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21-00

**AGREEMENT**

**BOARD OF EDUCATION  
of the  
WARREN HILLS REGIONAL  
SCHOOL DISTRICT**

*Board of Education*  
and

**WARREN HILLS REGIONAL  
EDUCATION ASSOCIATION**

*(Employer)*

**1988/89**

**1989/90**

**1990/91**

X July 1, 1988 - June 30, 1991



APPENDIX F  
SALARY SCHEDULE - SECRETARIES

		<u>1988/89</u>		
<u>Step</u>	<u>Yrs. of exp.</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>
A	1 - 5		12,100	13,100
B	6 - 9	6.40	13,900	14,750
C	10 - 12		15,700	16,600
D	13 - 15	----	17,200	18,300
E	16 - 17	7.85	19,400	19,850
F	18 - 19		20,200	21,200
G	20+		21,500	22,500
			Bonus - \$1,000 for 30+ years in the Warren Hills Regional School District	
		<u>1989/90</u>		
A	1 - 5		13,550	14,550
B	6 - 9	6.85	15,050	16,050
C	10 - 12		16,550	17,550
D	13 - 15	----	18,200	19,050
E	16 - 17	8.40	19,550	20,250
F	18 - 19		21,400	22,050
G	20+		22,550	24,000
			Bonus - \$1,500 for 30+ years in the Warren Hills Regional School District	
		<u>1990/91</u>		
A	1 - 6		14,550	15,400
B	7 - 9	7.30	16,100	16,900
C	10 - 12		17,050	18,400
D	13 - 15	----	19,500	19,900
E	16 - 17	8.95	20,000	21,400
F	18 - 19		22,400	22,900
G	20+		23,550	25,000
			Bonus - \$1,500 for 30+ years in the Warren Hills Regional School District	

APPENDIX E  
COMPENSATION - LEAD TEACHERS

	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
Lead Teachers	\$1,400	\$1,600	\$1,800

APPENDIX D  
COMPENSATION - HORIZONS PROGRAM

Horizons Coordinator	\$4,000
Convocation Facilitators	\$ 250



APPENDIX B  
EXTRA CURRICULAR COMPENSATION  
COACHES

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Football Head	3,000	3,500	4,500
Assistant	2,190	2,690	3,690
Soccer Head	2,460	2,960	3,960
Assistant	1,812	2,312	3,312
Field Hockey Head	2,460	2,960	3,960
Assistant	1,812	2,312	3,312
Baseball Head	2,460	2,960	3,960
Assistant	1,812	2,312	3,312
Softball Head	2,460	2,960	3,960
Assistant	1,812	2,312	3,312
Basketball Head	2,730	3,230	4,230
Assistant	2,000	2,500	3,500
Cheerleader Head	2,460	2,960	3,960
Assistant	1,812	2,312	3,312
Wrestling Head	2,730	3,230	4,230
Assistant	2,000	2,500	3,500
Cross Country Head	1,650	2,150	3,150
Assistant	1,245	1,745	2,745
Golf Head	1,650	2,150	3,150
Assistant	1,245	1,745	2,745
Track Head	2,460	2,960	3,960
Assistant	1,812	2,312	3,312
Band Head	2,730	3,230	4,230
Assistant	2,000	2,500	3,500
Gymnastics Head	1,650	2,150	3,150
Assistant	1,245	1,745	2,745
Chess Head	1,650	2,150	3,150
Assistant	1,245	1,745	2,745

**APPENDIX A**  
**SALARY SCHEDULE - TEACHERS**

1988/89 Guide

Step	Yrs. of exp.	B	B+15	B+30	M	M+15	M+30
A	1	21,650	23,000	24,050	25,400	26,450	27,800
B	2-5	21,908	23,258	24,308	25,658	26,708	28,058
C	6	22,132	23,482	24,532	25,882	26,932	28,282
D	7	22,357	23,707	24,757	26,107	27,157	28,507
E	8	22,582	23,932	24,982	26,332	27,382	28,732
F	9	22,920	24,270	25,320	26,670	27,720	29,070
G	10-11	24,520	25,870	26,920	28,270	29,320	30,670
H	12-13	25,784	27,134	28,184	29,534	30,584	31,934
I	14-15	27,300	28,650	29,700	31,050	32,100	33,450
J	16-17	29,211	30,561	31,611	32,961	34,011	35,361
K	18	30,362	31,712	32,762	34,112	35,162	36,512
L	19	31,920	33,270	34,320	35,670	36,720	38,070
M	20	37,806	39,156	40,206	41,556	42,606	43,956

1989/90 Guide

A	1	22,940	24,290	25,340	26,690	27,740	29,090
B	2	23,190	24,540	25,590	26,940	27,990	29,340
C	3-6	23,441	24,791	25,841	27,191	28,241	29,591
D	7	23,682	25,032	26,082	27,432	28,482	29,832
E	8	23,992	25,342	26,392	27,742	28,792	30,142
F	9	24,163	25,513	26,563	27,913	28,963	30,313
G	10	24,520	25,870	26,920	28,270	29,320	30,670
H	11-12	26,236	27,586	28,636	29,986	31,036	32,386
I	13-14	27,589	28,939	29,939	31,339	32,389	33,739
J	15-16	29,215	30,565	31,615	32,965	34,015	35,365
K	17-18	31,255	32,605	33,655	35,005	36,055	37,405
L	19	32,487	33,837	34,887	36,237	37,287	38,637
M	20	40,452	41,802	42,852	44,202	45,252	46,602

1990/91 Guide

A	1	24,332	25,682	26,732	28,082	29,132	30,482
B	2	24,582	25,932	26,982	28,332	29,382	30,732
C	3	24,832	26,182	27,232	28,582	29,632	30,982
D	4-7	25,082	26,432	27,482	28,832	29,882	31,232
E	8	25,340	26,690	27,740	29,090	30,140	31,490
F	9	25,597	26,947	27,997	29,347	30,397	31,747
G	10	25,854	27,204	28,254	29,604	30,654	32,004
H	11	26,240	27,590	28,640	29,990	31,040	32,294
I	12-13	28,073	29,423	30,473	31,823	32,873	34,223
J	14-15	29,521	30,871	31,921	33,271	34,321	35,671
K	16-17	31,255	32,605	33,655	35,005	36,055	37,405
L	18-19	33,443	34,793	35,843	37,193	38,243	39,593
M	20	43,284	44,634	45,684	47,045	48,084	50,000



ARTICLE XXV, DURATION OF AGREEMENT

This Agreement made between Warren Hills Regional Board of Education and Warren Hills Regional Education Association, shall become effective July 1, 1988 to June 30, 1991. This 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 the Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective president, attested by their respective secretaries and their corporate seals to be placed hereon all on the following date -

WARREN HILLS REGIONAL  
EDUCATION ASSOCIATION

By

By

WARREN HILLS REGIONAL  
BOARD OF EDUCATION

By

By

G. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision of this Agreement, either party may do so by telegram, registered or certified mail, at the following addresses:

1. If by Association, to Board of Education, Warren Hills Regional Schools, 25 West Washington Ave., Washington, NJ 07882.
2. If by Board, to the President of the Association at his/her appropriate address as filed with the Board of Education, or if he/she is unavailable to the registered agent of the Warren Hills Education Association at the address of the registered office of the Corporation.

## ARTICLE XXIV. MISCELLANEOUS PROVISIONS

### A. Separability

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 be deemed void and subeleting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### B. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and the individual teacher or secretary, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

### C. Reproduction

The Board shall supply the Association with sufficient copies of this Agreement within thirty (30) days after the same has been executed for distribution to Association members.

D. Nothing in this Agreement shall operate retroactively unless expressly so stated.

### E. Grade Changes

No grade or evaluation of a student by a teacher shall be changed without prior consultations with the teacher by the principal. The change of a grade or evaluation following consultation with the teacher shall not be subject to the grievance procedure, but the affected teacher shall have the right to appeal the change of grade decision to the Superintendent. If still unresolved, the teacher may appeal the decision to the Board at its next regularly scheduled meeting, whose decision shall be final.

F. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party 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 XXIII, EDUCATIONAL COUNCIL

A. A joint Educational Council consisting of three members of the Board of Education, (one of whom may be the Superintendent of Schools or his designee), and one secondary principal, appointed by the Board, and four members of the Warren Hills Regional Education Association appointed by the Association is hereby established. The Council shall meet at least five (5) times a year and advise and consult the Board on such matters as school calendar, teaching hours and teaching load, class size, educational specialists, nonteaching duties, teacher employment, teacher assignment, teacher transfers, promotions, teacher evaluation, teacher facilities, professional development and educational improvement, protection of teachers, students, and property, maintenance of classroom control and discipline, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvement, extracurricular programs, inservice programs, pupil testing and evaluation, philosophy and educational specifications for buildings teacher responsibilities, and other matters regarding the effective operation of the Warren Hills Regional School District.

B. The Educational Council shall establish rules of procedure and shall provide for a rotating chairmanship.

C. The Council shall meet by prepared agenda.

D. The Council shall be empowered by majority vote to form subcommittees to study and render reports to the Council concerning the topics suggested in Paragraph A above.

E. The primary function of the Educational Council is to recommend for Board consideration the establishment of policies and practice pertinent to the items suggested in Paragraph A above. The Council in preparing its recommendations for Board consideration, shall, at all times, avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations.

F. All reports and recommendations outlined above in Paragraph E shall be in writing.

G. Meetings shall generally be held during evening hours, usually beginning at seven thirty p.m.

ARTICLE XXII, STRIKES AND JOB ACTION

A. Participation by any member of the negotiating unit in a strike or a refusal to perform assigned duties shall be just cause for disciplinary action.

B. No lockout of employees shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its officers, employees or members, will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slow-downs, mass resignations, mass absenteeism, picketing or any other similar action which would involve suspension of or interference with the normal work of the Board. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibitive activities may be disciplined by the Board.

C. Discipline action taken under this Article shall not be subject to the grievance procedure.

- b. The appeal to the Board of Education shall be in writing specifying the matter submitted to the Superintendent of Schools and the desired relief. the decision made thereon
- c. At the time the appeal is submitted to the Board of Education or upon receipt thereof by the Board of Education, either party may request a conference to discuss the matter under appeal. The conference shall be held no later than ten (10) working days from the request.
- d. The Board of Education shall render a decision on the grievance within ten (10) working days of his/her receipt of the appeal or within ten (10) working days of the conference, whichever event shall last occur.
- e. The Board of Education shall consider the appeal not later than the second regularly scheduled Board of Education meeting following receipt of the appeal or following the conference whichever event shall last occur. The decision of the Board of Education shall be delivered to the grievant within ten (10) working days following the Board of Education meeting at which the matter is considered.
- f. The decision of the Board of Education shall be final.

e. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties with regard to grievances submitted on behalf of employees.

f. The costs for the services of the arbitrator shall be borne

equally by the Board and the Association. Any other expense incurred shall be borne solely by the party incurring same.

G. Procedure - Policy/Administrative Decision Grievance

1. Level One - Principal

A teacher or secretary with a grievance shall first file and discuss it with his/her principal in an effort to resolve the matter informally. The discussions with the principal shall be held within five (5) working days of receipt by the principal of the grievance.

2. Level Two - Superintendent

a. If the grievant is not satisfied with the disposition of the grievance at Level One he/she may, within ten (10) working days after the discussion with the principal, appeal to the Superintendent of Schools.

b. The appeal to the Superintendent shall be in writing specifying the matter submitted to the principal, the decision made thereon and the desired relief.

c. At the time the appeal is submitted to the Superintendent or upon receipt thereof by the Superintendent, either party may request a conference to discuss the matter under appeal. The conference shall be held no later than ten (10) working days from the request.

d. The Superintendent shall render a decision on the grievance within ten (10) working days of his/her receipt of the appeal or within ten (10) working days of the conference, whichever event shall last occur.

3. Level Three - Board of Education

a. If the grievant is not satisfied with the disposition of the grievance at Level Two he/she may, within ten (10) working days after the receipt of the decision, appeal to the Board of Education.

b. The appeal to the Board of Education shall be in writing specifying the matter submitted to the Superintendent of Schools, the decision made thereon and the desired relief.

c. At the time the appeal is submitted to the Board of Education or upon receipt thereof by the Board of Education, either party may request a conference to discuss the matter under appeal. The conference shall be held no later than ten (10) working days from the request.

d. The Board of Education shall render a decision on the grievance within ten (10) working days of his/her receipt of the appeal or within ten (10) working days of the conference, whichever event shall last occur.

e. The Board of Education shall consider the appeal not later than the second regularly scheduled Board of Education meeting following receipt of the appeal or following the conference, whichever event shall last occur. The decision of the Board of Education shall be delivered to the grievant within ten (10) working days following the Board of Education meeting at which the matter is considered.

f. This appeal to the Board of Education is optional with the grievant. Should the grievant not desire to appeal to the Board, resort may be had directly from Level Two to Level Four.

#### Level Four - Arbitration

a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two (or Level Three if an appeal to the Board was taken), he/she may, within twenty (20) days after the decision of the Superintendent or the Board of Education, whichever is later, with the consent of the Association, submit the matter to arbitration.

b. No claim by a teacher or secretary shall constitute a grievable matter beyond Level Two if it pertains to (1) any matter for which a detailed method of review is prescribed by law or which has traditionally been determined by the Commissioner of Education; (2) any matter which according to law is not mandatorily negotiable.

c. Within ten (10) working days after receipt of written notice of submission to arbitration, the Board and the Association shall attempt to agree on a mutually acceptable arbitrator from a roster to be submitted from the Public Employment Relations Commission. If the parties are unable to agree upon an arbitrator, a request will be made of the Public Employment Relations Commission to submit a second roster of names. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

d. The arbitrator shall limit himself/herself strictly to the issues submitted to him/her and shall consider nothing else. He/she may add nothing to, nor subtract anything from, the Agreement between the parties.



D. Forms

Forms for filing grievances and taking appeals shall be prepared by the Superintendent or his/her designee after consultation with the Association.

E. Service During Grievance Procedure

Teachers and secretaries shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and Board policies.

F. Procedure - Contract Grievance

1. Level One - Principal

A teacher or secretary with a grievance shall first file and discuss it with his/her principal in an effort to resolve the matter informally. The discussions with the principal shall be held within five (5) working days of receipt by the principal of the grievance.

2. Level Two - Superintendent

a. If the grievant is not satisfied with the disposition of the grievance at Level One he/she may, within ten (10) working days after the discussion with the principal, appeal to the Superintendent of Schools.

b. The appeal to the Superintendent shall be in writing specifying the matter submitted to the principal, the decisions made thereon and the desired relief.

c. At the time the appeal is submitted to the Superintendent or upon receipt thereof by the Superintendent, either party may request a conference to discuss the matter under appeal. The conference shall be held no later than ten (10) working days from the request.

d. The Superintendent shall render a decision on the grievance within ten (10) working days of his/her receipt of the appeal or within ten (10) working days of the conference, whichever event shall last occur.

3. Level Three - Optional - Board of Education

a. If the grievant is not satisfied with the disposition of the grievance at Level Two he/she may, within ten (10) working days after the receipt of the decision, appeal to the Board of Education.

ARTICLE XXI, GRIEVANCE PROCEDURE

A. Definitions

1. Contract Grievance: A "Contract Grievance" is a claim by a teacher or secretary, or group of teachers or secretaries, that there has been a misinterpretation, misapplication or violation of this Agreement affecting a teacher or secretary or group of teachers or secretaries.

2. Policy-Administrative Decision Grievance: A "Policy-Administrative Decision Grievance" is a claim by a teacher or secretary, or group of teachers or secretaries, that there has been a misinterpretation, misapplication or violation of policies or administrative decisions affecting a teacher or secretary or group of teachers or secretaries.

B. Time Limits

1. A grievance to be considered under this procedure must be initiated by the teacher or secretary within thirty (30) days of the time the teacher or secretary knew of or should know of the alleged misinterpretation, misapplication or violation of this Agreement, the policy or the administrative decision.

2. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process.

3. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of the procedure to appeal a decision on a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

C. Rights of Teachers and Secretaries to Representation

1. Any aggrieved person may be represented at all stages of a grievance procedure by himself/herself, or, at his/her option a representative selected or approved by the Association.

2. When a grievant is not represented by the Association in the processing of a grievance, the Association shall, if the grievance is appealed above Level One, be notified that the grievance is in process, have the right to have a representative present during further meetings with the grievant thereon, present its position in writing and receive a copy of the decision rendered thereon.

ARTICLE XX, TEACHER COVERAGE

A. Teachers assigned to substitute shall be compensated at the rate of \$19

per period. Such assignments shall be made by the principal of the school in question and distributed as equitably as possible among the teachers in said school.

ARTICLE XIX, DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salary of any teacher or secretary dues for the Warren Hills Education Association, the Warren County Education Association, the New Jersey Education Association and the National Education Association, as each teacher or secretary individually and voluntarily authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9a) and under rules established by the State Department of Education. All monies, so deducted, together with records of any corrections shall be transmitted to the treasurer of the New Jersey Education Association by the 15th of each month following the monthly pay period in which deductions were made. Teacher's or secretary's authorizations for salary deductions shall be in writing on the forms provided.

B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. An Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

C. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.

D. The notice of a teacher's or a secretary's withdrawal shall be filed prior to December 1 to become effective as of January 1 next succeeding the date on which notice of withdrawal is filed. Should a teacher or secretary file notice of withdrawal after January 1, withdrawal shall become effective as of July 1 next succeeding the date on which notice of withdrawal is filed.

b. At least thirty (30) calendar days (but in no case later than April 30 preceding the school year in which such withholding would be effective) prior to the date upon which the Board will consider the withholding, the Superintendent or his/her designee, has given to the teacher in question, written notice of the alleged cause or causes for the proposed withholding, specifying the nature thereof with such particulars as to furnish the teacher an opportunity to respond to the charge(s) alleged.

c. The teacher shall be afforded the opportunity to speak on his/her own behalf, personally or through a representative, at the meeting at which the Board considers the withholding.

2. An increment may not be withheld for a cause unrelated to a teacher's classroom performance unless the following procedural steps have been taken:

a. At least ten (10) calendar days prior to the date upon which the Board will consider the withholding, the Superintendent or his/her designee, has given to the teacher in question, written notice of the alleged cause or causes for the proposed withholding, specifying the nature thereof with such particulars as to furnish the teacher an opportunity to respond to the charges alleged.

b. The teacher shall be afforded the opportunity to speak on his/her own behalf, personally or through a representative, at the meeting at which the Board considers the withholding.

3. The merits of a decision by the Board to withhold an increment whether as to the sufficiency of the cause or the truth or falsity of the accusation, shall not be subject to the grievance procedure. Any appeal shall be in accordance with the provision of N.J.S.A. 18A:29-14.

## ARTICLE XVIII, SALARIES

A. The salary of each teacher covered by this Agreement is set forth in Appendix A which is attached hereto and made a part hereof. The salary of each secretary is set forth in Appendix B which is attached hereto and made a part hereof.

### B. Method of Payment

1. Teachers and secretaries employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
2. Teachers and secretaries employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
3. A teacher or secretary may individually elect to have a percentage of his/her monthly salary deducted from his/her pay. An employee must make a specific request in writing by September 1 of each school year. Once the percentage has been set it will remain constant for that school year. These funds shall be paid to TRICO Federal Credit Union as in accordance with the policy of such agency.
4. Regular pay days are scheduled for the 15th and the last day of each month. When a pay day falls on or during a school holiday, vacation or weekend, teachers and secretaries shall receive their pay checks on their last working day preceding such regularly scheduled pay day.
5. Teachers shall receive their final checks on the last working day of June provided they have fulfilled all professional responsibilities, on or prior to such date.

### C. Procedure of Withholding Increment:

The Board, pursuant to the authority of N.J.S.A. 18A:29-14, may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of a teacher.

1. An increment may not be withheld for a cause relating to a teacher's classroom performance unless the following procedural steps have been accomplished:

- a. The teacher has been evaluated in accordance with the procedures established in Article XVII, "Teacher Evaluation."

ARTICLE XVII, EMPLOYEE EVALUATION

A. A teacher or secretary shall be given a copy of any evaluation report prepared by his/her evaluator prior to any conference held to discuss it. If the teacher or secretary is dissatisfied with his/her evaluation conference, he/she may request an additional conference prior to the evaluation being placed in his/her file. No such report shall be submitted to the central office, placed in the teacher's or secretary's file or otherwise noted upon without a prior conference with the teacher or secretary. Teachers and secretaries shall sign the completed evaluation form, but this shall indicate only that the report has been read by the teacher or secretary, and in no way indicate agreement with the contents thereof. Such intent shall be specified on the form.

B. 1. Complaints regarding a teacher or secretary made to any member of the administration by any parent, student or other person which may be used in any manner in evaluating a teacher or secretary shall be promptly investigated. The teacher or secretary shall be given an opportunity to respond to and/or rebut those complaints, which, as a result of the investigation, shall become part of his/her file.

2. The teacher or secretary shall acknowledge that he/she has the opportunity to review such complaint by affixing his/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 or secretary shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

C. Each non-tenure teacher should be observed and evaluated at least three (3) times during the school year.

G. Teachers matriculated in a college or university degree program prior to June 30, 1986 will continue to be reimbursed at the tuition level of that college, or university for all approved credit even if the cost of the credits exceeds that of Rutgers, The State University.

H. To provide an incentive to secretaries toward professional development and improvement, the Board agrees that it will pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, inservice training sessions or other sessions which a secretary is required or requested to pursue or which a secretary may wish to pursue for professional development with Board approval.



ARTICLE XVI, PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

A. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, inservice training sessions or other such sessions which a teacher is required and/or requested by the Board to pursue. The Board's obligation under this provision, however, shall not extend to courses required for basic teacher certification.

B. The Board agrees to provide 100 percent tuition reimbursement for courses teachers wish to pursue that are required in order to obtain a graduate degree in the specific subject field and the person requesting reimbursement is assigned by the Board. For purposes of this Agreement, a graduate degree shall be construed to be within the subject field and 100 percent reimbursement will be made for those courses so long as the person requesting reimbursement therefor shall declare that his/her present intent in obtaining such degree is for purposes of classroom teaching and not for purposes of obtaining a specialized degree outside of the field of classroom teaching.

C. The Board agrees to provide 100 percent tuition reimbursement for graduate courses teachers wish to pursue that are directly related to their field of teaching expertise and tuition reimbursement up to a rate of 50 percent for all other courses. To move horizontally on the salary guide, credits must be earned through successful completion of graduate level courses.

D. Not more than four (4) courses may be submitted for reimbursement per year. During a given year, 100 percent tuition reimbursement will be based on the tuition fees of the college or university where the credits are earned for up to 15 credits. Beyond 15 credits, the limit for tuition reimbursement will be set at a per credit fee equal to the current rate for in-state residents established by Rutgers, The State University.

E. Courses for which reimbursement will be claimed must be presented to the Superintendent for approval prior to the actual experience. If the course is not approved, the applicant may, upon completion of the course, again apply for reimbursement. If reimbursement is again denied, he/she may proceed with the grievance procedure at Level F-3, Board of Education.

F. The reimbursement policies as stated in Paragraph B and C shall apply to tenured teachers. Non-tenured teachers shall receive the same benefits at the rate of 50 percent reimbursement.

ARTICLE XV, INSURANCE PROTECTION

A. As of the beginning of the current contract year, the Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family plan insurance coverage which shall include:

1. Connecticut General, Hospital
2. Connecticut General, Physician
3. Connecticut General, Major Medical
4. Connecticut General, Out-Patient
5. \$1.00 Co-pay Prescription Drug
6. Connecticut General, Dental Coverage
7. Connecticut General, Orthodontics Coverage

The details describing the conditions and limitations of this coverage are available in the business office of the Board.

B. The above coverage shall be placed with Connecticut General, provided, however, that if another carrier, approved by the New Jersey Department of Insurance, should offer insurance coverage equal to or better than that provided in Paragraph A of this Article, and at the same or lesser rates than the above-named carrier, then such insurance may be procured under contract with such other carrier, upon approval of both the Board and the Association, without formal amendment of this contract.

C. The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. The retiree shall be responsible for all premium costs involved.

D. The Board shall request the carrier to provide to each teacher a description of the health-care insurance coverage provided under this Article, no later than the beginning of the current school year, which shall include a clear description of conditions and limits of coverage as listed above.

E. The Board shall give written notification at the time of hiring all new employees that the responsibility for insurance coverage during the interim period rests with the employee.

F. The Board and the Association shall establish an Employee Assistance Program that will operate on a 50/50 co-pay basis (details to be added when a recommendation is made regarding a choice of plan).

C. Miscellaneous

1. Other requests for leaves of absence for special reasons may be granted by the Board of Education upon the recommendation of the Superintendent of Schools.

2. Upon return from leave granted pursuant to Section A of this Article, a teacher or secretary shall be considered, as if he/she were entirely employed by the Board, during the leave and upon his/her return, shall be placed on the salary schedule at the level he/she would have achieved, if he/she had not been absent. A teacher or secretary shall not receive increment credit for time spent on a leave granted pursuant to Sections B and C of this Article.

3. All extensions or renewals of leaves shall be applied for in writing. If granted, notification shall also be in writing. Such extensions or renewals shall be voted upon by the Board of Education upon the recommendation of the Superintendent of Schools.

## ARTICLE XIV, EXTENDED LEAVES OF ABSENCE

### A. Military

Military leave without pay shall be granted to any teacher or secretary who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

### B. Maternity/Child Rearing

1. A maternity/child rearing leave of absence without pay will be granted to any tenure teacher or secretary at her request. Such leave of absence shall not exceed a total period of two (2) years. The applicant shall make her intentions regarding the commencement and termination dates of her requested leave known to the office of the Superintendent as soon as possible. Before returning to work, the employee shall present a doctor's certificate of physical fitness.

2. A teacher or secretary on maternity/child rearing leave shall have the opportunity to substitute in the Warren Hills School District in the area of her certification at the discretion of the Superintendent of Schools.

3. If the pregnancy is terminated before full term and birth of the child, the teacher or secretary may apply for termination of leave allowing at least one (1) month for fair notice of her substitute and for her own health. Such return must be accompanied by a certificate of physical fitness from the teacher's or secretary's personal physician.

4. Any tenure teacher or secretary adopting an infant child shall be granted a leave of absence up to a period of two (2) years without pay. Such leave shall commence upon the teacher's or secretary's receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption.

5. Return from maternity/child rearing leave, except as provided in Paragraph 3 above, or leave for adopting purposes shall coincide with the beginning of a school year. Return during the school year shall be at the discretion of the Superintendent of Schools.

6. Sick leave related to the birth of a child will be granted upon request during the period four weeks prior to and four weeks following the day of birth. Beyond these limits, a request for extended sick leave related to the birth of a child should be accompanied by a doctor's note explaining the nature of the disability, stating the need for continued absence from work and the estimated date for return to work.

D. Payment for Unused Personal Days

After the conclusion of the school year, and not later than July 31, the Board will provide the following bonuses to full/time unit members who have been employed for the entire preceding school year to encourage improved staff attendance:

No days used	\$300
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Payment shall be for unused personal days as provided for by Article XIII, Section A (1). There will be no pro-ration for half days used.

Whenever such military field training or attendance at service schools requires that the teacher or secretary remain for a longer period than the prescribed two (2) weeks, the teacher or secretary shall receive full pay for two (2) weeks, and thereafter, the difference between his/her teacher's or secretary's salary and his/her military pay for the remainder of such time, provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should any military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave without pay for each additional period shall be granted.

#### 4. NJEA Convention

Up to two (2) days for secretaries who are members of the Association may be granted to attend the NJEA Convention in November. A certificate of attendance will be required. In the event that any secretary does not attend the NJEA Convention, that secretary will be required to work one of the two days allotted for the convention. Each of the main offices in both buildings shall be covered on the two days of the convention.

#### 5. Family Illness

Up to two (2) days during each year of the Agreement may be granted for illness to a member of the immediate family. However, a staff member must use all available personal days before the family illness days become available under this provision. This special emergency leave is only intended specifically for members of the immediate family.

#### B. Extensions

Extensions of any temporary leave set forth in Paragraph A(1), (2), (3) or (5) above may be made at the discretion of the Superintendent of Schools.

#### C. Additional Leaves

Leaves taken pursuant to this Article shall be in addition to any sick leave to which the teacher or secretary is entitled.

## ARTICLE XIII, TEMPORARY LEAVES OF ABSENCE

### A. Types of Leave

As of the beginning of the 1988/89 school year, teachers and secretaries shall be entitled to the following temporary non-accumulative leaves of absence with full pay:

#### 1. Personal

Up to three (3) days personal leave shall be granted to a teacher or secretary during a school year for personal business that cannot be handled outside of school hours. Request for leave must be made to the building principal in advance of the day requested, except if the day requested is before or after a school holiday, five (5) days notice must be given. No reason need be given for personal days provided, however, a reason must always be given if the leave is sought for a day before or after a school holiday. No more than two percent (2%) of the teaching and secretarial staff may receive the same day off before or after a school holiday. The Superintendent shall have discretion to approve or disapprove requests for leave for days before or after a school holiday.

#### 2. Death

- a. Up to five (5) days may be granted in case of the death of a member of the teacher's or secretary's family, which, for purposes of this contract shall include the following: husband, wife, child, father, mother.
- b. Up to three (3) days may be granted in case of the death of a member of the teacher's or secretary's family, which, for purposes of this contract shall include the following: brother, sister.
- c. A one (1) day leave of absence will be granted for death of other relatives or close friends of a teacher or secretary.

#### 3. Military

A regularly appointed teacher or secretary who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence for such period with pay.

3. To be eligible for the payment, a teacher or secretary must notify the Board of the intention to retire at least nine (9) full months prior to the effective date of the retirement. Failure, for any reason, to give the required notice shall render the teacher or secretary ineligible for the payment until the next contract year unless waived by the Board.

4. Sick days eligible for reimbursement shall:

a. have been accumulated in the Warren Hills Regional High School District; and

b. include only those days in excess of twenty-five (25) accumulated days.

c. the twenty-five (25) accumulated sick days will be waived for those teachers and secretaries with eighteen (18) years of service and one hundred fifty (150) accumulated sick days in the Warren Hills Regional School District.

5. Reimbursement shall be at the rate of \$19 per eligible day.

6. If a teacher or secretary should die while employed in the district, payment for unused sick leave would be made to the estate of that employee.



ARTICLE XII, SICK LEAVE

A. Number of days

1. Each teacher employed by the Board shall be entitled to eleven (11) days of sick leave in each school year, commencing the first official school day of said school year whether or not the teacher reports for duty on that day.

2. Each secretary who is a full-time twelve (12) month employee shall be credited at the rate of twelve (12) sick days per year. Ten (10) month employees shall be entitled to ten (10) sick days per year.

B. Accumulative

Unused sick leave days shall be accumulated from year to year without limitation.

C. Certification

The Superintendent shall have discretion to require a medical certificate if the teacher or secretary is absent on sick leave four (4) or more consecutive work days.

D. Notification of Accumulation

Teachers and secretaries shall be given a written accounting of accumulated sick leave days accrued to the end of the prior year no later than October 1 of each school year.

E. Payment of Unused Sick Leave

1. Effective July 1, 1988, any teacher or secretary who retires from the district according to the provision of the T.P.A.P. or P.E.R.S. respectively in order to receive immediate benefits and not merely "deferred retirement" and has at least ten (10) years service in the Warren Hills Regional High School District (service in the predecessor districts shall constitute service in the district for purposes of this Section) shall be eligible for payment for unused sick leave.

2. Effective July 1, 1988, any teacher or secretary who severs service or retires from the district according to the provision of the TPAF or PERs respectively with at least eighteen (18) years service in the Warren Hills Regional School District shall be eligible for payment for unused sick leave.

## ARTICLE XI, PROMOTIONS

### A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility including but not limited to positions as specialists. All vacancies in promotional positions, including specialists, shall be publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least twenty (20) work days before the final date when applications must be submitted and a copy of said notice shall be given to the Association at the time of posting. Teachers or secretaries who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.

2. Teachers and/or secretaries who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers and secretaries of any vacancy in a position for which they desire to apply.

ARTICLE X, TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS

A. No later than April 1 of each school year, the Superintendent shall make available to the Association and post in all school buildings a list of the known unfilled positions which he expects to fill prior to the opening of school in September. Revisions of the aforementioned list will be made as of May 1, June 1 and August 1. During July and August the revised list will not be posted in the school buildings. However, it will be forwarded to the Association President at his/her summer address as filed with the Board.

B. Teachers who desire to change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than May 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. Decisions pertaining to assignments shall be made by the Superintendent of Schools after consultation with principals and department chairpersons. Upon reaching his/her decision, the Superintendent shall notify the employees involved.

C. As soon as practicable, and no later than the last two weeks of school, the Superintendent shall post in each school and make available to the Association President, a system-wide roster showing the names and tentative assignments of all personnel. In the event of change of assignment, the teacher or secretary involved will be notified at the earliest possible time. Upon request of the teacher or secretary, a consultation with the Superintendent or his/her designee will be held concerning such change.

D. Notice of all open positions (except classroom teachers) in the Warren Hills Regional High Schools shall be posted in all schools and sent to the Association President. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within fifteen (15) days after the date of the notice.

ARTICLE IX, NON-TEACHING DUTIES

A. Procedures governing the collection, care and disposition of money collected from students shall be developed by the Educational Council and be recommended for adoption by the Board.

B. In the event a school vehicle is used to transport students to activities (including practice sessions) taking place away from the school building and a teacher is authorized to drive, the teacher shall be compensated for a rate commensurate with the regular rate set for payment of bus drivers for field trips. The teacher will be compensated at the rate for the time spent on the road. Teachers who are authorized to use their own vehicles for school purposes will be compensated at the rate established by the IRS as of July 1 of each year. On July 1, 1988 the rate will be adjusted to equal the established IRS rate as of July 1, 1988. On July 1, 1989 the rate will be adjusted to equal the established IRS rate as of July 1, 1989. On July 1, 1990 the rate will be adjusted to equal the established IRS rate as of July 1, 1990.

\* Note - Compensation shall be at the regular hourly rate (or compensatory time if the employee chooses) for the hours between the regular work week and the beginning of the overtime rate. (40 hours less 36 1/4 = 3 3/4 hours)

- G.
1. The teacher work year will end at 3:45 p.m. on the last day of school for students, provided that the teacher has completed normal school closing procedures without negating supervisory responsibilities.
  2. Fridays and days prior to holidays, teachers may leave fifteen (15) minutes after the students dismissal, except those teachers which have special duty assignments.
  3. School will close at 1:00 p.m. on the last school day prior to Christmas and Easter recess.

H. Secretarial Working Hours

1. Working hours shall be from 8:00 a.m. until 4:15 p.m. Monday through Friday, from the Monday of the last full week in August through June 30 during each year of the Agreement.

e. A duty-free lunch period of one (1) hour shall be provided.

b. Two (2) uninterrupted "coffee breaks" each of 10-minute duration shall be provided. One such break may be taken in the morning and one in the afternoon.

c. Secretaries may leave at 4:00 p.m. on Fridays subject to the approval of the building principal.

d. Summer hours will be 8:00 a.m. to 3:30 p.m. from July 1 through the Friday preceding the last full week in August.

e. Secretaries may leave one-half (1/2) hour after students on days prior to holidays subject to the approval of the building principal.

2. Secretaries shall be present at work on emergency closing days unless instructed otherwise by the Superintendent. Secretaries shall report as close as possible to the normal starting time. On days when school is closed because of inclement weather secretaries shall report to work as soon as weather conditions allow.

3. Overtime (defined as working hours in excess of a 40-hour work week) \*

a. All overtime on weekends or holidays shall be voluntary.

b. Overtime other than on weekends or holidays shall be worked as required by the administration. Notice that such overtime will be required shall be given as far in advance as possible and rotated to the extent feasible.

c. Overtime shall be paid at the rate of one and one half (1 1/2) times hourly rate and double time on weekends and holidays. In the alternative, compensatory time may be taken following the formula for hourly compensation to arrive at the equivalency in time.

ARTICLE VIII, TIME REQUIREMENTS

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or out" by hours and minutes. A teacher shall indicate his/her presence for duty by placing his/her initial in the appropriate column of the faculty "sign-in, sign-out" roster.
- B. 1. Teachers shall have a daily duty-free lunch period of at least twenty-five (25) minutes excluding passing time normally allocated between periods.
2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods, but they must indicate their leaving and return by initialing the faculty "sign-in, sign-out" roster.
3. Exceptions to the provisions of Section B (1) and (2) above may be made in cases of extreme emergency.
- C. Teacher participation in field trips which are scheduled to extend beyond the teacher's in-school workday, and overnight or weekend trips, shall be voluntary.
- D. Teachers are expected to perform a reasonable amount of extra and co-curricular service as part of their contracted duties.
- E. Building based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending building faculty, department meetings or other special meetings. No teacher shall be required to attend more than twenty-five (25) such meetings during any one school year. Such meetings shall begin no later than ten (10) minutes after student dismissal time and shall run for no more than sixty (60) minutes except in cases of emergency involving the health and safety of students and/or teachers. If additional time is needed, students shall be dismissed early.
- F. 1. Teacher participation in extracurricular activities which extend beyond reasonable extra time in addition to the regular school day and for those special services set forth in Appendix C shall be compensated for in accordance with Appendix C.
2. The Educational Council shall study the duties, responsibilities, and make recommendations for compensation for all extracurricular activities, and submit its recommendation to the Board and the Association prior to the commencement of negotiations.

Beginning with the 6th year through the 14th year of service with the district, one additional day per year until 20 days at 15 years.

Beginning with the 20th year of service with the district, 25 days.

3. Any hourly employee who has been employed by the Board for not less than six hours per day during ten of the preceding twelve months, shall, upon being employed on a full/time basis, be entitled to five paid vacation days during the initial year of full/time employment.



ARTICLE VII, WORK YEAR

A. The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred eighty-six (186) days.

B. The school calendar shall be established by the Board. When finalized, the calendar shall be appended to this Agreement.

C. Holiday Schedule - Secretaries

All secretaries, full and part/time, are entitled to the fourteen following holidays:

1988/89

1989/90

Independence Day  
Labor Day  
Thanksgiving  
Thanksgiving  
Christmas  
Christmas  
New Years  
Martin Luther King Day  
Winter Holiday  
Good Friday  
Easter Holiday  
Easter Holiday  
Memorial Day  
Open Holiday\*

\*Each secretary may select one holiday of his/her choosing as long as that day is a day that school is closed for students and is approved by the immediate supervisor. Reasonable notice shall be given and supervisory approval shall not be arbitrarily withheld.

D. Vacation Schedule - Secretaries

1. Vacation time may be taken at any time during the year and shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.

2. Vacation days shall be earned as follows:

1 day per month for a total up to 10 months for school service with the district if total school service is under 5 years. (total entitlement - 10 working days)

## ARTICLE VI, MANAGEMENT RIGHTS

Subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations, the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right (a) to direct employees of the school district; (b) to hire, promote, transfer, reassign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to establish work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

F. The Association shall have the reasonable use of the interschool and intraschool mail facilities and school mail boxes as it deems necessary. Permission of the building principal or his/her designee shall be required. Such permission shall not be withheld unreasonably.

G. During the annual Orientation meeting of teachers, the Association shall, if it so requests, have 30 minutes time on the program.

H. 1. An Association representative may speak to the teachers at any faculty meeting for a reasonable time upon the request of the representative. The principal shall place the representative's request on the agenda.

2. Whenever possible, the notice of and agenda items for any meetings shall be announced to the teachers involved at least one (1) day prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.

## ARTICLE V, ASSOCIATION RIGHTS AND PRIVILEGES

### A. Information

The Board agrees to furnish upon request of the Association a current roster of certified personnel (as of September 1), one (1) copy of the agendas and the minutes of all public Board meetings, and one (1) copy of the names and addresses of all teachers and secretaries. The Board also agrees that upon written request from the Association or any member thereof prosecuting a grievance beyond Level Two, it will provide such information as may be reasonably necessary to process the grievance.

### B. Use of School Buildings

The Association and its representatives shall have the privilege to use school buildings at reasonable hours for meetings. Prior approval of the time and place by the Superintendent or his/her designee, shall be required but shall not be withheld unreasonably.

C. Whenever, by mutual agreement of the Association and the Board or its representative, any representative of the Association or any teacher or secretary is scheduled to participate in a formal grievance proceeding during regular school working hours, he/she shall suffer no loss in pay for such time. No representative of the Association or any teacher or secretary shall be required to attend conferences, or meeting with loss of pay. Grievance conferences and hearings shall, whenever possible, be scheduled at times other than regular school hours.

D. The Association shall have access to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times and when such equipment is not otherwise in use. The Association shall pay the actual cost of all materials incidental to such use. No equipment shall be removed from school property. The Association will pay for any damage incurred, loss, or theft of borrowed property. Permission of the building principal or his/her designee, shall be required. Such permission shall not be withheld unreasonably.

E. The Association shall have, in each school building, space for its exclusive use on the bulletin board in each faculty lounge. Material to be posted shall be in good taste.

#### ARTICLE IV, EMPLOYEE RIGHTS

##### A. Required Meetings or Hearings

Whenever any teacher or secretary is required to appear before the Board of Education or any committee or member thereof concerning any matter which would adversely affect the continuation of that teacher or secretary in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

##### B. Association Identification

No teacher or secretary shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins or other identification shall be in good taste.

##### C. Just Cause

Unless a just cause therefor exists, no tenured employee shall be disciplined, reduced in rank or monetary compensation. Any such action by the Board, or any agent or representative thereof, shall not be made public until formal action thereon is taken by the Board.

##### D. Past Practices

Unless otherwise provided in this Agreement, nothing contained in this Agreement shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any terms and conditions of employment existing prior to its effective date.

2. Earned vacation shall be paid according to the portion of full months worked to the total contract year, unless proper notice has not been given.

3. If the full two (2) weeks' notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee.

E. Summer employment opportunities for teachers shall be posted when such employment involves more than ten (10) working days during the summer period. This posting shall include the rate of pay, the anticipated duration of employment and all the qualifications for the position.

## ARTICLE III, EMPLOYMENT PROCEDURES

### A. Placement of Salary Schedule

1. Each teacher and secretary shall be placed on the proper position of the appropriate salary schedule as of the beginning of the current school year as per Schedule A or Schedule F respectively.

2. A teacher or secretary who receives no credit for experience under Article III, B, employed by the Board during the school year shall advance to the next appropriate place on the salary schedule on the first day of the new school year if that teacher or secretary was hired prior to February 1. If a teacher or secretary was hired after February 1, that teacher or secretary would remain at the place at which he/she was hired throughout the following school year. In all cases salary adjustments would be made in accordance with the negotiated salary schedule.

3. A teacher or secretary who received credit for experience under Article III, B, employed by the Board during the school year shall advance to the next step on the salary guide at the beginning of the next school year.

### B. Credit for Experience

Credit for experience through Step L of the salary guide may be given for previous outside teaching or secretarial experience in any duly accredited school upon initial employment or reemployment in accordance with the provision of Schedule A or F respectively. All credit for military service earned pursuant to N.J.S.A. 18A: 29-11 shall constitute part of such credit.

### C. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30, pending completion of negotiations. Secretaries shall be notified of their contract and salary status for the ensuing year no later than one (1) month from ratification and approval of the contract.

### D. Resignation of a Secretary

1. A secretary who is resigning his/her position shall give two (2) weeks' notice.

ARTICLE II, NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement concerning the terms and conditions of employment. Any agreement so negotiated shall apply to the unit defined in Article I, be reduced to writing, be ratified by the Association, be adopted by the Board and be signed by the Association and the Board.

B. This agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.



## PREAMBLE

This AGREEMENT entered into this first day of July 1988, by and between the BOARD OF EDUCATION OF THE WARREN HILLS REGIONAL HIGH SCHOOL DISTRICT, hereinafter called the "Board," and the WARREN HILLS REGIONAL EDUCATION ASSOCIATION, hereinafter called the "Association."

WITNESSETH:

### ARTICLE I, RECOGNITION

#### A. Unit

The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel employed by the Board, including:

1. Classroom Teachers
2. Psychologist
3. Nurses
4. Guidance Counselors
5. Librarians
6. Social Worker
7. Learning Disabilities Teacher Consultants
8. Speech Correctionist

but excluding:

1. Assistant Principals
2. Business Administrator
3. Curriculum Coordinator
4. Department Chairpersons
5. Directors
6. Principals
7. Substitutes
8. Superintendent of Schools

B. The Board also recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions for the personnel formerly represented by the Warren Hills Regional Secretaries Association.

#### C. Definition of Teacher

Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as above defined in Article I, A.

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It is the policy of Warren Hills Regional Schools not to discriminate on the basis of race, color, creed, religion, sex, ancestry, national origin or social or economic status in its educational programs or activities and employment policies.