

A G R E E M E N T

B E T W E E N

WARREN COUNTY SPECIAL SERVICES BOARD OF EDUCATION

AND

WARREN COUNTY SPECIAL SERVICES EDUCATION ASSOCIATION



July 1, 2006 to June 30, 2009

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PREAMBLE

THIS AGREEMENT, entered into this 1st day of July, 2006 by and between the Warren County Special Services Board of Education, hereinafter called the "Board", and the Warren County Special Services Education Association, hereinafter called the "Association".

WITNESSETH THAT

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

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

ARTICLE I
RECOGNITION

- A. 1. The Board hereby recognizes the Warren County Special Services Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment as defined in Section 7, Chapter 303, Public Laws of New Jersey of 1968, as amended by P.L. 1087, Chapter 12, 1974, for all certified teachers, certified therapists, certified child study team members, certified occupational therapy assistants, certified physical therapy assistants, certified and non-certified teacher and personal aides but excluding the Superintendent of Schools, the Board Secretary, the Secretary to the Superintendent, the Transportation Coordinator, the Director/Coordinator of Special Education (or Principal), and all employees whose only employment relationship with the Warren County Special Services School District is pursuant to services rendered as an independent contractor or employee of the same with the IRS definition and regulations for independent contractors.
2. The term "employee" when used hereinafter in this Agreement, shall refer to all annually employed and/or tenured, salaried employees represented by the Association in the negotiating unit as defined above.
3. The term "Board" shall include its officers and agents.
4. The term "teacher" shall refer to all those employees who are required to hold appropriate certificates issued by the state.
5. The term "teacher aide" will refer only to them.
6. The term "personal aide" will refer only to them.
7. The term "LPN/personal Aide" will pertain only to them.

8. The term "certified occupational therapy assistant" shall refer only to them.
9. The term "certified physical therapy assistant" shall refer only to them.

ARTICLE II
NEGOTIATIONS PROCEDURE

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

ARTICLE III
GRIEVANCE PROCEDURE

1. A "grievance" shall mean a claim by an employee that there has been misinterpretation, misapplication, or a violation of Board policy, this Agreement, or an administrative decision affecting him/her. A grievance to be considered under this procedure must be initiated by the employee or the Association within twenty (20) working days of the time the employee knew or should have known of its occurrence.
 - (a) Aggrieved Person--An "aggrieved person" is the person or persons and/or the Association making the claim.
 - (b) Party in Interest--A "Party in interest" is the person(s) making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.
2. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
4. It is understood that employees shall, during the pending of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance or any effect thereof, has been fully determined.
5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process.

6. **Level One**

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

7. **Level Two**

(a) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten(10) school days, he/she may set forth his/her grievance in writing to the Superintendent of Schools on a grievance form (to be mutually agreed upon).

(b) The Superintendent shall communicate his/her decision to the employee in writing, with reasons, within five (5) school days of receipt of the written grievance.

8. **Level Three**

If the grievance is not resolved to the employee's satisfaction, the employee, no later than ten (10) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision in writing, with reasons, within thirty (30) working days of receipt of the grievance by the Board Secretary.

9. **Level Four**

(a) If the decision of the Board does not resolve the grievance to the satisfaction of the employee, and the employee wishes review by a third party, he/she shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision. An employee, in order to process the grievance beyond Level Three, must have his/her request accompanied by the written recommendation for such action by the Association.

(b) No claim by an employee shall constitute a grievable matter beyond Level Three or be processed beyond Level Three if it pertains to (1) any matter for which a detailed method of review is prescribed by law, (2) any rules or regulations of the State Commissioner of Education, any by-law of the Board of Education

pertaining to its internal operation, but not to the violation, interpretation, or application, or such rules or regulations, or (3) any matter which according to law is beyond the scope of the Board authority.

10. Procedure for Securing the Services of an Arbitrator

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

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

11. Rights of Employees to Representation

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

12. **Miscellaneous**

- (a) Separate grievance file: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.
- (b) Forms: Forms for filing grievance, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- (c) Meetings and hearings: All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the Article.

13. **Costs**

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

ARTICLE IV
EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, as amended by P.L. 1087, Chapter 123, 1974, the Board hereby agrees that its employees shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted and lawful activities for mutual aid and protection. As a duly appointed body exercising a governmental power under the code of law of the State of New Jersey, the Board undertakes and agrees that it or its employed administrative or executive personnel will not directly or indirectly discourage, deprive or coerce any employee with respect to hours, salary, terms or conditions of employment, by reason of his/her membership in the Association, including collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding with respect to any term or condition of employment under, or aside from, the specific dates of this Agreement.

- B. Whenever an employee is required to appear before the Board or an administrator concerning any matter which could adversely affect the continuation of the employee in his/her office, position or employment, or salary or any increment pertaining thereto as stipulated in this contract, then he/she shall be given prior written notice (time and circumstances permitting-in the judgment of the Superintendent) of the reasons for such meeting or interview.
- C. No employee shall be prevented from wearing pins or other identification of reasonable size of membership in the Association, WCEA, NJEA, or NEA.
- D. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within grading policies of the school district. No grade or evaluation shall be changed without consultation of the teacher and Superintendent. Shall the Superintendent fail to agree upon the subject grade or evaluation; either party may request the Board of Education to review the matter. The Board will act upon the matter and its decision will be adhered to.
- E. Any questions or criticism by a supervisor or Board member of any employee and his/her instructional or occupational methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.
- F. All employees shall have the right to examine the contents of their personnel records in the presence of an administrator. Records may not be removed from the Board of Education office.
 - 1. Any unsatisfactory report or comments placed in a personnel file must be signed by the teacher. This signature denotes receipt. Documentation of certified return receipt mail may be use in lieu of the signature of the employee. Said employee will have the right to respond in writing, within the ten (10) school days of receipt of said report or comment, and this response will be included with the original report.
 - 2. After three (3) years, any derogatory material, comments, or reports, with the exception of

observation reports, summary evaluations, and any employee responses accompanying these, shall be removed from the employee's personnel file and destroyed. The employee shall bear the responsibility of periodically reviewing his/her personnel file to identify materials that are to be removed, at which time the Superintendent or his/her designee shall verify the date of the material and destroy it.

- G. No employee shall be disciplined, receive a written reprimand, be reduced in rank or compensation without just cause. This would also apply to non-renewal of support staff.

ARTICLE V
ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association all public printed information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees.
- B. Representatives of the Association, the New Jersey Education Association and the National Education Association, may be permitted to transact official Association business on school property to include only such space that is either owned or leased by the Warren County Special Services School District at reasonable times, as determined by the Superintendent, with a minimum of 48 hours notice.
- C. The Association and its representatives may have the right to use the school buildings for meetings, the use of the facilities and equipment as prescribed in the Policy Handbook of the Board of Education, and at times and under conditions which, in the judgment of the Superintendent, will not interfere or interrupt normal school operations. The Association shall be responsible for any repairs or damage over normal wear and tear.
- D. If any member of the bargaining unit does not become a member of the Association during any membership year which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee, equal to no more than 85% of the pre-established national, state, county and local dues for the membership year. (Actual representation fees are determined by an

independent arbitrator for the NJEA on an annual basis.) The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Association.

ARTICLE VI

BOARD RIGHTS

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

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

ARTICLE VII

SCHOOL CALENDAR

The work year for all state certified employees, excluding any certified aides or assistants, shall be 184 days; 180 of which shall be pupil contact days. One of the non-student contact days is to be used for an in-service day for teachers, one for the Warren County Special Services School District orientation day, one for the orientation day of the employee's host school district, and one for a close-down day. Employees

beginning their employment after the commencement of the regular work year, will have one half (½) day of orientation in conjunction with their job description within the first four (4) weeks of their assignment. Additionally, one hour of Warren County Special Services School District's orientation day shall be reserved for the Association.

There shall be a total of five days per school year, which shall be 4-hour sessions for students. One of these days shall be used for In-Service and four for I.E.P development/transitional collaboration. Any needed additional days shall be scheduled at the discretion of the Superintendent with the approval of the Board of Education.

The work year for teacher aides, personal aides, therapy assistants, and LPN/personal aides shall be 182 days, 180 pupil contact days plus two (2) in-service/orientation days, one of which will be for the Warren County Special Services School District Orientation day.

Any employee whose host school requires more than a four (4) hour day prior to a holiday (Thanksgiving, Christmas, Easter) shall be compensated at their hourly rate of pay (based upon their per diem divided by seven hours) for any additional time worked beyond one half hour. On the last pupil contact day of the Warren County Special Services School District calendar, all employees will work the schedule of their host schools.

All staff are required to complete one hour of on-line child abuse reporting training per year to be completed beyond the normal work day by November 30th. Administration will provide access to computers if needed. There will be no penalty for non passing scores.

ARTICLE VIII

EMPLOYMENT PROCEDURE

A. Each teacher shall be placed on the Salary Guide, Schedule "A"; each aide shall be placed on the Salary Guide, Schedule "B"/Aide; and each LPN Personal Aide, COTA, and/or PTA shall be placed on the Salary Guide Schedule "B"/LPN/COTA/PTA all in accordance with the following:

1. The initial salary of a teacher shall be set at the discretion of the Board of Education, but shall not

exceed the salary paid to teachers of equivalent training and experience presently employed in comparable positions. The Board and the individual shall decide as to the salary step and this agreed-upon experience level shall proceed from this point in regular progression in future years. Initial placement shall be the next step beyond any years of experience accorded the new employee. For example, if the new employee were granted six (6) years of experience, initial placement would be on the seventh step of the guide. Teachers reaching the maximum step on Salary Guide, Schedule "A," shall remain at this step for the remainder of their employment and shall receive any increase accorded this step each year, as an addition to their previous year's salary.

2. The initial salary of an aide shall be set at the discretion of the Board of Education, but shall not exceed the salary paid to aides of equivalent training and experience presently employed in comparable positions. The Board and the individual shall decide as to the initial salary step. Said placement may not exceed the previous experience the new employee brings to his/her position, and the employee thus placed shall not advance on the guide for the term of this agreement... For example, if a new employee is granted six (6) years of previous experience, he/she shall be placed on Step 7 of the guide.
3. For the term of this agreement, all aides that were impacted by the previous contract salary guide shall be placed on the next step of the current salary guide and proceed accordingly for the duration of this contract.
4. The initial salary of an LPN Personal Aide/COTA/PTA employee shall be set at the discretion of the Board of Education, but shall not exceed the salary paid to LPN Personal Aide/COTA/PTA employees of equivalent training and experience presently employed in comparable positions. The Board and the individual shall decide as to the salary step and this agreed-upon experience level shall proceed from this point in regular progression in future years. Initial placement shall be the next step beyond any years of experience accorded the new employee. For example, if the new employee were granted six (6) years of experience, initial placement would be on the seventh

step of the guide. LPN Personal Aides, COTAs and PTAs reaching the maximum step on Salary Guide, Schedule "B"/LPN/COTA/PTA shall remain at this step for the remainder of their employment and shall receive any increase accorded this step each year as an addition to their previous year's salary.

B. Lateral moves on the guide due to increased graduate credits or completion of a master's degree shall be made effective in July, September or January upon receipt of official transcripts, or appropriate certificate, except where any delay in submission is documented to be caused by the issuing institution, in which case appropriate back pay shall be rewarded to the employee.

C. Any newly hired certified teacher must have worked or been on paid leave as provided by this agreement for a minimum of one hundred (100) days during the school-year (September-June) in which s/he was initially employed in order to be moved to the next step of the salary guide the succeeding year. Any work performed as a substitute teacher shall not be counted towards the one hundred (100) day requirement.

5. Any dispute with respect to placement on the salary guide must be addressed in writing to the Superintendent within three months of receiving signed contract.

ARTICLE IX

HOURS AND TEACHING LOAD

A. **Hours-** All full-time employees' workdays, with the exception of LPN/personal aide whose hours may follow that of the assigned student from pick up time at the student's home in the morning to drop off time at student's home in the afternoon shall not exceed 7 hours per day.

B. **Prep Time-** All teachers shall have a minimum of 200 minutes of preparation time per week, with every effort given to schedule a preparation period every day, but in no case less than 4 out of 5 days. Preparation time is to include but not limited to instructionally oriented activities such as APA and IEP development, lesson preparation, parent contact, staff consultation, writing therapy notes and reports and report cards. Preparation time is not to

include but not limited to IEP meetings and behavioral interventions.

- C. **Arrival/departure-** The time from arrival of the classroom teacher to arrival of the students and the time from departure of the students and the departure of the **classroom** teacher shall be consultation time and shall not be counted towards entitled preparation time.
- D. **Lunch-** Employees shall have a minimum daily duty-free lunch period equal to that of the students.
- E. **Leaving Building-** Employees may leave the building during their non-pupil contact period without permission after notifying the host school administrator.
- F. **Staff Meeting-** All full and part-time staff working in certified positions, who are on duty on staff meeting days, shall be required to attend one staff meeting per month after school. The meeting shall be no more than 60 minutes in length. The agenda for the meeting shall be distributed to all employees a minimum of 72 hours in advance. A tentative schedule will be given at the beginning of the school year. In the event of a canceled meeting, the district Superintendent will have the option of calling up to two 90 minute meetings a year on a contingency basis only. Notice will be given at least 2 weeks in advance.
- G. **Compensatory Time-** All categories of employees may be granted compensatory time at the discretion of the Superintendent for services beyond the regular workday. Compensatory time shall be granted to employees who lose preparation periods due to professional commitments. When an employee accrues seven (7) hours of compensatory time, he/she may exchange it for a full day's substitute pay (either certified or non-certified as appropriate). Any hours less than seven (7) accrued but not taken at the end of the school year, will be compensated at the above rate on a pro rata basis in accordance with established procedures in the Superintendent's standard operating procedures.
- H. **Back to School Night-** Classroom teachers are required to provide Back to School Night. If, after an RSVP, no parent plans to attend, this requirement is nullified.

- I. Early Dismissal Days- On Early dismissal days, aides are allowed to leave ten (10) minutes after the students are dismissed unless a training opportunity is provided with a two week advance notice.
- J. Certified staff who are responsible for APA will be provided one professional day per month during the collection period

ARTICLE X

SALARIES

The salaries of all employees covered by this Agreement are set forth in Schedule "A" Teachers and Certified Staff, excluding certified aides and assistants; and Schedule "B" Teacher Aides and Personal Aides; and schedule "B" LPN/Aides, certified occupational therapy assistants, and certified physical therapy assistants, which are attached hereto and made a part hereof.

- A (1) Employees employed on a ten (10) month basis shall have the option of being paid in twenty (20) or twenty-four (24) installments during the present school year and the two months following that contract year. The 24-pay installment option must be applied for to the SBA prior to September 1st. of that contract year and will provide a 1-year commitment. Paychecks shall be issued on the 15th and the last workday of every month, except when Sections C and D apply.
- A (2) Employees may individually elect to utilize direct deposit for their paychecks. However, direct deposit will be suspended for the final paycheck in June and for employees who discontinue working for the district during the school year.
- B. Teachers assigned to perform any professional duties after the normal academic school day or year shall be compensated at a pro rated salary based upon their current salary. The pro rated salary shall be based upon a total of 200 days. (1/1400 on an hourly rate.)
- C Teachers requested to perform curriculum work after the normal academic school day or year shall be compensated at the district's average professional hourly rate of pay for each year. This average will be mutually agreed upon by

the Association President and the Superintendent based on the number of employees and the base professional pay on September 15th of each year.

- D. When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous work day.
- E. Employees shall receive their final checks on the last Warren County Special Services School District instructional day in June provided they have completed all closeout procedures and submitted all end-of-the year items as listed in the "End-of-the Year" checklist. Checks will be withheld until all items are completed. Any final paychecks that require an adjustment due to staff attendance will not be issued until June 30th. If the employee is not present, the check will be mailed to the employee in time to arrive by the last district instructional day in June, unless other arrangements have been made.
- F. Employees may individually elect to participate in a tax sheltered annuity program, with deductions automatically taken out of their paycheck. There shall be a maximum selection of five carriers.
- G. Employees may individually elect to send a portion of their checks to one credit union. The Association shall designate said credit union.
- H. Any teacher who is required to set up his or her classroom in another building will be compensated at a rate of \$20.00 per hour with a maximum of 3 days (21 Hours) with the approval of the superintendent. Classroom aides shall receive ten dollars (\$10) per hour for a maximum of one (1) day (7 hours) with the approval of the Superintendent. This provision does not apply to a newly hired teacher whose classroom may have been located differently in the prior school year.
- I. Summer school employees shall be paid on July 15, July 31 and within (8) eight business days of the last day of the program. Employees' time sheets must be submitted at least five (5) business days prior to the above payroll dates.
- J. Existing board approved stipend positions will receive \$1000.00 per year for the duration of this contract.

- K. When paraprofessionals become sub certified they will receive an annual stipend of \$500.00 which will be prorated during the first year based on the date of issuance.

ARTICLE XI
EVALUATION

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

The administrator or supervisor charged with the evaluation of the employee shall meet with the employee within five (5) working days of an observation to discuss the evaluation.

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

ARTICLE XII
NON-PROFESSIONAL AND NON-TEACHING DUTIES

- A. Any employee who is required by the Board to drive between work-sites (including a student's home) shall be compensated at the IRS allowable rate for the use of his/her automobile. Any employee who is required to travel from home to a work-site outside the confines of the scheduled school year or extended school year and whose assignment constitutes less than two (2) hours of work for which s/he shall be compensated, will be compensated at a rate equal to the IRS allowable rate for the use of his/her own automobile from home to the work-site and from the work-site back to the employee's home.
- B. No employee shall be required to perform any duty outside the usually accepted duties of a classroom employee as per job description and/or the student's I.E.P. as pertains to the employee (i.e.--nursing, custodial, transportation coordinator, calling of temporary personnel, verification of hours of other employees).
- C. Any employee who utilizes a CDL (commercial driver's license or out of state equivalent) in the performance of his/her duties shall be provided an annual stipend as

follows:

1-15 round trips per school year	\$300
16-30 round trips per school year	\$500
31 or more round trips per school year	\$2,400

Said stipends shall be paid by separate check at the close of the school year in conjunction with the employee's final check pending submission of required documentation.

ARTICLE XIII

SICK LEAVE

All employees shall be entitled to ten (10) days of personal sick leave each school year, with pay, as of the first official day of said school year. After three consecutive personal sick leave days are taken, the superintendent may request the employee to submit a doctor's release to return to work.

Unused sick leave - Unused sick days accrued during service within the school district only shall be accumulated with no maximum limit. Employees shall be given a written account of accumulated sick leave days no later than September 30th of each school year.

Part-time employees shall be pro-rated in accordance with the hours actually scheduled to be worked (i.e.--an employee working 1/2 day shall receive ten 1/2 days of sick leave).

RETIREMENT

Upon retirement, employees who have worked a minimum of 12 years for the district shall be compensated for a maximum of **60** days of unused sick leave. This compensation shall be at the daily rate of pay for the previous six years of employment prior to retirement. The daily rate of pay shall be based on a ratio of 1/184.

ARTICLE XIV

ASSIGNMENTS

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

each building representative shall be notified. If school is not in session at the time of the job posting, the Association President and Vice-President will be notified by regular mail in lieu of the building representative. In addition, a list of all open positions shall be made available to all employees who wish to be notified via e-mail.

B. All current staff members will be informed of their tentative assignments for the succeeding school year by August 7th.

C. Back to School orientation is to be announced within one week of the last host school's board approval of the calendar.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

A. At the beginning of each school year, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. **Illness in the immediate family.** 1 day per year (wife, husband, children, others in the same household, or immediate family). One additional day shall be granted with the submission of a doctor's note for documentation. This additional day cannot be carried over as an accumulated sick day. Employees shall have the option of using personal sick leave days for additional days, if necessary.
2. **Bereavement Leave.** 4 working calendar days plus one additional if needed (mother, father, wife, husband, child, brother, sister, mother-in-law, father-in-law, or others in the same household. One day for aunts, uncles, cousins, grandparents, nieces, nephews). At the discretion of the Superintendent, personal illness days may be used for additional days needed for emotional distress. Bereavement days must be taken within the same school year.
3. **Personal Business.** Three (3) days per year are available for employees. Forty-eight (48) hours notice must be provided, except in the case of an emergency.

Unused personal days may be accumulated as sick days. No personal days may be taken before or after a holiday or the first or last day of school without permission of the

Superintendent.

Part-time employees-In the case of part-time employees, these temporary leaves shall be pro-rated in accordance with the hours actually worked by the employee on a given day (i.e.--an employee working 1/2 day shall receive four 1/2 days bereavement leave days plus one 1/2 day if needed).

ARTICLE XVI
EXTENDED LEAVES OF ABSENCE

- A. **Leave associated with pregnancy-** Any employee seeking to use sick leave for reasons associated with pregnancy shall notify her supervisor of her intent to apply for leave of absence upon becoming aware of her pregnancy. At least sixty (60) days in advance of the anticipated commencement of the leave, the employee shall file with the Superintendent a request for such leave.
- B. **Child rearing leave-** The Board shall grant child rearing leave of absence, without pay, immediately following the conclusion of sick leave associated with childbirth or commencing on a date following the birth of the child, to any employee upon request, in accordance with applicable statutes, regulations and State agency decisions for the balance of the school year in which the leave is requested.
Employees shall be granted a leave of absence, without pay, for child rearing purposes for a maximum of two full school years following the school year in which the initial child-rearing leave occurs, depending upon the request of the individual employee. Return may be at the end of any marking period or after Winter or Spring break, with a notice confirming intent to return expected at least ninety (90) days prior to the conclusion of the leave. Employees must provide the district with a written medical consent to return to work.
- C. **Adopting a child-** Employees adopting a child shall receive similar child rearing leave. Ninety days (90) notice shall be given. An employee who requests less time will be granted such request if a qualified replacement can be found, as determined by the Superintendent.
- D. **Salary guide adjustment-** An employee shall not move to the next step of the salary guide upon his/her return unless he/she has worked, been on a paid leave pursuant to the

agreement, or been on federal or state family medical leave, for a minimum of 100 school days during the year in which the leave granted by this article began.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. With advance written approval of the Superintendent, the Board shall reimburse **all** full time employees who have completed one year of full time employment for courses taken to the extent of 100% of the per credit rate. The maximum allowable per credit rate shall be based upon the actual in state graduate and undergraduate per credit rates of Jersey City University, Rutgers University, or the College of New Jersey if the employee is enrolled in one of these institutions. If attending an institution other than those named above, the reimbursement rate shall be based upon the average per credit rate of these same three schools. Said reimbursement shall be contingent upon the individual's continued employment in the district, including the time of actual reimbursement, satisfactory completion of the course (a final grade of "B" for graduate classes and a final grade of "C" for undergraduate classes), and submission to the Superintendent of an official transcript from the college as well as proof of payment. All courses for which tuition reimbursement is received shall serve to improve the knowledge and skills necessary for the employee's area of assignment or provide a better understanding of the physical and emotional needs of the students in the employee's charge.

Advance written approval of the Superintendent must be secured according to the following schedule:

- a. For courses taken from June-December: by October 15th or the first day of the course, which ever is earlier.
- b. For courses taken January-May: no later than January 15th.

Reimbursement for completed courses shall be made according to the following schedule:

- a. Courses completed June-December: reimbursed in February.

- b. Courses completed January-May: reimbursed in June.

The total obligation of the Board for credit reimbursement for all qualified employees shall be no more than:

2006-2007	\$35,000 Cap
2007-2008	\$37,500 Cap
2008-2009	\$40,000 Cap

The Maximum amount of credits allowable for each employee shall be 12, unless there is money left in the cap, in which case the maximum amount of credits shall be raised to 15.

- B. When attending the NJEA convention, each employee (maximum of 2), designated by the local Association Executive Committee, shall be reimbursed for round trip mileage, (maximum of 320 miles based upon the rate established in Article XII).

C. Sabbatical Leaves

After ten years of service in the district, a full time employee working in a position requiring certification may apply for and shall be granted a sabbatical leave at no pay, but with continued employee medical benefits for a set period of one year, consistent with the following requirements:

1. The leave must be for the purpose of furthering the employee's education.
2. The educational program undertaken must improve the skills and knowledge base of the employee's current assignment or that is necessary for a district-approved change of assignment.
3. Only one employee may be on sabbatical leave at a time. If more than one employee requests a sabbatical leave in a given school year, the employee with the greatest unbroken term of service with the district shall be granted leave.
4. Only one sabbatical leave shall be taken during an employee's term of service with the district.
5. Upon returning from sabbatical leave, the employee must continue in the employ of the district for at least two years. Failure to remain in the employ of the district for this period will require the

employee to refund the cost of insurance premiums paid by the district during the sabbatical leave.

- D. Registration and testing costs for paraprofessionals to become credentialed or highly qualified will be paid by the district.

ARTICLE XVIII
INSURANCE COVERAGE

- A. The Board agrees that it will provide independent and dependent family health care insurance coverage. All employees shall be required to work a minimum of 25 hours per week to qualify for paid medical benefits. The Board's obligation shall be limited to the following monthly premiums.

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
(1) Single	\$840.00	\$ 840.00	\$ 840.00
(2) Husb/Wife	\$1783.00	\$1783.00	\$1783.00
(3) Family	\$2050.00	\$2050.00	\$2050.00
(4) Emp/Child	\$1155.00	\$1155.00	\$1155.00

- B. Coverage shall include PPD and Hepatitis B.

C. Opt-Out Clause

All employees receiving health benefits may have the option of being paid the following amounts in lieu of receiving health benefits:

Type of Plan	Amount paid to Employee
Family	\$2,700
Husband and Wife	\$2,300
Parent and Child	\$1,600
Individual	\$1,200

- D. The Board shall provide to each employee a description of the health care insurance coverage provided under this Article, setting forth a clear description of the conditions and limits of the policy.

E. If the carrier changes from the present carrier to another carrier, the benefits will continue to remain equal to or better than those listed in the existing plan as of July 1, 2006.

F. The Board agrees it will provide employees with a full family coverage dental care insurance. Such coverage shall have a \$25 deductible with 100/70/50 co-insurance clauses.

ARTICLE XIX
DEDUCTION FROM SALARY

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

ARTICLE XX
PERSONAL AND ACADEMIC FREEDOM

A. The personal life of an employee is not an appropriate concern or attention of the Board, except as it may directly prevent the employee from performing properly his/her assigned functions during the workday.

B. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the school district, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

A. This Agreement constitutes the contract for the terms of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

B. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees, is

held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- C. Any employee contract between the Board and an employee, hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If the aforesaid contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.
- D. Copies of this Agreement shall be reproduced at the expense of the Board, and presented to all employees 30 days after formal agreement by the Board of Education has been reached or with the letter of intent, whichever is the later date.
- E. Nothing in this Agreement shall operate retroactively.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by registered letter at the following addresses:

Board: Board of Education
Warren County Special
Services School District
1500 Route 57, Suite One
Washington, New Jersey 07882

Association: President of the Association
at the address as filed with the
Board of Education
- G. An inter-building communication system shall be maintained to ensure delivery of all communications within a timely manner.
- H. The dates for summer school calendar will be posted by January 1, of each year for those employees who wish to apply for a summer school position.

ARTICLE XXII
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2006 and

shall continue in effect until June 30, 2009, subject to the Association's right to negotiate over a successor agreement as provided in Article II, and further provided that the Association is still the majority representative of the certificated teaching personnel in the district.

B. The Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties to this Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

C. The Board and the Association agree to commence negotiations pertaining to a contract covering the 2009-2010 school-year as per Article II of the agreement.

Salary Guide Agreement

To be calculated from a certified base of \$1,440,608

2006-2007	4.50%
2007-2008	4.25%
2008-2009	4.25%

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

BOARD OF EDUCATION

BY _____
PRESIDENT

ATTEST

BY _____
SECRETARY

EDUCATION ASSOCIATION

BY _____
PRESIDENT

ATTEST

BY _____
SECRETARY

SCHEDULE B

WARREN COUNTY SPECIAL SERVICES SCHOOL DISTRICT

**Year 1
2006-2007**

Salary Guide Step	Aides	LPN/COTA
1	14,330	28,128
2	14,430	28,923
3	14,825	29,918
4	15,220	30,913
5	15,820	31,913
6	16,420	32,913
7	17,020	33,863
8	17,965	34,858
9	18,765	35,858
10	19,215	36,858
11	20,215	37,858

WARREN COUNTY SPECIAL SERVICES SCHOOL DISTRICT

**Year 2
2007-2008**

Salary Guide Step	Aides	LPN/COTA
1	14,990	28,433
2	15,090	29,183
3	15,190	29,933
4	15,585	30,928
5	15,980	31,923
6	16,580	32,923
7	17,180	33,923
8	17,780	34,873
9	18,715	35,858
10	19,515	36,858
11	20,065	37,958
12	20,965	38,858

SCHEDULE B

WARREN COUNTY SPECIAL SERVICES SCHOOL DISTRICT

**Year 3
2008-2009**

Salary Guide Step	Aides	LPN/COTA
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1	15,650	28,683
2	15,740	29,433
3	15,840	30,183
4	15,940	30,933
5	16,335	31,928
6	16,730	32,923
7	17,330	33,923
8	18,010	35,003
9	18,740	36,083
10	19,490	36,883
11	20,265	37,858
12	20,915	39,058
13	21,715	39,858

Initial Placement on the Guide
Criteria for Placement

D. Classroom or Personal Aides

*Note: All certificates must be current in order to be counted for credit towards steps on the guide.
 Unless otherwise noted, out of state certificates will be recognized.

	<u># Steps Credited on the Guide</u>
1. B.A. or B.S. in Anything OR	3
2. B.A. or B.S. in Education OR	5
3. M.A. in anything OR	4
4. M.A. in Education	6
5. Teaching Certificate Teacher of Hand. OR	4
Subject area cert., E.C. Ed., Elem. or Sec. Ed. OR	3
6. NJ Substitute Certificate	2
7. Yrs. Of Certificated or Non-Certificated teaching experience	Year for Year
8. Home Health Aide Certificate	2
9. Certified Teacher Assistant Certificate	2
10. Personal or Classroom Aide Experience in private or public school	Year for Year
11. Extraneous previous experience with children with disabilities (including parent of a child with a severe disability), depending upon duration and intensity of experience	Add up to 2 years
9. Experience as a licensed daycare provider	Year for year/Max. of 5 yrs.
10. Experience as a certified Home Health Aide	Year for Year/Max. of 5 yrs.
11. CPR and/or First Aid and/or Passive Restraint Training Certification	1

Initial Placement on the Guide
Criteria for Placement

Teachers, Therapists and Counselors

- *Note: -All certificates must be valid, current and on file in order to be counted for credit towards steps on the guide.
-Out of State teaching and administrative experiences will be recognized, provided the individual was working under the certification required by the public schools in that state.
-A minimum of 100 days of employment within any given year must be achieved for the year to count as a full year of employment for credit.
-Substitute positions shall not earn any credit on the guide.
-Certificates not required for the position shall not count for additional years on the guide.
-Per diem work should be approximated relative to the % of the year the individual actually worked and must be verified with the district of employment.

	<u># Steps Credited on the Guide</u>
1. Public or private teaching or therapy experience requiring state certification or national license	Year for Year
2. Administrative experience in public school	Year for Year
3. Administrative experience in private school	Year for Year/Max. of 5 yrs.

Initial Placement on the Guide
Criteria for Placement

COTAs and PTAs

- *Note: -All certificates must be valid, current and on file in order to be counted for credit towards steps on the guide.
-Out of State COTA and PTA experience will be recognized, provided the individual was working under the certification required by the public schools in that state.
-A minimum of 100 days of employment within any given year must be achieved for the year to count as a full year of employment for credit.
-Substitute positions shall not earn any credit on the guide.
-Certificates not required for the position shall not count for additional years on the guide.
-Per diem work should be approximated relative to the % of the year the individual actually worked and must be verified with the district of employment.

	<u># Steps Credited on the Guide</u>
4. Bachelor's degree in any area	1
5. Public or private experience as a certified COTA or PTA	Year for Year

