the normal workday. There may be up to five (5) faculty/professional meetings per month per teacher that may last up to one (1) hour beyond the workday. A one-(1) week notice of a professional meeting is required except in the case of an emergency as determined by the Administration or the Board. Two (2) faculty meetings per month will be scheduled at the beginning of the school year in consultation with the teachers.
2. A faculty/professional meeting as described above is defined as a district-wide meeting, building meeting, grade-level meeting, training session, curriculum development meeting, in-service meeting, liaison meeting, or committee or workshop meeting.
3. Professional meetings are not meetings related to student progress, student evaluation, or extra-curricular activities. Professional meetings are also not meetings with parents or the Child Study Team, or members thereof, or meetings that are convened to discuss professional development standards.
4. The Board may schedule meetings that are voluntary or non-mandatory in nature. No teacher shall be disciplined for failure to attend any such voluntary or non-mandatory meeting. Voluntary or non-mandatory meetings shall not be considered professional meetings.
5. On Fridays, PTO nights, and days preceding holidays, teachers may leave at the close of the school day. Teachers shall remain in school at least until the last bus has departed.

6. Attendance at evening events held on Monday through Friday, with the exception of Back-to-School night and evening parent conferences, shall be paid at the chaperone rate. Teachers in stipend positions whose job description requires attendance at the evening program will not be paid the additional chaperone rate.
- C. Teacher Responsibilities: Teachers will not be required to perform the following duties except in emergencies as determined by the Administrators and/or the Board:
1. Supervision of the outside loading and unloading of children on school buses at Valley View School and the unloading of children at Bayberry School;
 2. Playground supervision of children before school and following the lunch period; and/or
 3. Classroom custodial responsibilities beyond the normal, reasonable care of the room as determined by the building Principal.
- D. Lunch Period: Teachers employed for 3 ½ hours per day or more shall have a duty-free lunch period of thirty (30) minutes. Special schedules for part-time teachers may be agreed upon by the individual teacher to allow part-time teachers the option of concentrating hours in one or more days without a lunch period.
- E. Preparation Periods
1. Full-time teachers in grades K-8 shall have at least one (1) preparation period of not less than thirty-five (35) continuous minutes per day with no assigned duties within the student day.
 2. There will be 280 minutes of preparation time per week per Valley View teacher and 265 minutes of preparation time per week per Bayberry teacher. There shall be a guarantee of at least one (1) forty-(40) minute block each day within the student day. The remainder of the preparation time shall be scheduled in blocks of not less than twenty (20) minutes each within the student day. No assigned duties will be required by the Administration during such times.
 3. Part-time teachers will be entitled to pro-rated preparation periods corresponding to the current preparation time of full-time teachers in the school in which they teach.
 4. Every effort shall be made to obtain a substitute in a teacher's absence. If a substitute is not provided, teachers may be assigned to cover classes. A teacher assigned to cover a class shall be compensated at the rate of \$31.35 per period, except on days when the covering teacher has two or more preparation periods. On such days, there shall be no compensation for loss of one (1) preparation period.

F. Notice of Assignment

1. In the event of a change in grade level and/or subject assignment, a teacher shall be given preliminary notice in writing at least two (2) weeks prior to the final decision. During this time, the teacher shall be given an opportunity to meet with the Administration to discuss the change of assignment.
2. The teacher shall receive final written notice of a change of assignment no later than June 15th of any year.
3. If a change of assignment occurs after July 1st, and before the first work day of the fall term, the teacher shall be notified in accordance with Paragraph F (1) above and shall be compensated for one (1) full day at the summer curriculum rate, if moving a classroom is necessary.

G. Travel Time: The Board and Association agree that all teachers traveling between schools shall have fifteen (15) minutes of travel time in addition to guaranteed preparation time and a duty-free lunch period.

ARTICLE VII

PERSONNEL FILE

- A. File: A teacher shall have the right, upon request, to review the contents of his or her official personnel folder maintained by the Superintendent's office, except for letters of reference, but including letters from parents.
- B. Obsolete Material: Within a three-(3) year period, a teacher will be entitled to review and indicate those documents and/or other materials in his or her file which he or she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his or her designee and if the Superintendent, or his or her designee, agrees that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
- C. Derogatory Material: No material derogatory to a teacher's conduct, service, or character or personality shall be placed in his or her personnel file without notification to the teacher. The teacher shall then have an opportunity to review the material and shall acknowledge such opportunity by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall, within twenty (20) days after his or her review of the material, have the right to submit a written answer to such material and his or her answer shall be reviewed by the Superintendent or his or her designee, and attached to the file copy.
- D. No Separate File: Although the Board agrees to protect the confidentiality of personnel references, academic credentials, and other similar documents it shall not establish any other separate personnel file that is not available for the teacher's inspection. However, the Principals and/or Superintendent may continue to keep anecdotal notes that will be for their exclusive use as an aid in writing evaluations. These notes are not to be considered as a part of a teacher's official personnel file.
- E. Right to Know: When a teacher is asked by the Superintendent or his or her designee for an assessment of an accusation made against him or her, the teacher has the right to know the name of the party registering the complaint. An accusation is defined as "being accused of a misdeed, an injustice, wrongdoing, or error in judgment." When a complaint made against a teacher by a party becomes a part of his or her personnel file, the teacher has the right to know the name of the complainant.
- F. Termination of Employment: Final evaluation of a teacher upon termination of his or her employment shall be concluded prior to severance and no document or other material shall be placed in the personnel file of such teacher after severance.

ARTICLE VIII

TEACHER EVALUATION

- A. Non-tenured Teachers: Non-tenured teachers shall be observed by the building Principal, or in a building with no principal, the Superintendent, at least three (3) times in each year, to be followed in each instance by a written observation report and by a conference between the teacher and the administrator for the purpose of identifying any deficiencies, and extending assistance for their correction and improvement of instruction. The final observation will occur no later than April 15th of the then current year. The dates of these observations may be waived by agreement between the Board and the Association. Each observation shall consist of at least one full lesson of in-classroom observation. If a teacher begins employment after the start of the school year, the observation dates and intervals will be prorated.
- B. General Procedure (All Teachers)
1. All observations of a teacher's performance shall be conducted openly and with the knowledge of the teacher.
 2. At least one (1) day before any conference in which an observation will be discussed, the teacher shall be given a copy of the observation report. The written observation shall be completed and in the teacher's possession within ten (10) school days after the observation. No such report shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher.
 3. The written observation is to be signed by the teacher before it is placed in the teacher's personnel file. At the teacher's discretion, the teacher may append a signed statement to the written observation.
 4. The written reports shall include:
 - a. Strengths of the teacher
 - b. Weaknesses of the teacher
 - c. Specific suggestions as to measures which the teacher might take to improve the teacher's performance in each of the areas wherein weaknesses have been indicated.
- C. Specific Procedures
1. Refer to Teacher Evaluation Policy and Process Manual
 2. Teacher Evaluation Process Manual is to be reviewed annually by the Administration and teachers.

D. Evaluation and Observation Timelines: The Superintendent shall establish supervisory procedures in accordance with New Jersey Statutes and Administrative Code with evaluation and observation timelines at a minimum as set forth in paragraphs 1. and 2. hereafter.

1. Observations

<u>Category</u>	<u>Minimum No./Yr.</u>	<u>Suggested Time Frame</u>
Non-tenure	3	Prior to: 12/19; 2/16; 4/15
Tenure	1	Prior to: 4/1

2. Evaluations

- a. Annual Written Performance Report (Prior to April 30th)
- b. Post-Evaluation Conference (Prior to April 30th)
- c. Evaluation Reports forwarded to Superintendent (Prior to April 15th)
- d. Teacher Notification of Employment Status (By May 15th)
- e. Preparation of Profession Improvement Plan (Between April 1st and close of school year)

E. Purpose

1. Review of performance
2. Review of available indicators of pupil progress and growth toward the program objectives to be appended to the Annual Performance Report in consultation with the staff member.

ARTICLE IX

EXTRA-CURRICULAR ACTIVITIES

- A. An extra-curricular activity is an activity offered to a group of students in more than one class that meets on a specific schedule outside of regular school hours.
- B. Any compensated morning activity must be completed by the time established by the Administration.

C. SET FEE ACTIVITIES

1. The Board agrees to pay the salaries listed below for extra-curricular activities approved by the Superintendent.
2. The salary for any new inclusion to the following list will be negotiated between the representatives of the Board and the Association, including the Association's chief negotiator.
3. The level of effort for each set fee activity shall be mutually defined by the teacher, the Association's chief negotiator, and the Principal, and if necessary, the Superintendent, to assure satisfactory results.

	Set Fee Activity	2016-2017	2017-2018	2018-2019
Gr. 5-8 Boys' Basketball	\$3,990	\$3,990	\$3,990	\$3,990
Gr. 5-8 Girls' Basketball	\$3,990	\$3,990	\$3,990	\$3,990
Gr. 5-8 Boys'/Girls' Track & Field (3 people permitted)	\$2,494	\$2,494	\$2,494	\$2,494
Girls' Softball	\$2,494	\$2,494	\$2,494	\$2,494
Boys' Baseball	\$2,494	\$2,494	\$2,494	\$2,494
Coordinator of Extra-Curricular Activities	\$2,468	\$2,468	\$2,468	\$2,468
Yearbook Advisor -- Computer Produced (2 people maximum)	\$2,494	\$2,494	\$2,494	\$2,494
Photographer -- Yearbook & District	\$998	\$998	\$998	\$998
Student Council (2 people maximum)	\$2,576	\$2,576	\$2,576	\$2,576
Community Outreach Club (VV) (2 people maximum)	\$2,576	\$2,576	\$2,576	\$2,576
Cheerleading	\$2,494	\$2,494	\$2,494	\$2,494
Valley View Theater Productions				
Director (2 people maximum)	\$1,993	\$1,993	\$1,993	\$1,993
Assistants (2 people maximum)	\$1,661	\$1,661	\$1,661	\$1,661

Overnight Chaperone	\$319	\$319	\$319
Family Math & Family Science	\$914	\$914	\$914
Gym Supervisor (per home contest)	\$48.69	\$48.69	\$48.69
Chaperone (Supervision of school-related activities as required by Administration, per hour)	\$35.80	\$35.80	\$35.80

Payment for lunchroom, bus, and playground supervisors will be at the chaperone rate. Payment will be made for the time rendered. Anyone working as a lunchroom, bus, or playground supervisor for less than one-half hour shall be paid for a full half-hour.

Dean of Students	\$3,891.08	\$3,891.08	\$3,891.08
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(If two people share this position, the \$3,891.08 stipend shall be divided between the people sharing the position.)

Technology Advisor	\$1,500.00	\$1,500.00	\$1,500.00
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D. UNIT FEE ACTIVITIES

- Unit fee activities are based upon a unit schedule of ten (10) sessions of one (1) hour in duration at Bayberry School and ten (10) sessions of 1.5 hours in duration at Valley View School. No fewer than five (5) sessions of a unit may be offered with the rate of pay prorated. Proposals for new unit fee activities will be submitted to the Association for determination of eligibility in the unit fee category. Activities may be suggested by staff, parents, administrators, Board members, or other interested persons. However, only the Board has the authority to determine whether the activity will be offered. The Superintendent, in consultation with the Principal and the teacher who will conduct the activity, will establish the number of units for each new activity. No teacher can be assigned an activity in this category if he or she does not wish to do so. If it is determined that the activity belongs in the Set Fee category, the stipend will be negotiated.
- Unit Fee compensation will be as follows:

School	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
Bayberry	\$358.11	\$358.11	\$358.11
Valleyview	\$537.14	\$537.14	\$537.14

*Bayberry, 1 unit equals 10 hours of work

*Valleyview, 1 unit equals 15 hours of work

3. The following is a list of Unit Fee Activities that have been approved by the Board and the Association. The number of units listed below reflects the number assigned for the activity the last time it was offered. If necessary, the number of units may be changed in accordance with the procedure outlined in Paragraph D (1) above. These activities may be offered in either school.

<u>Unit Fee Activity</u>	<u>Unit(s)</u>
Photography Club	1 unit
Computer Club/Digital Imaging Club	2 units
Newspaper Club (VV)	4 units
Literature & Art Club	1 unit
Foreign Language Club	1 unit
Environmental Club	2 units
Jazz Band	4 units
Jump Rope Club (BB)	1 unit
Arts & Crafts Club	1 unit
Literature/Book Club	1 unit
Drama Club	1 unit
Peer Mediation Coordinator	3 units
Homework Club	1 unit
Bayberry Buddies	1 unit
District Honor Band	1.5 units
Math Club	1 unit
Algebra Club	1 unit
Bridge Club	1 unit
Community Service Club (BB)	2 units
Select Choir	1 unit
Girls on the Run	3 units
Bayberry Bookers	1.5 units
Girls on Track	3 units
Pursuit of Excellence	4 units shared between 6 teachers
History Club	1 unit
Wind Ensemble	1 unit

4. Additionally, the following may be offered in their respective schools.

a. At Bayberry, eight (8) individual units of selected athletic games and activities may be offered each Fall and Spring, grouped according to:

Early Primary	1 unit
Middle Primary	1 unit
Upper Primary	1 unit

b. At Valley View, intramural activities are an extension of the regular physical education program and provide students the opportunity to further develop social, emotional, and physical skills through play and competition. These intramurals are offered year-round when facilities are available and/or the weather cooperates. The activities reflect student interest, and all students participate equally. Should the total number of activities exceed 17 units, Board and Administrative approval will be required.

Adventure Education	Golf
Aerobics	Gymnastics (Tumbling)
Badminton	In-Line (Roller) Hockey
Bowling	Lacrosse
Cross Country	Soccer
Cycling (Bike Riding)	Softball
Dance	Speedball
Fishing	Tennis
Flag Football	Track & Field
European Handball (Team Handball)	Ultimate Frisbee
Field Hockey	Volleyball
Floor Hockey	Wrestling

ARTICLE X

SALARIES

A. The salaries of all teachers covered by this Contract are set forth herein; the salaries of supplemental teachers shall be paid as described below. Salaries of teachers who work less than, or more than, the full school year shall be prorated.

1. Teachers employed on a ten-(10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments or twenty (20) approximately equal semi-monthly installments (September through June) with two monthly installments on July 15 and August 15, for a total of twenty-two (22) installments.
2. All teachers shall receive their paychecks through direct deposit. Teachers may choose their own financial institution for this service.
3. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
4. Teachers shall receive their final June paycheck and pay schedule for the following school year on the last working day in June.
5. All teachers shall be given notification of contract renewal or non-renewal for the following school year no later than May 15th of each year, and the teachers shall thereafter notify the Board of their intention to accept or reject such contract, if offered, within two (2) weeks after receipt of such notice.
6. Upon employment, the Board shall determine on which step of the salary guide a teacher will be placed, plus credit for military service up to four years. The Board may give credit for any other experience at its discretion.
7. The Board may withhold by majority vote in any school year, the employment increment, or the adjustment increment, or both, of any teacher, for inefficiency or other good cause. It shall be the Board's duty, within ten (10) days to give written notice of such action, together with the reasons therefore, to the teacher concerned. The teacher may appeal in accordance with the law.

B. Salary adjustments for teachers who accrue credits for a higher level of education shall be as follows:

1. One-half of the annual credit increment will be paid effective January 1st when fall session courses are completed.
2. Full credit increment will be paid when spring and summer session courses are completed, effective September of the new school year.
3. The Superintendent must receive an official transcript of satisfactory course completion before the Board approves salary adjustments.
4. Teachers shall provide notice by February 15 that they anticipate receiving a salary adjustment for the following school year.

C. Special Education Extended School Year Program: Teacher compensation for the pre-K – Grade 8 Special Education Extended School Year Program shall be prorated hourly based upon the teacher's step-on-guide rate as indicated in the Contract. Teaching responsibilities shall be in accordance with the number of days and hours dictated by the NJDOE Extended School Year requirements.

D. Summer Curriculum

1. Summer curriculum committee members' pay shall be at the following rates per 3.5-hour session.

<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
\$121.98	\$121.98	\$121.98

2. The Administration reserves the right to recommend additional days required to complete the curriculum guides.

3. Each summer curriculum chairperson will receive an additional stipend of \$100 for each curriculum written. This stipend will compensate for finalizing and assembling the document and presenting the revised curriculum at a Board meeting.

E. Supplemental Teachers: Supplemental Teachers shall be compensated on an hourly basis. Compensation at said hourly rate shall in no way prejudice any rights the supplemental teachers may have under the law. The salaries shall be increased by the percentages applicable to the salary guides in each year of the Contract. The hourly compensation rate shall be as follows:

<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
\$62.00	\$63.55	\$65.14

F. Child Study Team Summer Case Management: Child Study Team (CST) members will be reimbursed at an hourly rate for evaluations, reports, and meetings approved by the CST Director. The total time per pupil should not exceed seven (7) hours. Prior approval of the CST Director must be obtained before any meeting or evaluation is scheduled. Time sheets must be completed and submitted to the CST Director before September 1st. The hourly compensation rate shall be as follows:

<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
\$51.25	\$51.25	\$51.25

ARTICLE XI

TEACHER SALARY GUIDES 2016-2017

Borough of Watchung Public Schools

A. Year One

<u>Step</u>	<u>BA</u>	<u>BA+12</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>6 Yr.</u>	<u>Doct.</u>
1	51,635	52,155	52,415	53,195	57,355	58,135	58,915	59,435	61,515
2-3	52,135	52,655	52,915	53,695	57,855	58,635	59,415	59,935	62,015
4-5	52,935	53,455	53,715	54,495	58,655	59,435	60,215	60,735	62,815
6	53,735	54,255	54,515	55,295	59,455	60,235	61,015	61,535	63,615
7	54,535	55,055	55,315	56,095	60,255	61,035	61,815	62,335	64,415
8	55,335	55,855	56,115	56,895	61,055	61,835	62,615	63,135	65,215
9-10	56,630	57,150	57,410	58,190	62,350	63,130	63,910	64,430	66,510
11-12	57,930	58,450	58,710	59,490	63,650	64,430	65,210	65,730	67,810
13	60,425	60,945	61,205	61,985	66,145	66,925	67,705	68,225	70,305
14	63,020	63,540	63,800	64,580	68,740	69,520	70,300	70,820	72,900
15	65,715	66,235	66,495	67,275	71,435	72,215	72,995	73,515	75,595
16	68,510	69,030	69,290	70,070	74,230	75,010	75,790	76,310	78,390
17	71,505	72,025	72,285	73,065	77,225	78,005	78,785	79,305	81,385
18	74,700	75,220	75,480	76,260	80,420	81,200	81,980	82,500	84,580
19	78,095	78,615	78,875	79,655	83,815	84,595	85,375	85,895	87,975
20	80,175	80,695	80,955	81,735	85,895	86,675	87,455	87,975	90,055
21	81,325	81,845	82,105	82,885	87,045	87,825	88,605	89,125	91,205
OG	82,618	83,138	83,398	84,178	88,338	89,118	89,898	90,418	92,498

1. Only employees who were paid on the BA+12 in 2007-08 are eligible for this column.
2. Longevity will be years of service in the district. Longevity is calculated monthly according to the date of hire and payment will be prorated accordingly. Part-time teachers (PT) are given credit for years in Watchung according to their contracted Full-Time Equivalent (FTE). For example, a part-time teacher working .8 FTE earns .8 year in Watchung. In two years, that teacher will have accrued 1.6 years of service.

Teachers with Service in Watchung

10-14 years	\$1,000
15-19 years*	\$2,500
20-24 years	\$5,000
25-29 years	\$5,500
30+ years	\$6,000

*The teacher who falls within the longevity category 15-19 years as of June 30, 2008, shall continue to receive only the amount set forth in the 2005-2008 agreement.

Those individuals earning longevity as of June 30, 2016 shall be capped at their 2016-2017 level for the term of their employment. Current employees will be permitted to enter the current longevity up to June 30, 2019. All employees earning longevity shall be capped at their 2018-2019 level for the term of their employment.

Those employees not earning longevity by June 30, 2019 shall earn longevity according to the following schedule of one time payments:

At 10 Years:	\$500
At 15 Years:	\$750
At 20 Years:	\$1,000

3. Compensation as listed in the guide shall be granted for satisfactory completion of graduate college courses approved in advance by the Superintendent. All course credits must be earned subsequent to the Bachelor's degree to qualify for additional compensation.
4. Course credits may be earned prior or subsequent to the awarding of a Master's degree.
5. The six-year level consists of thirty (30) graduate credits earned subsequent to achieving a Master's degree. The credits must lead to an educationally-defined objective, such as, but not limited to, a specialist degree, a six-year level certificate, or a Doctorate degree. This program must be approved by an institution of higher learning or receive written approval of the college in which the teacher is enrolled.
6. Any teacher who has earned a Doctorate degree from a college or university whose accreditation is accepted by the Board shall receive an additional \$2,000.00 above the step for which he or she qualifies on the six-year level.
7. Teachers must actually work 91 days during the work year to be eligible for receiving any vertical increment.

TEACHER SALARY GUIDES 2017-2018

Borough of Watchung Public Schools

B. Year Two

<u>Step</u>	<u>BA</u>	<u>BA+12</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>6 Yr.</u>	<u>Doct.</u>
1-2	52,615	53,150	53,418	54,220	58,500	59,303	60,105	60,640	62,780
3-4	53,355	53,890	54,158	54,960	59,240	60,043	60,845	61,380	63,520
5-6	54,100	54,635	54,903	55,705	59,985	60,788	61,590	62,125	64,265
7	54,850	55,385	55,653	56,455	60,735	61,538	62,340	62,875	65,015
8	55,600	56,135	56,403	57,205	61,485	62,288	63,090	63,625	65,765
9	56,835	57,370	57,638	58,440	62,720	63,523	64,325	64,860	67,000
10-11	58,835	59,370	59,638	60,440	64,720	65,523	66,325	66,860	69,000
12-13	61,035	61,570	61,838	62,640	66,920	67,723	68,525	69,060	71,200
14	63,535	64,070	64,338	65,140	69,420	70,223	71,025	71,560	73,700
15	66,050	66,585	66,853	67,655	71,935	72,738	73,540	74,075	76,215
16	68,565	69,100	69,368	70,170	74,450	75,253	76,055	76,590	78,730
17	71,080	71,615	71,883	72,685	76,965	77,768	78,570	79,105	81,245
18	73,595	74,130	74,398	75,200	79,480	80,283	81,085	81,620	83,760
19	76,110	76,645	76,913	77,715	81,995	82,798	83,600	84,135	86,275
20	78,625	79,160	79,428	80,230	84,510	85,313	86,115	86,650	88,790
21	80,725	81,260	81,528	82,330	86,610	87,413	88,215	88,750	90,890
22	81,825	82,360	82,628	83,430	87,710	88,513	89,315	89,850	91,990
OG	83,118	83,653	83,921	84,723	89,003	89,806	90,608	91,143	93,283

1. Only employees who were paid on the BA+12 in 2007-08 are eligible for this column.
2. Longevity will be years of service in the district. Longevity is calculated monthly according to the date of hire and payment will be prorated accordingly. Part-time teachers (PT) are given credit for years in Watchung according to their contracted Full-Time Equivalent (FTE). For example, a part-time teacher working .8 FTE earns .8 year in Watchung. In two years, that teacher will have accrued 1.6 years of service.

Teachers with Service in Watchung

10-14 years	\$1,000
15-19 years*	\$2,500
20-24 years	\$5,000
25-29 years	\$5,500
30+ years	\$6,000

*The teacher who falls within the longevity category 15-19 years as of June 30, 2008, shall continue to receive only the amount set forth in the 2005-2008 agreement.

Those individuals earning longevity as of June 30, 2016 shall be capped at their 2016-2017 level for the term of their employment. Current employees will be permitted to enter the current longevity up to June 30, 2019. All employees earning longevity shall be capped at their 2018-2019 level for the term of their employment.

Those employees not earning longevity by June 30, 2019 shall earn longevity according to the following schedule of one time payments:

At 10 Years:	\$500
At 15 Years:	\$750
At 20 Years:	\$1,000

3. Compensation as listed in the guide shall be granted for satisfactory completion of graduate college courses approved in advance by the Superintendent. All course credits must be earned subsequent to the Bachelor's degree to qualify for additional compensation.
4. Course credits may be earned prior or subsequent to the awarding of a Master's degree.
5. The six-year level consists of thirty (30) graduate credits earned subsequent to achieving a Master's degree. The credits must lead to an educationally-defined objective, such as, but not limited to, a specialist degree, a six-year level certificate, or a Doctorate degree. This program must be approved by an institution of higher learning or receive written approval of the college in which the teacher is enrolled.
6. Any teacher who has earned a Doctorate degree from a college or university whose accreditation is accepted by the Board shall receive an additional \$2,000.00 above the step for which he or she qualifies on the six-year level.
7. Teachers must actually work 91 days during the work year to be eligible for receiving any vertical increment.

TEACHER SALARY GUIDES 2018-2019

Borough of Watchung Public Schools

C. Year Three

Step	BA	BA+12	BA+15	BA+30	MA	MA+15	MA+30	6 Yr.	Doct.
1	53,290	53,840	54,115	54,940	59,340	60,165	60,990	61,540	63,740
2-3	53,790	54,340	54,615	55,440	59,840	60,665	61,490	62,040	64,240
4-5	54,290	54,840	55,115	55,940	60,340	61,165	61,990	62,540	64,740
6-7	55,025	55,575	55,850	56,675	61,075	61,900	62,725	63,275	65,475
8	55,785	56,335	56,610	57,435	61,835	62,660	63,485	64,035	66,235
9	57,325	57,875	58,150	58,975	63,375	64,200	65,025	65,575	67,775
10	59,325	59,875	60,150	60,975	65,375	66,200	67,025	67,575	69,775
11-12	61,625	62,175	62,450	63,275	67,675	68,500	69,325	69,875	72,075
13-14	63,925	64,475	64,750	65,575	69,975	70,800	71,625	72,175	74,375
15	66,225	66,775	67,050	67,875	72,275	73,100	73,925	74,475	76,675
16	68,525	69,075	69,350	70,175	74,575	75,400	76,225	76,775	78,975
17	70,825	71,375	71,650	72,475	76,875	77,700	78,525	79,075	81,275
18	73,125	73,675	73,950	74,775	79,175	80,000	80,825	81,375	83,575
19	75,425	75,975	76,250	77,075	81,475	82,300	83,125	83,675	85,875
20	77,725	78,275	78,550	79,375	83,775	84,600	85,425	85,975	88,175
21	80,025	80,575	80,850	81,675	86,075	86,900	87,725	88,275	90,475
22	82,325	82,875	83,150	83,975	88,375	89,200	90,025	90,575	92,775
OG	83,618	84,168	84,443	85,268	89,668	90,493	91,318	91,868	94,068

1. Only employees who were paid on the BA+12 in 2007-08 are eligible for this column.
2. Longevity will be years of service in the district. Longevity is calculated monthly according to the date of hire and payment will be prorated accordingly. Part-time teachers (PT) are given credit for years in Watchung according to their contracted Full-Time Equivalent (FTE). For example, a part-time teacher working .8 FTE earns .8 year in Watchung. In two years, that teacher will have accrued 1.6 years of service.

Teachers with Service in Watchung

10-14 years	\$1,000
15-19 years*	\$2,500
20-24 years	\$5,000
25-29 years	\$5,500
30+ years	\$6,000

*The teacher who falls within the longevity category 15-19 years as of June 30, 2008, shall continue to receive only the amount set forth in the 2005-2008 agreement.

Those individuals earning longevity as of June 30, 2016 shall be capped at their 2016-2017 level for the term of their employment. Current employees will be permitted to enter the current longevity up to June 30, 2019. All employees earning longevity shall be capped at their 2018-2019 level for the term of their employment.

Those employees not earning longevity by June 30, 2019 shall earn longevity according to the following schedule of one time payments:

At 10 Years:	\$500
At 15 Years:	\$750
At 20 Years:	\$1,000

3. Compensation as listed in the guide shall be granted for satisfactory completion of graduate college courses approved in advance by the Superintendent. All course credits must be earned subsequent to the Bachelor's degree to qualify for additional compensation.
4. Course credits may be earned prior or subsequent to the awarding of a Master's degree.
5. The six-year level consists of thirty (30) graduate credits earned subsequent to achieving a Master's degree. The credits must lead to an educationally-defined objective, such as, but not limited to, a specialist degree, a six-year level certificate, or a Doctorate degree. This program must be approved by an institution of higher learning or receive written approval of the college in which the teacher is enrolled.
6. Any teacher who has earned a Doctorate degree from a college or university whose accreditation is accepted by the Board shall receive an additional \$2,000.00 above the step for which he or she qualifies on the six-year level.
7. Teachers must actually work 91 days during the work year to be eligible for receiving any vertical increment.

ARTICLE XII

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the teachers' salaries, dues for the Watchung Borough Education Association, the Somerset County Education Association, the New Jersey Education Association, and/or any other association as said teachers individually and voluntarily authorize the Board to deduct.
- B. Teachers who are not members of the Association will be assessed a Representation Fee determined by the Association. This fee shall not exceed 85% of the relevant member dues.

ARTICLE XIII

PROFESSIONAL IMPROVEMENT

- A. The Board shall pay the full cost of tuition and instructional materials related to courses, workshops, seminars, conferences, in-service training sessions, or other such sessions that a teacher is required and/or requested to take by the Administration or New Jersey State regulations.
- B. A teacher who is mandated by New Jersey State regulations to take a course(s) in the areas in which he or she is currently employed, and if such course(s) are not available at a New Jersey public institution of higher education, will be reimbursed for the tuition for the course(s) at the full cost. Such courses are subject to Paragraphs D (1) and D (2) below.
- C. Subject to all other provisions of this Article, in contract years 2016-2019, approximately \$20,000 shall be available for distribution for Professional Improvement.
- D. Subject to Section C of this Article, any teacher desiring to take approved graduate course(s) for his or her own professional improvement shall be reimbursed at the full tuition rate charged by a New Jersey public institution of higher education, plus the cost of course materials up to \$100, but excluding fees. It is preferred that such courses be taken at an institution accredited by NCATE, TEAC, or Middle States Association's Commission on Higher Education or the equivalent regional accrediting body.
 1. Courses including online courses must be approved in advance by the Superintendent. All courses must be taken at an authorized institution of higher education as defined in N.J.S.A. 18A:3-15.3.
 2. Pursuant to statute, in order to be eligible for reimbursement, the teacher must obtain a final grade average of B or better, for each course which reimbursement is sought and shall submit the teacher's official transcripts, tuition, course and receipt of payment to the college or university.
 3. Maximum Course Credits
 - a. Tenured teachers may take a maximum of twelve (12) credits per year with no more than six (6) credits per semester. During the summer, each tenured teacher may take a maximum of twelve (12) credits. Summer course work shall be defined as courses commencing close to or after the end of the school year.
 - b. Teachers working in the district after completing three years of their employment shall be reimbursed up to (6) credits per year for any approved course.

4. Any employee with the exception of employees who are not renewed, reduced-in-force, have a change in residence as a result of the transfer of a spouse or adult in a spousal like relationship, or takes courses at the request of the Superintendent, who receives tuition reimbursement agrees to remain an employee for three years following the last date the tuition reimbursement is paid to the employee with the following conditions for repayment:

- a. If the employee fails to remain an employee for a period of one year from the date the tuition reimbursement is paid, the employee agrees to immediately repay 100% of the money received as tuition reimbursement.
- b. If the employee fails to remain an employee for a period of two years from the date the tuition reimbursement is paid, the employee agrees to immediately repay fifty percent (50%) of the money received as tuition reimbursement.
- c. If the employee remains an employee for a period in excess of two years from the last date the tuition reimbursement is paid, the employee shall have no obligation to repay tuition reimbursement.

E. The Board shall pay the rate of \$10.00 per day for a maximum of two (2) days to each teacher who attends the New Jersey Education Association Convention.

ARTICLE XIV

SICK LEAVE

- A. All teachers employed as of the first official day of each school year shall be entitled to twelve (12) sick leave days whether or not they report for duty that day. Unused sick leave shall be cumulative.
- B. Additional sick leave benefits shall be allowed to teachers at the discretion of the Board.
- C. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.
- D. Unused Sick Days
1. Unused sick days will accumulate annually.
 2. Reimbursement at retirement for accumulated, unused sick days is capped at 200 days.
 3. The total number of accumulated sick days will remain available for the teacher to use in case of illness.
- E. Payment upon retirement for unused sick leave shall be \$70 per day for sick leave accumulated prior to or during the year of retirement. The teacher may elect a lump sum payment at the time of retirement or at the first January pay period of the year following the effective date of retirement. When the retiring teacher receives the lump sum payment, he or she will be responsible for paying all State, Local and Federal taxes and FICA payments. In the event that the employee predeceases the payment, the amount shall be remitted to the teacher's estate.
- F. Eligibility
1. In order for a teacher to be eligible for the retirement benefit, the Board must be notified in writing of the intent to retire by February 15th of the year in which the teacher intends to retire. The year of retirement is the year in which the person was actually performing contracted duties. In the case of a bona fide emergency, this notification requirement may be waived at the Superintendent's discretion in consultation with the Board.
 2. The Board must complete and submit the "Certification of Service and Final Salary" to the Division of Pensions, Bureau of Retirement, or be in receipt of the request for such action from the Pension Fund.
 3. This benefit is available to any teacher who retires and seeks immediate benefits or who selects "deferred retirement" as defined by the Teachers' Pension and Annuity Fund (TPAF) policies and regulations. Such "deferred retirement" benefit, without interest, will only be available if it is taken within five (5) years of the staff member's retirement without penalty, as defined by TPAF, from the Watchung school district. The reimbursement due will be paid without interest within sixty (60) days of the Board's receipt of a copy of the "Notice of Retirement Approval" from TPAF. This Notice must be received within one (1) year of the teacher's last day of employment in the district. No payment will be made until the teacher completes the last day of employment in the district.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be granted the following temporary, non-cumulative leaves of absence with full pay each year:
1. Up to three (3) days of absence for legal, business, household, medical, or family matters that require absence during school hours. Application to the teacher's principal or other immediate supervisor for such leave shall be made, in writing, at least three (3) days before taking such leave (except in emergencies). The application for such leave shall certify that the matter requires absence during school hours, but need not state the reason for taking such leave. No personal days will be available on the day before or after the following vacations recesses: NJEA Convention, Thanksgiving, December, New Year's Day, Martin Luther King, Jr. Day, February, Spring Recess (March/April) and Memorial Day. In the case of a bona fide reason, this limitation may be waived at the Superintendent's discretion.
 2. Days for the purpose of visiting other schools or attending meetings of an educational nature, at the discretion of the Superintendent.
 3. Up to two (2) days each for two (2) representatives of the Association to attend conferences and conventions of state and national affiliated organizations.
 4. Time necessary for appearances in any legal proceeding connected with a teacher's employment or with the school system.
 5. Up to five (5) days in the event of illness of a teacher's spouse, child, parent, or any other relative of the immediate household that requires the attendance of the teacher ("family illness days"). If necessary, up to two (2) of a teacher's accumulated sick days may be converted to family illness days, with clarification, if requested. However, such teacher must have a minimum of ten (10) accumulated sick days remaining immediately after the transfer.
 6. Up to five (5) days at any one time in the event of the death of a teacher's spouse, child, parent, brother, sister, or spouse's parent or any other relative of the immediate household.
 7. Up to two (2) days per year for attendance at funerals of friends or relatives not covered in Paragraph A (6) above.
 8. The Board for good reason may grant other extension of a specific leave of absence with pay.
- B. Leave time and pay for temporary active duty of any unit of the U.S. Reserves or the State National Guard shall be provided as required by law, so long as such obligations cannot be fulfilled when school is not in session.
- C. Leaves taken pursuant to Paragraphs A and B above shall be in addition to any sick leave to which the teacher is entitled.

- D. Unused personal days shall be included with accumulated sick days to be paid at retirement. Unused personal days will be accumulated and be part of the sick day bank reimbursed at the same rate. Maximum combined accumulation is 200 days. Such unused personal days will begin accumulating with the commencement of the 1992-1993 contract. Accumulation of unused personal days will be for remuneration only.

Footnote to Article X V

The following language was deleted from this Article in the 1979-1980 Agreement in compliance with the law. The Association agreed, with the stipulation that if the law is reversed, the language will be reinstated. The language read as follows: "Days for observation of religious holidays appearing on the list published by the State Board of Education shall be granted upon request."

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay for one (1) or two (2) school years shall be granted to any one tenured teacher at only one time who joins the Peace Corps, VISTA, or National Teacher Corps, or serves as an exchange teacher and is a full-time participant in such programs or accepts a Fulbright Scholarship.
- B. Military leave shall be granted as provided by law.
- C. Child Care Leave: A teacher may request a leave of absence for childcare, without pay, and such leave shall be granted by the Board subject to the following conditions. It shall be the teacher's obligation to notify the Superintendent, in writing, of his or her intention to take childcare leave, sixty (60) days prior to when the leave is expected to commence. A childcare leave shall be limited to a maximum of two (2) years. If all or part of the second year is requested, the Board may, at its discretion, require the teacher to return at the beginning of the nearest school year. The granting of a childcare leave under this Article shall not impose upon the Board any obligation to grant or extend a leave of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained. Childcare leave does not accrue for longevity.
- D. Maternity Leave: Maternity leave shall be defined as the actual period of disability due to pregnancy or a related illness. Maternity leave will be routinely given for a two-month period surrounding the teacher's due date. Any additional claim of disability would require a physician's signature. Accumulated sick leave may be used for maternity leave at the discretion of the teacher involved. Maternity leave does not accrue for longevity. Leave taken pursuant to the New Jersey Family Leave Act and Family Medical Leave Act shall be taken concurrently.
- E. The Board for good reason may grant other leaves of absence without pay.
- F. Return from Leave
1. Upon return from granted leave, pursuant to Paragraph A or B, above, a teacher shall be considered as if he or she were actively employed by the Board during the leave and shall be placed on the salary guide at the level he or she would have achieved if he or she had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Paragraph C above. Granting of increment credit for time spent on a leave pursuant to Paragraph D above shall be at the discretion of the Board.
 2. All benefits to which a teacher was entitled at the time his or her leave of absence commenced, including unused, accumulated sick leave and credits toward sabbatical eligibility, if and when such leave becomes part of this Contract, shall be restored to the teacher upon his or her return, and he or she shall be assigned to the same position held at the time said leave commenced, if available, or if not, to a position within his or her certification.
- G. Requests for, and approval of, all leaves and extensions, or renewal of leaves shall be in writing.

- H. A teacher whose leave of absence terminates during the current school year shall notify the Superintendent by February 1st of that year of his or her intention to return to active employment for the following school year. Failure to do so shall be construed as intention not to return.
- I. Supplemental teachers shall be entitled to all provisions of this Article except Paragraph A.

ARTICLE XVII

INSURANCE PROTECTION

A. Medical Insurance

1. Premium Payments

- a. Teachers shall contribute an amount established by P.L.2011, Chapter 78 toward the payment of premiums. This shall not include additional premiums paid by the teacher.
 - b. The Board shall pay the remainder of the health plan premiums for each qualified teacher enrolled in the PPO or POS. Where appropriate, the Board shall pay the remainder of the health plan premiums for their spouse and dependents.
 - c. Teachers employed prior to July 1, 2013 must work at least 22 hours to be eligible for health benefits. Teachers employed July 1, 2013 or after must work at least 25 hours or more to be eligible for health benefits.
2. The co-pay for all qualified teachers enrolled in the PPO Plan shall be increased to \$20 for Primary Care Physician, and \$40 for Specialist effective as soon as possible after ratification of the Agreement. The PPO out of network benefit shall be modified from 80/20 to 70/30 as soon as possible after ratification of the Agreement.
 3. Qualified teachers hired after June 30, 2008, may only enroll in the POS Plan and shall not be eligible for the incentive payment described in Paragraph A (6) below. However, such teachers may enroll in the PPO Plan if they pay 5% of the cost of the PPO Plan premium. Qualified teachers who have met the requirements for tenure shall be eligible to enroll in the PPO Plan at no cost to the teacher.
 4. Teachers new to the district shall be entitled to reimbursement by the Board for health care insurance for the initial sixty (60)-day waiting period. The teacher shall be responsible for the acquisition of the health care insurance during this period and shall submit paid receipts to the Board in order to qualify for reimbursement. The reimbursement shall not exceed the cost of the current applicable premium for the Traditional Plan provided by the district.
 5. The Board shall provide health care insurance through Horizon Blue Cross/Blue Shield of New Jersey. The program shall be as set forth in the memorandum dated February 9, 1999 and as attached to this Contract. Health insurance coverage shall include two (2) options: PPO and POS.

6. As an incentive for teachers to select POS, the Board shall compensate teachers who opt for the POS coverage, an amount equal to 40% of the premium difference between the PPO rate and the POS rate based on their category of coverage (single, family, husband/wife, parent/child); provided, however, that qualified teachers hired after June 30, 2008, shall not be eligible for such compensation.
7. The Board shall provide a cash option for teachers who waive health care insurance benefits. Such payment shall be 40% of the POS rate for their category of coverage. The Board shall establish a Section 125 Plan in order to effectuate this option, if necessary. The payment shall be made by June 30th of each year.
8. The Board shall distribute to each teacher a full description of his or her health care insurance plan as provided by the health care carrier.
9. The Board has the right to pursue comparable health insurance coverage with a recognized health insurance carrier and submit same to the Association for approval.
10. The Board shall establish a Section 125 Flexible Spending Plan to enable all qualified teachers to set aside fixed, pre-tax salary amounts to be used for medical and dental expenses, in accordance with United States Federal Income Tax Laws and Regulations.

B. Dental Care Insurance

1. Coverage
 - a. The Board will provide dental care insurance for teachers and their spouses as outlined in the Horizon Dental Plan; provided, however, that in the case of qualified teachers hired after June 30, 2008, the Board will provide dental care insurance only for such teachers.
 - b. For all employees, a deductible of \$50 per person, \$100 for a two-member family, or a maximum of \$150 dollars for a family of three (3) or more shall apply to such dental care insurance, but shall be waived for Class I Preventive and Diagnostic Benefits.
2. Upon acceptance of an application for insurance, upon changes in the insurance programs, or upon request, the Board will provide each teacher with a plan-description booklet.
3. Upon acceptance of an application for insurance, each teacher will be provided with an I.D. card and insurance booklet, and all rights of insured teachers will be determined by the actual terms of the Group Master Contract. The Board shall not be responsible to the insured teacher for any error or omission therein, or in such card or master policy.
4. The Board has the right to pursue comparable dental insurance coverage with a recognized health insurance carrier and submit same to the Association for approval.

5. Family Coverage

- a. The Board agrees to arrange for family dental protection at the expense of a qualified employee hired prior to June 30, 2008, through payroll deductions.
- b. The Board agrees to arrange for parent/child, spouse, or family dental protection at the expense of a qualified teacher hired after June 30, 2008, through payroll deductions.

6. The Board shall provide a cash option for teachers who waive dental care insurance benefits. Such payment shall be 40% of the dental coverage rate for their category of coverage. The Board shall establish a Section 125 Plan in order to effectuate this option, if necessary. The payment shall be made by June 30th of each year.

C. Vision Protection: The Board agrees to arrange for the enrollment of qualified teachers in a vision protection plan at the expense of such qualified teachers through payroll deductions.

D. Disability Income Insurance

1. The Board will provide disability income protection as outlined in the Standard Insurance Company master contract, hereinafter referred to as the Disability Plan, and as designated below. The Board shall pay the full premium for each qualified teacher to the time stated in Paragraph D (3)(c) below. To be qualified, a teacher must be employed at ³/₄ or more of full time.
2. Qualified teachers will be eligible on the first day of active employment.
3. Disability Plan provisions are detailed in the Master Policy and shall include, but not necessarily be limited to:
 - a. Elimination Period:
Accident —180 days
Sickness — 180 days
 - b. Maximum duration for any one period of total disability:
Disabled Prior to Age 60: Accident, to age 65; Sickness to age 65
Disabled Age 60 or Later: Accident to age 70; Sickness to age 70
 - c. Benefits of 67% of the teacher's salary (based on a 12-month year), but not greater than \$2,500.00 per month, less any benefit paid or payable under Primary Social Security, Worker's Compensation, and other private or group plan, or occupational disease law. May be extended to a maximum of \$5,000.00 per month, at the teacher's expense for as long as allowed by the carrier.
4. Upon acceptance of the application for insurance, each teacher will be provided with a certificate of such insurance, and all rights of insured teachers will be determined by the actual terms of such certificate and the master contract. The Board shall not be responsible to the insured teacher for any error or omission therein, or in such certificated or master plan.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to, and consistent with, the terms and conditions of this Contract. If an individual contract contains any language inconsistent with this Contract, this Contract, during its duration, shall be controlling.
- B. This Contract shall be printed within ninety (90) days after it is signed and presented to all teachers now and/or hereafter employed, with costs thereof shared by the Board and the Association.
- C. Prorated Benefits:
1. Professional Improvement (Article XIII), Sick Leave (Article XIV), and Temporary Leave of Absence [(Article XV, Paragraph A (1), A (7))] shall be prorated for a teacher who works less than the full year.
 2. Salaried teachers who work full days will have the following adjustment in personal days [(Temporary Leave of Absence, Article XV, Paragraph A (1))]:
 - a. Three-(3) day-per-week teachers who would have 1.8 personal days will be entitled to 2.0 personal days.
 - b. Four-(4) day-per-week teachers who would have 2.4 personal days will be entitled to 3.0 personal days.
 - c. Unused personal days will be paid at the fractional personal-day calculation, i.e., 1.8 or 2.4 days.
- D. If any provision of this Contract, or any application of this Contract to any teacher or group of teachers, 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 and applications shall continue in full force and effect.
- E. This Contract represents and incorporates the complete and final understanding and settlement by the parties of all issues, which were, or could have been, the subject of negotiations. During the term of this Contract, neither party will be required to negotiate with respect to any such matter whether or not covered by the Contract and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated this Contract.
- F. The Board shall post mentor positions and agrees to give primary consideration to qualified candidates. The Board shall pay a mentoring fee of \$550 or the rate set by the State to a qualified teacher who is appointed to mentor a provisional teacher.

ARTICLE XIX

DURATION OF AGREEMENT

This Contract shall be in effect as of July 1, 2016, and shall continue in effect until June 30, 2019 .

This Contract shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.

In witness whereof, the parties hereto have caused this contract to be signed by the respective presidents and chief negotiators, and witnessed by the respective secretaries.

WATCHUNG BOROUGH
EDUCATION ASSOCIATION


 Michelle Klier
Education Association President

 Patricia Keane
Education Association
Negotiation Chair

 Kristen Heller
Education Association Secretary

BOARD OF EDUCATION
BOROUGH OF WATCHUNG
SOMERSET COUNTY, NJ

 Margulies
Board of Education President


Board of Education
Negotiation Chair


Board of Education Secretary

12/5/16

ADDENDUM TO CONTRACT
 between the
WATCHUNG BOARD OF EDUCATION
 and the
WATCHUNG BOROUGH EDUCATION ASSOCIATION

July 1, 2016 to June 30, 2019

Salary Guide Movement Chart

The following flowchart explains the salary guide movement for teaching staff members for the years 2016-2017, 2017-2018, and 2018-2019.

<u><i>Base</i></u> <u><i>2015-2016</i></u>	<u><i>Year 1</i></u> <u><i>2016-2017</i></u>	<u><i>Year 2</i></u> <u><i>2017-2018</i></u>	<u><i>Year 3</i></u> <u><i>2018-2019</i></u>
			1
	1 →	1-2 →	2-3
1-2 →	2-3 →	3-4 →	4-5
3-4 →	4-5 →	5-6 →	6-7
5 →	6 →	7 →	8
6 →	7 →	8 →	9
7 →	8 →	9 →	10
8-9 →	9-10 →	10-11 →	11-12
10-11 →	11-12 →	12-13 →	13-14
12 →	13 →	14 →	15
13 →	14 →	15 →	16
14 →	15 →	16 →	17
15 →	16 →	17 →	18
16 →	17 →	18 →	19
17 →	18 →	19 →	20
18 →	19 →	20 →	21
19 →	20 →	21 →	22
20 →	21 →	22 →	22
OG →	OG →	OG →	OG