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THIS BOOK DOES NOT CIRCULATE

A G R E E M E N T

between the

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

and the

WARREN TOWNSHIP EDUCATION ASSOCIATION

Amend. March, 1970-71

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PREAMBLE

This agreement entered into this 24th day of March 1970, by and between the Warren Township Board of Education, Warren, New Jersey, hereinafter called the "Board", and Warren Township Education Association, hereinafter called the "Association".

W I T N E S S E T H :

WHEREAS, the parties hereto have reached an agreement respecting the terms and conditions of employment of certain employees of the Board, the parties hereto, pursuant to Ch. 303, Laws of 1968, mutually agree as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified full-time teachers under contract, on leave or employed by the Board but excluding nurses, psychologists, social workers, supervisory and/or administrative personnel.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiation over a procedure in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 15 of the calendar year preceding the calendar year in which this agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. During negotiations, the Board and the Association may present relevant data, exchange points of view and make proposals and counterproposals.

ARTICLE III

GRIEVANCE PROCEDUREA. Definitions

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, Board policies or administrative decisions affecting a teacher or a group of teachers. Exclusion - a complaint of a non-tenure teacher which arises by reason of his not being re-employed.

B. Purpose

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

C. Procedure

1. Grievances must be processed as quickly as possible. The number of days indicated at each level is maximum. They may be extended only by mutual consent.
2. Level One - A teacher shall first discuss his grievance with his immediate superior, within five work days of its occurrence, to resolve the matter informally.
3. Level Two - If a mutually satisfactory resolution of the grievance is not communicated to the grievant within ten work days of Level One, he may forward his grievance in writing to the Superintendent. The Superintendent shall meet with the grievant and/or his representatives within ten work days of receipt. At his discretion, the Superintendent may require the presence of "the immediate superior" at that meeting.

4. Level Three - If a satisfactory resolution of the grievance has not been communicated to the grievant within ten work days of the Level Two meeting, the grievant and/or his representatives may submit the grievance to the Board of Education. Within fifteen work days of the receipt of grievance the Board shall notify the grievant as to whether or not a hearing will be held. If no hearing is set the grievant may proceed to Level Four. If a hearing is set, it must be at a mutually agreeable date within twenty work days of Board receipt of grievance. The grievant and/or his representatives would meet with the Board and/or its representatives. The Board's decision shall be communicated to the grievant within five work days of this meeting.
5. Level Four - Appeals beyond Level Three may be made as prescribed by law.

The filing of a grievance does not relieve the grievant of the responsibility for complying with administrative directive until such time as the grievance is resolved.

D. Miscellaneous

1. Decisions unsatisfactory to the aggrieved which are moved to the next step shall be in writing. The decisions and the reasons therefore shall be transmitted promptly to all parties in interest and to the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views with the approval of the grievant.
2. All meetings and hearings under the procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives.

ARTICLE IV

TEACHER AND BOARD RIGHTS

- A. Teacher rights shall be as covered in Chapter 303, Public Laws 1968.
- B. It is understood that the Board of Education is forbidden to waive any rights or powers granted to it by law.
- C. The teacher shall maintain the responsibility to determine grades based upon his professional judgement of available criteria pertinent to any given subject and/or activity for which he is responsible.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests available information concerning the financial resources of the district; i.e., A-4 audit, A-7 Report, agendas and minutes of all public board meetings, census data, individual and group teacher health insurance premiums relative to cost with names and classifications of illness to be withheld, and names and addresses of all teachers.
- B. (1) If both parties agree to meet during working hours any representative of the Association or any teacher participating in these negotiations, grievance proceeding (excluding Level Four) conferences, or meetings relative thereto shall suffer no loss of pay.

(2) It is recommended that all Level Four Grievance Procedures be conducted outside school hours. If this is not possible the cost of a substitute shall be deducted from the salary of the grievant and the Association representatives.
- C. Teacher-Administration Liaison Committee (TALC)

This Committee shall consist of representatives of the Association (a chairman and representative of each school) and the Superintendent of Schools. The Superintendent will act as Chairman of TALC. The Committee's function will be to review and discuss local school problems and practices and to make recommendations as to their correction and solution. (principal)

ARTICLE VI

SCHOOL CALENDAR

A. Prior to March 1 of each year TALC shall meet and make recommendations concerning the School Calendar. The Board will give due consideration to these recommendations in exercising its legal responsibility in adopting a school calendar.

B. The school year 1970-71 shall be ten calendar months extending from approximately September 1 to June 30. In no case shall this exceed 187 work days of which 184 are days in which students are in attendance.

C. It is desirable that the school calendar:

1. Be available by April 15.
2. Regional coordination be attempted as a matter of convenience to parents and children.

ARTICLE VII

TEACHING HOURS, LOAD, AND ASSIGNMENT

- A. All classroom and special teachers are to be in the building by 8:20 A.M. and will not leave the building before 3:20 P.M. except with permission of responsible administrative personnel. Back-up teachers must be available during the times of their duties. This in no way limits the necessary duties which require the teacher to stay longer.
- B. All teachers with the exception of reading, speech and instrumental music teachers, shall be notified in writing of their subject and grade level for the forthcoming year prior to the last day of school. If a change in assignment is required the affected teacher will be involved in the discussion prior to the change. A final teaching schedule will be provided to each departmental teacher as soon as available and in no case later than the opening day of school.
- C. Every effort will be made that 7th and 8th grade teachers of Science, Math, Language Arts, Social Studies and Foreign Language shall not be required to teach more than a total of two (2) subject areas, nor more than a total of three (3) teaching preparations at any one time.

ARTICLE VIII

NON-TEACHING DUTIES

A. The Board agrees to provide teacher aides at the following schools for the designated functions:

1. Mt. Horeb, Washington Valley and Woodland Schools - aides to cover noontime duties, A.M. bus duty, and P.M. bus duty.
2. Central School
Aides for lunchroom where the schedule necessitates such coverage.

B. The Association agrees to assist the Administration in setting up criteria for the selection of aides, training the aides, and in the evaluation of the aides.

C. Back-up teachers will be available for all aide duties.

ARTICLE IX

TEACHER EMPLOYMENT

- A. The Board will attempt to hire teachers with standard New Jersey certification for every full time teaching assignment. The Board of Education reserves the right, in cases of emergency, to employ new teachers to the system at any salary it may deem necessary, but will attempt to adhere to the salary guide at all other times when employing new personnel.
- B. 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the contractual school year in accordance with paragraph 2 below.
2. Full credit shall be given upon initial employment or re-employment for:
- a. All military experience up to four years.
 - b. Pertinent teacher related experience in Peace Corps, Vista, or National Teacher Corps
 - c. Actual time spent in teaching on a Fulbright Scholarship
 - d. Previous public teaching experience under a full year contractual agreement in a duly accredited school
 - e. Private and parochial school experience will be evaluated by the Board for salary guide credit.
3. The Board of Education may withhold for inefficiency, or other good cause, all or part of the employment increment of any teacher in any year by a majority vote of all members of the Board of Education. Written notice of such action, together with the reasons therefor, shall be given to the teacher concerned.

C. Professional Training shall be defined as follows:

1. Bachelor's Degree shall mean a bachelor's degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes, or proof of satisfactory completion of 128 semester hours in any college or university whose courses for the bachelor's degree are acceptable to the State Board of Examiners for certification purposes.
2. Bachelor's plus 30 shall mean proof of the satisfactory completion of 30 additional semester hours in graduate courses beyond the course requirements for the bachelor's degree in any college or university whose graduate courses for master's degree are acceptable to the State Board of Examiners for certification purposes.
3. Master's Degree shall mean a master's degree conferred by a college or university whose courses are acceptable to the State Board of Examiners for certification purposes.
4. Master's plus 30 shall mean proof of satisfactory completion of 30 additional semester hours in graduate courses in any college or university, or colleges or universities, whose graduate courses for the doctor's degree are acceptable to the State Board of Examiners for certification purposes.
5. Any teacher meeting the equivalency requirements may apply to the Board for salary guide equivalency recognition. Such application should be accompanied by complete official transcripts of all college work successfully completed and other documents necessary to assist the Board in properly evaluating the application.

D. Teachers shall be notified of their contract status, salary status and pay schedules for the ensuing year by April 15.

ARTICLE X

SALARIES AND FRINGE BENEFITS

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.
1. Teachers may individually elect to have approximately (12) twelve percent of their monthly salary deducted from their pay. These funds shall be paid to the teachers on or before July 15 and August 15.
 2. Teachers employed on a ten (10) month basis are to be paid in twenty (20) semi-monthly installments.
 3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
 4. A teacher shall receive his final check on or before June 30.
- B. Teachers achieving the next salary level on the guide through additional education shall be placed on that level effective February 1 (prorated) and/or September 1 consequent to certification by the Superintendent and by Board action subject to Article IX, B3.
- C. With prior approval of the Superintendent, teachers shall be reimbursed 75% of tuition costs not to exceed 75% of the current State University tuition for all successfully completed graduate courses. Exclusion - those courses necessary for certification to maintain the current position. Reimbursement shall be made twice a year (spring and fall).
- D. Medical Insurance
1. The Board shall provide full medical insurance for teachers and their dependents.
 2. This protection shall be comparable to that provided by:
 - a. Health Service Inc. - Major Medical
 - b. Blue Cross New Jersey - Basic
 - c. Rider J
 - d. Blue Shield - New Jersey - Basic
 3. The Board reserves the right to name the carrier.
 4. The Board agrees to ask the insurance carrier to provide a clear description of limits and coverage to each teacher.
- E. Compensation for the use of private automobiles for authorized Board activities shall be 10¢ per mile.

ARTICLE XI

TRANSFERS AND PROMOTIONS OF PERSONNEL

A. Notice of vacancies and promotional opportunities within the school district shall be forwarded to the Association for posting upon receipt, when school is in session. Teachers interested in applying for any of these vacancies may indicate their interest in writing to the Superintendent within ten (10) days of submission of the notice to the Association.

Teachers who wish to be informed of vacancies and promotional opportunities which may occur during the summer months shall leave a statement to that effect for the Superintendent prior to the close of school in June so notice of vacancies and promotional opportunities can be mailed to them.

B. Teachers may request a transfer within the school district or a change in instructional and/or grade level assignments within the scope of their certificates by notifying their school principal in writing prior to February 15 for the following school year.

C. Involuntary reassignments or transfers of school personnel shall be made only after consultation with the teacher affected, if the teacher can be reached. Notices of such transfers will be given to the teacher involved as soon as practical and only after all voluntary requests for this assignment or transfer have been carefully considered.

ARTICLE XII

TEACHER EVALUATION

A. Teachers shall be evaluated by the administration.

B. When monitoring or observing the work performance it shall be conducted openly and with full knowledge of the teacher.

C. A teacher shall meet with the evaluator to discuss the evaluation and may request additional meetings for further discussion. No such report shall be submitted to the Superintendent's office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

ARTICLE XIII

SICK LEAVE

A. Cumulative sick leave as defined in the New Jersey Statutes annotated 18A:30-1.

1. Ten days absence for personal illness with full pay in any school year (18A:30-2) for ten (10) month employees.

2. Unused days of sick leave shall be cumulative without limit, beginning from the date of the teacher's continuous employment by the Board 18A:30-3, 3.1.

3. Teachers while on leave of absence do not accumulate additional sick leave credit but are guaranteed their accumulated sick leave effective the date of their return to active service.

B. Any teacher whose personal illness extends beyond the period compensated under Paragraph 1 shall be granted a leave of absence with pay, the least of which would be the difference between the cost of a substitute and 1/200th of the teachers salary, the amount of which is at the discretion of the Board, for such time as is necessary for complete recovery from such illness but not to exceed the termination of the contract year. Upon return from leave, he shall be assigned to the same job, if available, or to a substantially equivalent position. Compensation of part time teachers shall be prorated.

ARTICLE XIV

TEMPORARY LEAVE OF ABSENCE

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

Upon approval of the Administration

1. Five days per occasion if required for death in the immediate family (spouse or child) three days per occasion if required for death of brother, sister, or parent.

2. For the conduct of personal affairs which cannot be handled outside school hours. A personal leave day cannot normally be used the day before or the day after a holiday or vacation period or the first or last day of teachers' school term. Application to the teacher's Principal shall ordinarily be made at least three days prior to the leave. Maximum allowance - three (3) days per year.

Upon approval of the Superintendent

1. For the purpose of visiting other schools or attending meetings or conferences of an educational nature.

2. For jury duty, maximum allowance - as required.

3. For appearance in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding, except where a teacher is suing the board, if the teacher is required by law to attend provided the employee is not a party to a suit, maximum allowance - as required.

4. Differential pay between salary and government pay shall be paid by the Board for temporary active duty with any unit of the U.S. Reserves or the State National Guard provided such obligation cannot be fulfilled when school is not in session. Maximum allowance - as required.

5. A maximum of two (2) days each for two representatives to attend conferences of NJEA and NEA shall be granted. -- Deduct cost of substitute.

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

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

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

B. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. She may request a maternity leave without pay, and said leave shall be granted. The effective date and the duration of the leave shall be at the discretion of the Superintendent.

C. The Board shall grant a leave of absence without pay to any teacher to serve in public office in accordance with the law, Title 18A:6-8.1; 8.2. No increment experience or credit will be granted for this leave nor shall such time count toward fulfillment of time requirements for tenure purposes.

ARTICLE XVI.

SUBSTITUTES

The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and should be discouraged, except in an emergency. When possible, if no substitute is available, the students involved shall be apportioned among the classes in session.

ARTICLE XVII.

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

The protection of the teacher in an event of injury or other action against his person is covered by legislation as listed below; the insurance coverage is maintained in accordance with the statutes.

- A. Title 18A:6-1. Use of reasonable force by teachers.
- B. Title 18:A16-6 Indemnity of officers and employees against civil actions.
- C. Title 18A:16-6.1. Indemnity of officers and employees in certain criminal actions.
- D. Title 18A:30-2.1 Payment of sick leave for service connected disability.
- E. Title 18A:37-2. Causes for suspension or expulsion of pupils.

ARTICLE XVIII

DEDUCTION FROM SALARY

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

ARTICLE XIX

MISCELLANEOUS PROVISIONS

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

ARTICLE XX

AMENDMENT AND DURATION OF CONTRACT

- A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- B. This Contract shall remain in full force and effect from July 1, 1970 to June 30, 1971.
- C. If at the time this Agreement would otherwise terminate the parties are negotiating for a new agreement, the terms and conditions hereof shall continue in effect so long as such negotiations voluntarily continue, and any new Agreement may be made retroactive to the date the new Agreement would otherwise have become effective.

In witness whereof the parties have executed this Agreement, the day and year first above written:

Board of Education of the Township of Warren

Attest: By _____ President

Negotiated by:

Secretary

Chairman Dr. Clarence H. Buurman

Members Mr. George Wilkening
Mr. Gerald Slotnick

Advisory Dr. Joseph Gattuso, Board President
Dr. Angelo L. Tomaso, Superintendent

Warren Township Education Association

Attest: By _____ President

Negotiated by:

Secretary

Chairman Mr. Richard Rundle

Members Mr. Beekman Beebe
Miss Carol Friend
Mr. Edwin Hawthorne
Mr. Thomas Walton

Advisory Mr. Franklyn Caswell
Mr. William Schmeisser
Mrs. Nancy Shaub
Mr. Robert Lund, W.T.E.A. President

SCHEDULE A

WARREN TOWNSHIP ELEMENTARY SCHOOLS

SALARY GUIDE 1970-71

| Years of Experience | P R O F E S S I O N A L T R A I N I N G | | | |
|---------------------------|---|-----------------------|--------------------|---------------------|
| | Bachelor's Degree | Bachelor's Plus 30 | Master's Degree | Master's Plus 30 |
| 0 | \$ 7,500 | \$ 7,800 | \$ 8,000 | \$ 8,400 |
| 1 | 7,800 | 8,100 | 8,300 | 8,700 |
| 2 | 8,100 | 8,400 | 8,600 | 9,000 |
| 3 | 8,450 | 8,750 | 8,950 | 9,350 |
| 4 | 8,850 | 9,150 | 9,350 | 9,750 |
| 5 | 9,250 | 9,550 | 9,750 | 10,150 |
| 6 | 9,650 | 9,950 | 10,150 | 10,550 |
| 7 | 10,000 | 10,300 | 10,500 | 10,900 |
| 8 | 10,350 | 10,650 | 10,850 | 11,250 |
| 9 | 10,700 | 11,000 | 11,200 | 11,600 |
| 10 | 11,050 | 11,350 | 11,550 | 11,950 |
| 11 | 11,350 | 11,650 | 11,850 | 12,250 |
| 12 | 11,650 | 11,950 | 12,150 | 12,550 |
| 13 | 11,950 | 12,250 | 12,450 | 12,850 |
| 14 | 12,250 | 12,550 | 12,750 | 13,150 |