

634

AGREEMENT
BETWEEN THE
WANAQUE BOROUGH DISTRICT
BOARD OF EDUCATION
AND THE
WANAQUE BOROUGH EDUCATION ASSOCIATION
2000-2003

TABLE OF CONTENTS

I	RECOGNITION	1
II	NEGOTIATIONS OF SUCCESSOR AGREEMENT	1
III	GRIEVANCE PROCEDURE	2
IV	TEACHING HOURS	5
V	SUBSTITUTE TEACHERS	9
VI	NON-TEACHING DUTIES	9
VII	MILEAGE REIMBURSEMENT	11
VIII	ASSIGNMENT AND TRANSFER	12
IX	EVALUATION	13
X	PERSONNEL FILES	14
XI	FACILITIES	16
XII	LEAVE WITHOUT LOSS OF SALARY	16
XIII	EXTENDED LEAVES OF ABSENCE	18
XIV	HEALTH INSURANCE	18
XV	SABBATICAL LEAVE	19
XVI	PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	22
XVII	AGENCY SHOP	26
XVIII	LENGTH OF SCHOOL YEAR	28
XIX	SALARY	28
XX	MINI-GRANT FUND	30

XXI MISCELLANEOUS PROVISIONS	30
XXII MANAGEMENT RIGHTS CLAUSE	31
XXIII PAY FOR ACCUMULATED SICK DAYS UPON RETIREMENT	31
XXIV FULLY BARGAINED AGREEMENT	31
SALARY GUIDE 2000-01	32
SALARY GUIDE 2001-02	32
SALARY GUIDE 2002-03	33

ARTICLE I
RECOGNITION

- A. The Wanaque Borough Board of Education hereby recognizes the Wanaque Borough Education Association, hereinafter referred to as the WBEA, as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed full time and part time teachers, fully certified nurses, social workers, and the school psychologist, hereinafter referred to as "employees.
- B. The parties agree that the WBEA is the certified negotiations representative of certificated staff, full-time custodians and secretaries employed by the Board. In recognition of this agreement, the Recognition Clause of the successor agreement to this one shall be amended accordingly.

ARTICLE II
NEGOTIATIONS OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations prior to February 1, 2003 over a successor agreement in accordance with Chapter 123, Public Law, 1974 in a good faith effort to reach agreement on matters concerning the terms and conditions of employment.
- B. It is further agreed that the WBEA and the Board will submit proposals to each other no later than the first full week in January 2003.
- C. Any agreement so negotiated shall be reduced to writing and presented to the Wanaque Board of Education and the WBEA for ratification or rejection. Upon approval by both parties, the contract will be signed by the Wanaque Board of Education and the WBEA.

D. The term of this agreement shall be July 1, 2000 through June 30, 2003.

*
ARTICLE III
GRIEVANCE PROCEDURE

- A. Any employee shall have the right to appeal the application of policies, administrative decisions or the articles of this agreement that are terms and conditions of employment affecting him/her through administrative channels within twenty (20) school/business days following the act or condition which is the basis of his/her complaint.
- B. A grievance is defined as a claim by the employee or employees, or the Association, that there has been an improper application, interpretation, or violation of a policy, this agreement or an administrative decision affecting terms and conditions of employment.
- C. With respect to personal grievance, he/she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her own appeal. He/she shall have the right to present his/her own appeal at the Principal's level and the right to designate representatives of the WBEA to appear with him/her at all levels of appeal. Designated representatives may be President, Vice President, or persons officially acting as such for the WBEA.
- D. The WBEA may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
- E. Any employee who has a grievance shall discuss it first with his/her Principal or immediate superior or department head (if applicable) within twenty (20) school/business days of incident in an attempt to resolve the matter informally at that

level. (Step 1)

- F. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee, within five (5) school/business days, he/she shall set forth his/her complaint in writing to the Principal. This shall include: 1. The specific policy, administrative decision or article of this agreement alleged to have been improperly applied, interpreted or violated. 2. The specific action causing the complaint. 3. Date of alleged action. 4. Adverse effect. 5. Desired remedy. 6. Person(s) affected. 7. Signature and date of submission. The Principal shall communicate his decision to the employee in writing within five (5) school/business days of the receipt of the written complaint. (Step 2)
- G. The employee may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing within five (5) school/business days from the date of decision by the principal and must set forth the grounds upon which the grievance is based as stated above. The superintendent shall request a written report on the grievance from the Principal, shall confer with the concerned parties and, upon request, with the employee or Principal separately. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school/business days. The Superintendent shall communicate his decision in writing along with the supporting reasons, to the employee and the Principal. (Step 3)
- H. If a grievance is not resolved to the employee's satisfaction he/she may directly, after step three (3) and within ten (10) school/business days, request a review by the Board

of Education. The request shall be submitted in writing as itemized in F above through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education within five (5) school/business days. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within twenty (20) school/business days from the time the Board received the appeal, providing no outstanding grievance exists at the Board level. If an outstanding grievance exists the twenty (20) day period shall begin upon written reply to the previous grievance. (Step 4)

- I. If the aggrieved person is not satisfied with the disposition of his/her grievance then he/she may submit the grievance to the WBEA for final determination as to whether the grievance should be submitted to binding arbitration. The WBEA may submit any grievance to binding arbitration within fifteen (15) school/business days after receipt of the Board's decision. Such arbitration shall be in accordance with Rule 19:12-14 of the New Jersey Public Relations Commission, as supplemented and amended. (Step 5).
- J. The arbitrator chosen to serve shall be limited to addressing only the issue or issues presented and shall add nothing to nor subtract anything from the terms of the Agreement nor require the parties to act in a manner contrary to law.
- K. The parties agree to follow the procedures outlined in the agreement, and to use no other channels to resolve any question or proposal until the procedures within this agreement are fully exhausted.
- L. The cost for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall

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

ARTICLE IV
TEACHING HOURS

- A. 1. Teachers will be required to report to school at 8:30 a.m. with instructional time to begin at 8:45 a. m. with a ten (10) minute homeroom. It is also understood that ninth period will become an instructional period and p.m. homeroom will be deleted.
2. Effective with the 1998-99 school year, teacher-pupil contact time shall be increased by sixteen (16) minutes per day. Depending upon the manner in which the Board distributes these additional minutes throughout the workday, the 3:15 p.m. and 12:55 p.m. dismissal times set forth in Paragraphs J, K, L and M may be affected.
- B. 1. All teachers shall be released from pupil supervision and instruction for 200 minutes in each full five day school week and are to utilize these periods for instructional planning and preparation.
2. Teachers released from pupil supervision above and beyond 200 minutes of preparation time per week may be assigned to non-instructional supervision. Such assignments will be limited to:
- A. Lunch detention
 - B. In-school suspension
 - C. Inside lunch duty
 - D. Outside lunch duty

Assignments shall consider the effects upon instructional time which shall remain the

top priority, and will be assigned in a responsible and equitable manner.

- C. When an emergency requires the cancellation of preparation time during a regular school day, it shall be returned to the individual as preparation time within ten (10) school/business days.
- D. When instructional time for special programs is lost due to holidays, the administration has the right to make adjustments in the schedule for students' hours only. (ex. Friday schedule on Monday.) These adjustments shall only be made during weeks containing less than five (5) full school/business days. Preparation time lost as a result of these schedule changes cannot be recovered. Notification of adjustment in schedule shall be given to staff at least ten (10) school/business days prior to effective change.
- E. Arrival time for teachers shall be fifteen minutes before commencement of school. The Association shall provide to the Board the names of certificated staff members, to a maximum of four (4) per day in each building, within the unit who shall be volunteers to perform A.M. playground supervision. If, during the course of this agreement, the Association does not provide a sufficient number of volunteers to perform A.M. playground supervision, the Board shall have the right to appoint four (4) certificated unit members in each building to perform this supervision on a rotating basis.
- F. Teachers performing A.M. playground supervision shall be compensated by being permitted to leave at dismissal time for students on a regular school day.
 - 1. Compensatory time must be taken within the week of the scheduled A.M. duty unless the A.M. duty is performed on:
 - a. The day of early dismissal for students.

- b. The day before a holiday, vacation, or scheduled school closing.
 - c. The day of scheduled staff meetings or workshops.
 - 2. Compensatory time may be accumulated from the above exclusions to a total not to exceed one (1) compensatory day and shall be subject to the guidelines as set forth in Article XI, Paragraph G.
 - 3. Compensatory time for A.M. duty shall not interfere with the needs of a student requiring additional help after school. Therefore, any teacher volunteering for A.M. duty shall arrange his/her schedule to accommodate such a student.
- G.
 - 1. On days when the administration announces inclement weather, all staff not having homerooms will be assigned student coverage from 8:30 a.m. to 8:55 a.m. The time-for-time concept is not applicable to these staff members in this instance.
 - 2. On those days, should the ratio of students to assigned staff in each building fall below a reasonable number, the classroom teachers will provide coverage on a rotating basis.
- H. On school days following dismissal of assigned students the staff shall devote a minimum of fifteen minutes and whatever additional time is necessary in his/her professional judgment for individual pupil needs unless otherwise directed by the administration.
- I. On days preceding holidays and vacations, the teachers' day shall end with the pupils' day.
- J. On the first Monday following the regular Board meeting, the school facility shall be

reserved for WBEA meetings after 3:15 p.m. Another day may be utilized if mutually agreed between the Superintendent and the WBEA.

- K. Full day workshops shall end at 3:15 p.m. and shall be limited to three (3) per year. Workshops scheduled on days of 12:55 p.m. dismissal for students shall conclude no later than 3:45 p.m. and shall be limited to four (4) per school year and to Mondays unless mutually agreed between the Superintendent and the WBEA. The Board may schedule three (3) additional 12:55 p.m. workshops with the understanding that these additional 12:55 p.m. workshops must conclude no later than 3:15 p.m. Compulsory staff meetings shall be scheduled on Mondays, not more than nine (9) times during the school year and shall be announced five (5) school days prior to the meeting. All staff meetings shall end no later than 4:00 p.m.
- L. Teachers are expected to return for Back-To-School Night. On the designated date of BTSN, students and teachers shall be dismissed at 12:55 p.m.
1. The duration of BTSN shall not exceed a two hour maximum.
 2. Any teacher not attending BTSN will be assessed $\frac{1}{2}$ personal day.
 3. Teachers who have called in for a sick day on the day of BTSN must contact building administrator prior to 4:00 p.m. on that day if they will be unable to attend BTSN, and paragraph #2 will not apply.
 4. Teachers who have been dismissed at 12:55 p.m. and are unable to attend BTSN due to illness will notify the building administrator as soon as possible on that day. This absence due to illness will be assessed at $\frac{1}{2}$ sick day.
- M. On days scheduled in the calendar for parent-teacher conferences, students shall be

dismissed at 12:55 p.m. Teachers shall remain in school at least until the end of the regular school day under the direction of the Administration. On the day designated for evening conferences, teachers who have scheduled evening conferences may leave when students are dismissed. Teachers not returning for evening conferences shall remain at least until the end of the regular school day under the direction of the Administration. Evening conferences shall be limited to one day per school year. Contract provisions for dismissal time on the day before a holiday or vacation shall not apply during parent-teacher conferences. Individual parent-teacher conferences shall be scheduled at a time mutually agreed upon by parent and teacher, subject to the approval of the Administration.

ARTICLE V **SUBSTITUTE TEACHERS**

On any given day(s) that a substitute teacher cannot be obtained and the Superintendent of Schools or his/her designee may determine that it is most expedient under the circumstances to assign the class to another teacher, then and in that event, the regular teacher to whom said children have been assigned shall, in addition to his normal compensation, receive an additional remuneration of \$70.00. In the event it becomes necessary to assign children to more than one teacher, such amount shall be divided among the teachers involved. Such additional monies shall not be construed as part of any teacher's salary for purposes of pension, etc. Amount due to staff members pursuant to this section shall be paid twice per year during the months of February and

June.

ARTICLE VI
NON-TEACHING DUTIES

- A. A central register system will be maintained for the district schools by the Board of Education.
- B. A sign in and out log for the beginning and end of each work day will be placed in a central location in each building.
- C. Employees leaving the buildings during the school day will notify the office of their departure and return.
- D. Employees travelling between buildings during a regular school/business days will sign in and out upon arrival and departure.
- E. Teachers are responsible for the general appearance of their classrooms; however, they will not be required to do the following:
 - 1. Custodial duties - moving book cases, cleaning, carrying Audio Visual Aid equipment or excessive numbers of books and/or supplies, or sweeping glass. Any dangerous situation existing in the classrooms will be reported to the office promptly and the safety of the students will be monitored by the teacher. If a dangerous situation persists, the teacher may remove his/her students to a safer area.
 - 2. Grade and score district standardized tests.
 - 3. Hold conferences during their preparation time or lunch time.

4. Hold conferences before or after school unless one school/business day advance notice has been given.
 5. Clerical duties normally assumed by secretarial staff such as filing, recording or permanent records, answering phones.
 6. Except as indicated in Article IV, B(2) lunchroom and playground supervision during any student lunch period, except in case of emergency or other extenuating circumstances. This time spent doing lunch or playground supervision shall be used for teaching related activities.
- F. It is the intention of the parties that each employee be available to supervise one (1) after school activity, one day/one night per school year such as a school dance, concert, etc., with no additional pay. It shall be the duty of the Superintendent or his/her designee to announce to the staff by September 30 of each year the exact dates, time, and duties of each after school function. The notice shall include the number of volunteers needed for each activity. Preference shall be given to grade level teachers and their grade level functions for first choice. The remaining functions shall be on a first sign-in basis of the teachers' preference. Names of the volunteers for each activity shall be returned to the administration within five (5) school/business days after they were posted. It is the responsibility of the employee to attend the function once the sign-up has been completed or to arrange his/her own coverage.
- G. Employees are entitled to receive a 40 minute duty-free lunch.
- H. Mentoring. Selection of teachers to be mentors shall be made from volunteers and shall be made on a rotating basis from said volunteers.

ARTICLE VII
MILEAGE REIMBURSEMENT

Employees who may be required to use their own automobiles in the performance of their duties and those who are assigned to more than one (1) school per day, shall be reimbursed for all such travel at the rate the State pays its employees, but not less than the IRS approved rate.

Employees shall be compensated for all driving done between arrival at the first location at the beginning of their workday and departure from the final location, except as noted below.

If the final location is closer to home than the initial location, the employee shall not be reimbursed for travel from the initial to final location.

ARTICLE VIII
ASSIGNMENT AND TRANSFER

- A. In the event that changes in class and/or subject assignments, or building assignments are proposed after June 30th, the WBEA and any employee shall be notified in writing and upon request of the employee and the Association, the changes shall be promptly reviewed between the Superintendent and the employee affected. Sole right of transfer shall rest with the Board of Education.
- B. Teachers may make known any preference or requests for the coming school year's assignment not later than March 1st on the form provided by the Administration.
- C. Non-binding notification of assignment will be given to each teacher by June 15th, earlier if possible.

- D. Consideration for transfer between buildings may be given to those teachers who have indicated a preference for such transfer prior to March 1st, provided that:
1. A suitable opening exists.
 2. The teacher's background and experience are of essential importance to the opening available.
 3. Final determination to be made by the Board of Education upon administrative recommendation.
- E. All District certificated positions will be posted in each building promptly after action of the Board.

ARTICLE IX
EVALUATION

- A. All monitoring or observation of the work performance of the employee shall be conducted openly and with full knowledge of the employee. Any evaluation or informal criticism of the performance of an employee shall be done in a confidential professional setting. All required observations for tenured teachers shall be completed by April 30. Non tenured teachers shall be completed by April 30.
- B. Employees shall be evaluated in accordance with state law. After any observation, the employee and the evaluator shall meet informally, within fifteen (15) school business days, to discuss the unique characteristics of the evaluation before the report is finalized.
- C. An employee shall be given a copy of any final evaluation report prepared by the

evaluator within ten (10) school business days unless unusual circumstances require additional time. Such report shall include:

- (1) Strengths of the employee as evidenced during the observation.
- (2) Weaknesses of the employee as evidenced during the observation.

- D. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated shall be included. The employee and evaluator shall indicate the receipt of a copy of the evaluation by signing the attached receipt to be retained by the respective persons. Said signature in no way indicates acceptance or acquiescence by the person being evaluated. All employees shall have a conference within ten (10) school business days after receipt of the evaluation, unless waived by the employee.
- E. Within ten (10) school business days of receipt of final written evaluation, the employee shall have the right to submit a written response pertinent to such evaluation. This rebuttal shall be reviewed and signed by the evaluator and attached to all copies of said evaluation. At this time all formal evaluation documents shall be signed by the respective persons. Said signature on these documents in no way indicates agreement with the contents.

ARTICLE X **PERSONNEL FILES**

- A. Any written complaints regarding an employee that may influence evaluations of said employee, made to any member of the administration shall be revealed to said

employee. The Principal or immediate superior shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally. The employee, after the initial meeting, shall have the right to be represented by the WBEA at any meetings or conferences regarding such complaint.

- B. No material critical of an employee's conduct, service, character or personality shall be placed in his personnel files unless the employee has had an opportunity to review the material. The employee shall acknowledge having reviewed such materials by immediately affixing his/her signature to an attached receipt to be filed with the express understanding that such signature in no way indicates agreement with the contents.
- C. The employee shall also have the right to submit a brief written response pertinent to such critical material within five (5) school/business days. His/her answer shall be reviewed and signed by the Superintendent or his designee and attached to all copies of said critical material. Within five (5) days of receipt, all formal documents shall be signed by the respective persons. Said signature on these documents in no way indicates agreement with the contents.
- D. All communications that will be included in the employee's personnel file shall be annotated as such. (EXAMPLE: CC personnel file). The personnel file referred to in this or any other article of this agreement shall be defined as that file which is assigned to each professional staff member by the Superintendent of Schools and is maintained on a permanent basis in the offices of this individual.
- E. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained

therein. An employee shall be entitled to have a representative of the Association accompany him/her during such review. At least once every three (3) years, an employee shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. They shall be destroyed. Disputes over the retention of said documents shall be decided by the Board of Education.

ARTICLE XI
FACILITIES

- A. Teachers will be supplied with the following:
1. A private pay phone.
 2. Key and lock for assigned desk and filing cabinet or equivalent filing space.
 3. An adequate lunchroom facility.
 4. Filing cabinets or equivalent filing space (one per classroom).
 5. A separate phone will be provided for teachers to conduct school business.

ARTICLE XII
LEAVE WITHOUT LOSS OF SALARY

- A. All employees shall be entitled to three (3) days' leave of absence per school year. Personal days taken before or after a holiday or scheduled school closing shall be limited to one (1) day. The Superintendent shall have the discretionary authority to extend beyond one day. Other than emergencies, to request a leave of absence an advance notice of three (3) school days shall be given to the administration. In order not to have pay docked on a day when leave is taken in an emergency, an employee must notify the Superintendent or his/her designee before the school day begins of his unavailability and submit within one school day a deferred written request. Any individual whose employment commences after September 1 shall be entitled to one day's leave of absence for each three months of employment. In the event an employee does not use his/her personal days, such days not utilized shall accumulate as sick days.

- B. The Board of Education shall allow five (5) consecutive days', exclusive of weekends, leave at any one time for death in the immediate family. Immediate family shall be wife, husband, children, step children, mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild and all of the above for the spouse. In circumstances where five (5) days are insufficient to fulfill the intent of this article, the Superintendent shall have the discretionary authority to extend the period beyond the five (5) days.
- C. All employees unable to attend the NJEA Convention must utilize these days for professional improvement.
- D. In the event educational meetings appropriate to the needs of the district are offered outside the district during the course of the school year, staff members may request permission to attend such meetings. Approval for such meetings must be obtained through the Superintendent of Schools or, where necessary, the Board of Education.
- E. All employees shall be entitled to twelve (12) cumulative sick days per school year. Any individual whose employment commences after September 1 shall be entitled to 1.2 cumulative sick days per month (.50 = 1/2 day; .51 or over = full day; .49 or less will be dropped).
- F. Employees shall be given written accounting of accumulated sick leave sometime during the year at the convenience of the administration.

ARTICLE XIII
EXTENDED LEAVES OF ABSENCE

- A. The Board shall grant maternity/paternity leave without pay to any employee for child-rearing upon written request, subject to the following stipulations and limitations:
1. Employees requesting leave without pay for child-rearing shall submit a request to the Superintendent sixty (60) calendar days prior to the date he/she desires to commence the leave.
 2. A leave without pay for child rearing shall continue until the end of the then current school year.
- B. A tenured employee on child-rearing leave without pay shall be granted an extension of one (1) full year provided this request is received in writing at least ninety (90) days prior to the next school year.
- C. Any employee adopting a child shall receive a similar leave as enumerated above when he/she receives de facto custody of the child.

ARTICLE XIV
HEALTH INSURANCE

- A. The Board of Education shall provide each employee with the Horizon Blue Cross/Blue Shield Health Benefit Plan and pay the premium for said employee.
- B. The Board of Education shall pay 100% of the premium for dependents of full-time employees who desire their dependents to be covered by the aforementioned plan.

- C. The Board of Education shall provide each employee with a dental insurance plan and pay the premium for said employee.
- D. The Board of Education shall pay the premium for dependents of full-time employees who desire their dependents to be covered by the dental plan subject to the limitations of Paragraph E below.
- E. For the term of this Agreement, the Board's contribution for dental insurance shall not exceed \$66,650 per year. The Board shall not be obligated to pay any additional premiums in excess of these caps unless the parties negotiate same.
- F. Insurance -

A new category of health benefits will be established as "husband/wife in district" or "family in district". This category will provide that anyone included will be made whole for all eligible medical benefits equivalent to having separate coverage in the district. The district will hold these members harmless for any eligible costs that would not have been incurred if both district employees had family or husband/wife coverage. In the event of death or divorce the employee(s) will be covered automatically from day one of their change in marital status.

EOB's or other necessary documents may be submitted at the employee's convenience to the district and will be paid within a reasonable amount of time.

ARTICLE XV **SABBATICAL LEAVE**

- A. Sabbatical leave for approved study, travel or research may be granted by the Board of

Education, upon recommendation of the Superintendent of Schools, after at least seven (7) consecutive years of experience in the Wanaque School District. The determination of an approved program of study, travel or research will be at the sole discretion of the Board of Education and will be based on benefit to the district.

- B. No more than two (2) individuals from the district may be on sabbatical leave at any one time.
- C. Requests for sabbatical leave for the ensuing school year shall be made in writing through the Superintendent of Schools to the Board of Education by April 1st of each year. Such requests shall include a complete statement of aims and objectives and the procedures whereby these aims and objectives are to be achieved.
- D. The sabbatical leave is granted without pay for a maximum period of one year. However, the Board of Education will provide a stipend equal to but not greater than the cost of the health and dental insurance premium paid for that employee in the employment year immediately preceding sabbatical leave.
- E. Individuals on sabbatical leave may participate in any tuition reimbursement program currently in effect in the district.
- F. Upon return from sabbatical leave, an individual will receive full credit for time spent on such leave towards the next salary increment provided he/she has successfully fulfilled the program of study, travel or research approved by the Board of Education.
- G. During the course of the sabbatical leave, the individual shall make such regular written reports to the Superintendent of Schools as he may require and upon completion of the leave a final written report shall be made to the Superintendent of Schools and the

Board of Education.

- H. As a condition to a sabbatical leave the individual shall be deemed to have agreed, by acceptance of such leave, to continue in the service of the Wanaque School District for a period of one (1) year after the expiration of the sabbatical leave. Voluntarily failing to so continue in service, the individual shall repay to the Board of Education the full cost of the stipend provided while on leave and any tuition reimbursement received.

ARTICLE XVI
PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

A. Professional Development

1. Purpose

In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff the responsibility for the upgrading and updating of teacher performance and methodology. The Board and the Association support the principles of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his/her own problems, functions, interests and needs.

The Board agrees to implement the following commencing with the 2000-2001 school year:

2. Professional Development Committee (Local Board)

a. Role of the Committee

The Committee, as established by the Department of Education regulations, shall be empowered to work in conjunction with the district superintendent, to assess in-service needs and professional development opportunities and to plan and implement professional development programs in accordance with the needs.

- b. The Professional Development Committee shall establish its own rules and procedures. The committee will develop the appropriate forms needed to conduct its business and meet its responsibilities to the district and individuals. Said forms will include, but not be limited to, application forms, payment requests and maintenance of individual training hours.
- c. Release time shall be provided for all members of the Local Professional Development Board to work on the professional development program and needs.

3. Programs

a. Professional Days

The Board will pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions or other such sessions which a teacher attends as part of his/her continuing education plan and/or is required and/or requested to attend by the administration. Said expenses include, but are not limited to, registration fees, transportation and materials.

b. In-Service Workshops, Conferences, Programs

The Board may, at its discretion, consult with the Association on matters pertaining to in-service workshops, conferences and programs designed to improve the quality of instruction within the school district.

(1) All certified staff will have the opportunity to complete the in-

district professional development workshops. Credit toward the 100-hour requirement will be awarded for seminars/workshops that are approved by the Superintendent in consultation with the local professional development board. To receive credit, the staff members must satisfactorily complete the seminar/workshop.

- (2) Each six-hour block of seminar/workshop time will qualify toward "Flex Days" as per the district calendar. Proof relative to attendance at each "flex day" will be required.
- (3) All newly hired staff will be required to complete the ITIP and Teaching Styles courses within the first three years of employment. Veteran teachers may also enroll in ITIP and/or Teaching Styles/Learning Styles. In fact, they are encouraged to do so.
- (4) Staff members who serve as instructors for in-service seminars/workshops will receive a \$60.00 per hour stipend for the presentation as well as the clock hours credit towards the 100-hour professional hour requirement. Staff member preparation time for each workshop shall be included in the \$60.00 stipend. Further, preparation time will be computed as credit toward the 100-hour requirement. The ratio established shall be as follows:
For every one hour of presentation time, the Presenter shall receive three hours of credit toward the 100-hour requirement.

4. Record Keeping

The district will maintain records of the number of hours of continuing education for each employee and provide each with an account of his/her accumulated hours each September. Any discrepancies between the district record and the employee's record should be noted within 30 days of receipt of the Board's records.

B. Tuition Reimbursement

1. The Board agrees to an employee tuition reimbursement project for the life of the contract.
2. The project will be subsidized in three semester installments - Summer, Fall and Spring - up to a total maximum dollar amount of \$31,000 per year. This sum shall be increased to \$33,000, effective July 1, 2001 and \$35,000 effective July 1, 2002.
3. The initial maximum dollar amount for the Summer semester shall be \$15,500. (\$16,500 in 2001-02 and \$17,500 in 2002-2003); the initial maximum dollar amount for the Fall semester shall be \$7,750 (\$8,250 in 2001-02 and \$8,750 in 2002-03); the initial maximum dollar amount for the Spring semester shall be \$7,750 (\$8,250 in 2001-02 and \$8,750 in 2002-03).
4. The Board agrees that the maximum per credit hourly rate shall be that of William Paterson University of New Jersey. Further, the Board agrees that tuition reimbursement will be calculated by dividing the total money available per semester by the total approved credits earned up to a maximum per credit

rate of William Paterson University.

5. The Board agrees that should the initial maximum reimbursement in the Summer semester not be expended, the remaining amount shall be transferred and available with the initial maximum tuition in the Fall semester. Equally, any money remaining from the Fall semester is to be transferred and available in the Spring semester. Any money unexpended in the Spring semester reverts to the Board.
6.
 - (a) Teachers matriculated in degree programs by September 1, 1994 will have their courses approved pursuant to the 1991-93 agreement until their degree has been obtained.
 - (b) Effective for the Fall of 1995, such college courses shall be limited to study in one's areas of responsibility, shall enhance the District's educational goals and shall be approved in advance by the Superintendent; in addition, such courses shall be limited to a maximum of nine (9) credit hours per teacher over the three (3) semesters and not to exceed six (6) credit hours in the Fall, or Spring Semesters. The Superintendent's approval shall not be unreasonably withheld.
7. Reimbursement shall be made upon submission to the Superintendent of proof of successful completion of course(s) with a minimum grade of C or pass, if pass/fail is method of evaluation.
8. Applications shall be submitted in writing to the Superintendent by August 15th for courses to be taken during the Fall semester, by January 1st for courses to

be taken during the Spring semester, and by May 15th for courses to be taken during the Summer session. Failure of a teacher to apply by these dates shall not preclude reimbursement, but shall delay such payment until the following semester.

ARTICLE XVII
AGENCY SHOP

- A. If a bargaining unit member does not become a member of the Association effective September 1, of each year, or during the course of the year if he or she is a new employee, said unit members shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of service rendered by the Association.
- B. Prior to October 1, of each year, the Association will notify the Board in writing of the amount of the regular membership dues charged by the Association. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.
- C. If the representation fee is changed by law it will automatically be changed at the beginning of the next Association membership year.
- D. Prior to September 15th, the treasurer of the Association shall submit to the Board Secretary a list of employees who have not become members. The Board will commence deducting the representation fee in the October paycheck and transmit it to the Association.
- E. On the last working day of each month the Board will submit to the Association a list of

all employees who began their employment in the unit during the previous thirty days. The list will include names, date of employment, social security number, assignment, and home phone number.

- F. The agency fee is to be paid monthly, at the rate of 1/10th of the agreed amount. Any non-member of the WBEA who leaves the school district anytime on or after the 1st day of any month shall pay the full month's agency fee.
- G. The Association is establishing and will maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.
- H. The union shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

ARTICLE XVIII
LENGTH OF SCHOOL YEAR

- A. 187 days for returning staff.
*188 days for new staff.

Emergency days scheduled and not utilized will be returned up to a maximum of three days each school year.

ARTICLE XIX

* New staff are employees who are receiving their first full year contract.

SALARY

- A. The salary guide attached hereto and made part hereof shall be adopted by the Board of Education and accepted by the WBEA.
- B. Initial placement on the salary guide shall be negotiated among prospective employee, superintendent and Board. Once employment commences, the employee cannot make claim to any experience and/or training not recognized during his/her initial salary guide placement.
- C. The negotiated salary schedule (copy attached) shall contain steps, as indicated, numbered consecutively.
- D. Longevity will be provided as follows:

11 Years	2.75%
15 Years	3.0%
20 Years	3.25%
25 Years	3.5%
30 Years	3.75%
35 Years	4.0%

Longevity will be computed on years of active teaching service within the Wanaque District.

- E. Extra-curricular stipends to be paid as follows:

<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
----------------	----------------	----------------

1. Student Council**	507	529	551
2. Band	1576	1644	1714
3. Color Guard	450	469	489
4. Year Book	339	354	369
5. Overnight Class trips	130	136	142
6. Bedside Tutoring	40	42	44
7. Christmas and Spring Concerts	114	119	124
8. Detention Supervisors	34	35	36
9. Curricular Work	34	35	36
10. Peer Leadership	394	411	428
11. Coordinator/CST and Standardized Testing	5,434	5,667	5,908
12. Coordinator/Music	1,254	1,308	1,364
13. Coordinator/Gateway	1,254	1,308	1,364
13. After School Open Library	34	35	36

ARTICLE XX

MINI-GRANT FUND

A Mini Grant Fund shall be set up for duration of contract in accordance with the following:

1. \$3,000.00 total available per year - not carried over from year to year.
2. Interested teachers must submit in writing to the Superintendent of Schools proposal for mini-grants.
3. Criteria for these mini-grants to be developed by Chief School Administrator with input from WBEA.
4. Maximum dollar amount awarded for each grant \$1,000.00
5. Mini-grant funds are to be used to enhance the educational experience for students and to compensate teacher(s) for the time spent on these activities

** Per building with a log of activities to be provided to the administration.

outside the regular school day.

6. Mini-grants may not be used to compensate for activities or programs already in effect in the district and/or currently receiving compensation.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

- A. 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.

ARTICLE XXII
MANAGEMENT RIGHTS CLAUSE

- A. The Board reserves to itself all rights not enumerated in this contract subject to the laws of the State of New Jersey, the Constitution of the United States, the Commissioner of Education and Board rules and regulations.

ARTICLE XXIII
PAY FOR ACCUMULATED SICK DAYS UPON RETIREMENT

- A. Teachers shall be entitled to payment for unused accumulated sick days upon actual retirement pursuant to T.P.A.F. (not vesting) in accordance with the following schedule:


2000-01 \$100 a day, 100 day max.

2001-02 \$50 a day, 100 day max.

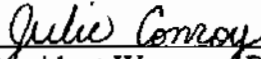
2002-03 \$50 a day, 100 day max.

ARTICLE XXIV
FULLY BARGAINED AGREEMENT

- A. This agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter covered in the agreement unless it is mutually agreed to reopen any section of said agreement.



President Wanaque Borough
Board of Education



President Wanaque Borough
Education Association

**SALARY GUIDE
WANAQUE TEACHERS
2000-01**

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+45</u>
1	36,430	40,560	45,830	47,890
2	36,630	40,760	46,030	48,090
3	36,830	40,960	46,230	48,290
4	37,030	41,160	46,430	48,490
5	37,230	41,360	46,630	48,690
6	37,430	41,560	46,830	48,890
7	37,830	41,960	47,230	49,290
8	40,000	44,130	49,400	51,460
9	40,500	44,630	49,900	51,960
10	41,000	45,130	50,400	52,460
11	42,900	47,030	52,300	54,360
12	47,350	51,480	56,750	58,810
13	52,270	56,400	61,700	63,730
14	57,700	61,830	67,100	69,160

**SALARY GUIDE
WANAQUE TEACHERS
2001-02**

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+45</u>
1	37,630	41,890	47,320	49,440
2	37,830	42,090	47,520	49,640
3	38,030	42,290	47,720	49,840
4	38,230	42,490	47,920	50,040
5	38,430	42,690	48,120	50,240
6	38,630	42,890	48,320	50,440
7	38,830	43,090	48,520	50,640
8	41,890	46,150	51,580	53,700
9	42,390	46,650	52,080	54,200
10	45,360	49,620	55,050	57,170
11	48,540	52,800	58,230	60,350
12	51,940	56,200	61,630	63,750
13	55,580	59,840	65,270	67,390
14	59,480	63,740	69,170	71,290