

AGREEMENT

between the

Watchung Borough Board of Education
BOARD OF EDUCATION OF THE BOROUGH OF WATCHUNG

THE COUNTY OF (SOMERSET,) NEW JERSEY

and the

WATCHUNG BOROUGH EDUCATION ASSOCIATION

X JULY 1987 - JUNE 1989

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ARTICLE II

NEGOTIATION PROCEDURE

1. The Watchung Borough Board of Education and the Watchung Borough Education Association agree to enter into collective negotiations consistent with the New Jersey Employer-Employee Relations Act, Chapter 123, Public Laws of 1974 in good faith effort to reach agreement on all matters concerning the terms and conditions of teacher employment.
2. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party.
3. The number of negotiators from each party shall not exceed five (5) persons. Consultants, resource and legal counsel may be added by either party. Notice to be given at least 48 hours prior to a meeting whenever possible.
4. Meetings between both parties will be held as frequently as needed to carry out the intent of Chapter 123, Public Laws of 1974. At the conclusion of each meeting the next meeting will be scheduled by mutual agreement.
5. Meetings shall begin at 8:00 p.m. and be no longer than three hours in duration unless extended for a set period of time by mutual agreement of both parties. The starting time of meetings may also be changed by mutual agreement of both parties.
6. A written agenda for the following meeting shall be decided upon prior to the adjournment of each meeting by agreement of both parties. Both the Board and the Association shall, whenever possible, provide each other with written proposals of items to be discussed at least 48 hours prior to a scheduled meeting.
7. This procedure shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
8. Representatives of the Board and the Association's negotiating committee shall meet from time to time for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.
9. Each party agrees that a written copy of any information regarding the negotiation proceeding will be provided to the other party prior to the publication of such release.

5. Grievances as defined under part one (1) of B1 of this article may be carried through all levels of this Grievance Procedure, but those as defined in part two (2) may be carried only through Level Three and, by mutual agreement, to Level Four.

6. Level One

- a. A teacher with a grievance shall notify his principal or in a building which has no principal, the superintendent, either directly or through the Association's designated representative. Within five (5) school days from the date he receives such notification the principal or the superintendent shall discuss the problem in good faith with the grievant with the object of resolving the matter informally.
- b. The principal shall notify the teacher orally of the disposition of the grievance within five (5) school days after such discussion.
- c. In the event that the grievant is not satisfied with the disposition of his grievance or in the event that he does not receive notice of its disposition within five (5) school days after having notified his principal of the grievance, he may, within five (5) school days after receiving the notice of disposition, file a written grievance with his principal.
- d. Within five (5) school days after receiving the written grievance the principal shall render a written decision to the grievant.

7. Level Two

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

D. "Rights of Teachers to Representation"

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by representative(s) of his or her own choosing. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the principal (or in a building with no principal, the Superintendent). The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Copies of all documents, communications and records dealing with processing of a grievance shall be filed separately from the personnel files of the participants.
3. In consultation with the Association, the Superintendent shall develop forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents. These forms shall be available to all staff.

ARTICLE V

WATCHUNG INSTRUCTIONAL COUNCIL

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

2. When a teacher is not available for work, every effort will be made to obtain a substitute. However, it is understood that obtaining a substitute to cover only 1 or 2 periods is normally not practical.
- F.
1. Teachers shall receive written notice of their grade level and/or subject assignment for the forthcoming year not later than the end of each school year.
 2. In the event of a change in the above assignment the teacher shall be notified in writing.

ARTICLE VIII

TEACHER EVALUATION

A. Nontenure Teachers

1. Nontenure teachers shall be evaluated by the building principal or in a building with no principal, the Superintendent, at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and the evaluator for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. The first evaluation will occur no later than December 19 of that school year. The second evaluation will occur no later than February 16. The third evaluation will occur no later than March 16. The dates of these evaluations may be waived by mutual agreement between the Board and the Association. Such evaluation in each instance shall consist of at least one period in-classroom observation of at least 30 minutes. If a teacher is employed after the beginning of the school year, the evaluation dates and intervals will be pro-rated.

B. General Procedure (all teachers)

1. All observation of the work performance of a teacher shall be conducted openly and with the knowledge of the teacher.
2. A teacher shall be given a copy of any evaluation report at least one day before any conference to discuss it. The written evaluation shall be completed and in the teacher's possession within (5) five school days after the observation. No such report shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher.
3. The written evaluation is to be signed by the teacher before it is placed in the teacher's personnel file. At the teacher's discretion the teacher may append a signed statement to the written evaluation.
4. The written reports shall include:
 - a. Strengths of the teacher
 - b. Weaknesses of the teacher
 - c. Specific suggestions as to measures which the teacher might take to improve the teacher's performance in each of the areas wherein weaknesses have been indicated.

C. Specific Procedures

1. Refer to Teacher Evaluation Policy and Process Manual.
2. Teacher Evaluation Process Manual to be annually reviewed by the administration and teachers.

ARTICLE IX

EXTRA-CURRICULAR ACTIVITIES

1987-1989

- A. An extra-curricular activity is an activity offered to a group of pupils in more than one class which meets on a frequent and regular schedule outside of regular school hours.
- B. The Board of Education agrees to pay the salaries listed below for extra-curricular activities approved by the Superintendent of Schools.

<u>ACTIVITY</u>	<u>MINIMUM # OF HRS.</u>	<u>SALARY</u>	
		<u>1987-88</u>	<u>1988-89</u>
Grades 6-8 Boys' Fall Activities	60	560	610
Grades 6-8 Girls' Fall Activities	60	560	610
Grades 7-8 Boys' Basketball	60	1150	1250
Grades 7-8 Girls' Basketball	60	1150	1250
Grades 6-8 Boys' Field and Track	60	700	760
Grades 6-8 Girls' Field and Track	60	700	760
Cheerleader Advisor	50	530	575
Girls' Softball	60	700	760
Bayberry School Fall Activities	60	560	610
Bayberry School Winter Activities	60	560	610
Coordinator of Extra-Curricular Athletics		1035	1125
Yearbook Advisor (\$100.00 to be paid if project is initiated but not completed due to insufficient interest.)	60 per person	650	705
Student Council	60 per person	700	760
			Per person to maximum of four people.
Photography Club - Valley View	60	560	610
Photography Club - Bayberry	60	560	610
Ski Club	60 per person	560	610
			Per person to maximum of two people.
Computer Club-Valley View	60	560	610
Gym Supervisor	per home contest	\$15.90	\$17.30
Chaperone: supervision at the following activities	per hour	\$10.90	\$11.85
1. Skating Parties			
2. School Dances			
3. School Concerts			
4. Young Authors			

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

- C. The above listing is not considered to be all inclusive. Any new inclusion to the above list will be negotiated between members of the Board and the Association's negotiating committee and a corresponding salary agreed upon.

ARTICLE X

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof, except that salaries of supplemental teachers shall be paid as described below. Salaries of teachers who work less than or more than the full school year shall be pro-rated.
1. Teachers employed on a ten (10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments, ten (10) equal monthly installments, or twenty four approximately equal semi-monthly installments.
 2. Teachers may individually elect to have up to ten (10) percent of their monthly salary deducted from their pay. These funds shall be placed in a savings account for the teacher and the Account Book shall be kept by the bank at the disposal of the teacher.
 3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
 4. Teachers shall receive their final June check and the pay schedule for the following year on the last working day in June.
 5. All teachers shall be given notification of renewal or non-renewal of contract for the following school year no later than April 30th of each year, and the teachers shall thereafter notify the Board of intention to accept or reject such contract, if offered, within two weeks after receipt of such notice.
 6. Upon employment the Board shall determine on which step of the guide a teacher will be placed plus credit for military service up to four (4) years. If applicable experience is denied upon hiring, those years will be added back when a teacher acquires tenure. The Board may give credit for any other experience at its own discretion.
 7. The Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal under the law.
 8. Withholding of increments is not to be construed in any way to be a merit salary guide.

9. Supplemental teachers shall be compensated at the rate of \$17.00 per hour.

WATCHUNG BOROUGH BOARD OF EDUCATION
TEACHER SALARY GUIDE
1987-88

SCHEDULE "A"

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>	<u>6-Year</u>
1.	21,300	23,300	24,300
2.	22,000	24,000	25,300
3.	22,674	24,500	26,100
4.	23,700	25,800	26,900
5.	24,715	26,802	27,831
6.	25,686	27,856	28,923
7.	26,700	28,950	30,059
8.	27,715	30,054	31,205
9.	28,786	31,232	32,427
10.	29,880	32,399	33,640
11.	31,019	33,610	34,850
12.	32,147	34,863	36,198
13.	33,226	35,995	37,403
14.	34,440	37,316	38,745
15.	37,529	40,674	42,236

A. Effective July 1, 1969, additional compensation as listed below shall be granted for satisfactory completion of graduate and under-graduate college courses approved in advance by the Superintendent of Schools. Prior to the above date, only graduate courses apply toward additional compensation. All course credits must be earned subsequent to the Bachelor's degree to qualify for additional compensation.

B. Course Credits:

B.A. +12	\$250	M.A.+12	\$200
B.A.+24	\$400	M.A.+24	\$350
B.A.+36	\$550		

Course credits may be earned prior or subsequent to the awarding of the M.A. degree.

C. The six-year level consists of 30 graduate credits earned subsequent to the earning of the M.A. and in a program approved by an institution of higher learning or with the written approval of the department chairman which leads to an educationally defined objective such as, but not limited to a specialist degree, six-year level certificate, or doctorate degree.

D. Service Increment:

25 years teaching; 20 years in District.....	\$1450
20 years teaching; 15 years in District.....	\$1250
20 years teaching; 10 years in District.....	\$1000
16 years teaching; 10 years in District.....	\$ 800
20 years teaching; <u>less than 10 years</u> in District.....	\$ 400

- E. Salary adjustments for teachers who accrue credits for a higher level of training shall be as follows:

One-half of the annual credit increment will be paid effective January 1st when courses are completed in the fall semester.

Full credit increment will be paid when courses are completed during the spring semester and summer session effective September of the new school year.

An official transcript of satisfactory completion of courses must be received by the Superintendent before an adjustment in salaries is approved by the Board of Education.

- F. Summer School

Payment for summer school teaching responsibilities will be compensated at the following rate:

One session (consisting of a two hour teaching day for a five week period) =	\$595.00 for 1987-88
	\$645.00 for 1988-89
Two sessions (consisting of a four hour teaching day for a five week period) =	\$1180.00 for 1987-88
	\$1285.00 for 1988-89

- G. Summer Curriculum

Summer curriculum committee members shall be paid at the rate of \$60.00 per half session day in 1987-88 and \$65.00 per half session day in 1988-89.

- F.

*Supplemental Teachers

Supplemental teachers shall continue to be compensated on an hourly basis. Continuance of said hourly rate of compensation shall in no way prejudice any rights the supplemental teachers may have under the law. The salaries shall be increased by percentage increase as the salary guides in each year of the contract.

ARTICLE XII

PROFESSIONAL IMPROVEMENT

- A. The Board shall pay the full cost of tuition and instructional materials related to courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested to take by the Administration.
- B. A teacher who is mandated by New Jersey State regulations to take a course(s) in the area in which he/she is currently employed, and such course(s) are not available at a New Jersey public institution of higher education, will be reimbursed for tuition for the course(s) at the full cost. Such courses are subject to provisions C1 and C2 of this article.
- C. Any teacher desiring to take any course(s) for his or her own professional improvement shall be reimbursed at the full rate charged by a New Jersey public institution of higher education. If the course is not available at a New Jersey institution, then the Board will reimburse at the New Jersey State institution rate plus fifty (50%) percent of any tuition charged in excess of such rate. These provisions for such course(s) shall be subject to the following conditions:
 - 1. Course(s) must be approved in advance by the Superintendent.
 - 2. The teacher shall complete the course successfully. The standards for successful completion shall be those of the institution at which the course is taken and an official transcript certifying said completion shall be submitted to the Superintendent.
 - 3. A maximum of six (6) credits per teacher per semester will be allowed.
- D. The Board shall pay at the rate of ten (10) dollars per day for a maximum of two (2) days to each teacher who attends the New Jersey Education Association Convention.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1972-73 school year, teachers shall be granted the following temporary non-accumulative leaves of absence with full pay each year:
1. Up to three (3) days of absence for legal, business, household, medical or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for such leave shall be made, in writing, at least three (3) days before taking such leave (except in the case of emergencies). The application for such leave shall certify that the matter requires absence during school hours, but need not state the reason for taking such leave.
 2. Days at the discretion of the Superintendent for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
 3. Up to two (2) days each for two (2) representatives of the Association to attend conferences and conventions of state and national affiliated organizations.
 4. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.
 5. Up to five (5) days in the event of illness of teacher's spouse, child, parent or any other relative of the immediate household that requires the attendance of the teacher.
 6. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, parent, spouse's parent, brother, sister or any other relative of the immediate household.
 7. Up to two days per year for attendance at funerals of friends or relatives not covered in paragraph 6.
 8. Other extension of a specific leave of absence with pay may be granted by the Board for good reason.
- B. Leave time and pay for temporary active duty of any unit of the U.S. Reserves or the State National Guard, shall be provided as required by law, provided such obligations cannot be fulfilled on days when school is not in session.
- C. Leaves taken pursuant to Section A and B shall be in addition to any sick leave to which the teacher is entitled.
- D. The Board agrees to pay each employee the sum of \$15.00 for each of the three unused personal days allotted annually available under A-1 of this clause. This sum will be paid after the close of the school year.

Footnote to Article XIV

Article XIV A-2 of the 1979-80 Agreement deleted in compliance with the law. The Association agreed with the stipulation that if the law is reversed the paragraph will be reinstated: "Days for observance of religious holidays appearing on the list published by the State Board of Education shall be granted upon request."

- G. ~~Requests for and approval of all leaves and extensions or renewals of leaves shall be in writing.~~
- H. A teacher whose leave of absence terminates during the current school year shall notify the Superintendent by February 1st of that year of his intention to return to active employment for the following school year. Failure to do so shall be construed as intention not to return.
- I. Supplemental teachers shall be entitled to all provisions of this article excepting paragraph A.

forth referred to as Disability Plan, and as designated below. The Board shall pay the full premium for each qualified teacher. To be qualified a teacher must be employed at 3/4 or more of full time.

- A. Any qualified teacher on the 1972-73 staff shall be eligible as of July 1, 1973. Future qualified teachers will be eligible on the first day of active employment (i.e. new teachers employed for 1973-74 will be eligible on the first day of school).
- B. Provisions of the Disability Plan are detailed in the master policy and shall include but not necessarily be limited to:
 1. Elimination Period
Accident - 180 days
Sickness - 180 days
 2. Maximum Duration for any one period of total disability
Accident - to age 65
Sickness - to age 65
 3. Benefits of 67% of the teacher's monthly salary (based on a 12-month year) but not greater than \$1500. per month. (Less any benefit paid or payable under Primary Social Security, Workmen's Compensation, and other private or Group Plan, or occupational disease law.)
- C. Upon acceptance of application for insurance, each teacher will be provided with a certificate of such insurance, and all rights of insured teachers will be determined by the actual terms of such certificate and the master contract. The Board shall not be responsible to the insured teacher for any error or omissions herein, or in such certificate or master policy.

DENTAL CARE INSURANCE

- A. As of July 1, 1978, the Board will provide dental care insurance, as outlined in the Delta Dental Service Plan, Inc., Group #7101 plan. The Board will pay the premium for each qualified employee only. As of July 1, 1988 the Board will provide dental care insurance for employee and spouse, as outlined in the Delta Dental Plan, Inc. Group #7101 plan.
- B. Upon acceptance of application for insurance, upon changes in the insurance programs, or upon request, the Board will provide to each teacher in the form of a booklet a description of the plan.
- C. Upon acceptance of application for insurance, each teacher will be provided with a certificate of such insurance, and all rights of insured teachers will be determined by the actual terms of such certificate and the master contract. The Board shall not be responsible to the insured teacher for any error or omissions herein, or in such certificate or master policy.
- D. The Association will agree to a change of insurance carrier for the group Dental Plan provided that the new carrier offer the same coverage with no changes in benefits.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be in effect as of July 1, 1987 and shall continue in effect until June 30, 1989.

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

In witness thereof the parties hereto have caused this Agreement to be signed by the respective presidents and witnessed by the respective secretaries on the 4th day of February, 1987.

WATCHUNG BOROUGH EDUCATION ASSOCIATION

BOARD OF EDUCATION
BOROUGH OF WATCHUNG
COUNTY OF SOMERSET, NEW JERSEY

Irving W. Fenner 2-4-87
Irving W. Fenner, President

Barbara Reale 2-4-87
Barbara Reale, President

Mary T. Nunn 2-4-87
Mary T. Nunn, Secretary

Steffi-Jo Bernstein 2-4-87
Steffi-Jo Bernstein, Secretary