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AGREEMENT

Between the

**BOARD OF EDUCATION
WEST ESSEX REGIONAL
SCHOOL DISTRICT**

and the

**WEST ESSEX
EDUCATION ASSOCIATION**

1991-92, 1992-93, 1993-94

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PREAMBLE

This agreement entered into this twenty-third of September, 1991 between the Board of Education of the West Essex Regional School District, hereinafter called the "Board" and the West Essex Education Association, hereinafter called the "Association,"

The Board and the Association recognize and declare that providing a quality education for the children of the West Essex Regional School District is their mutual aim and that the character of such education depends predominantly upon their mutual cooperation.

The Board has an obligation, pursuant to N.J.S.A. 34:13A, to negotiate with the Association as the representative of the employees hereinafter designated with respect to the terms and conditions of employment.

The parties have reached certain understandings which they desire to confirm in this Agreement. The Board and the Association agree as follows:

ARTICLE 1

Recognition

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all full-time certificated personnel whether under contract, on leave, employed or to be employed by the Board, including:

1. Teachers
2. Nurses
3. Guidance Counselors
4. Librarians
5. Social Workers

but excluding supervisory and executive personnel, office, clerical, maintenance and operating employees, such as but not limited to principals, assistant principals, administrative assistants, department heads, coordinators, directors and aides.

B. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE 2

Negotiation of Successor Agreement

A. The Parties agree to enter into collective negotiation over a successor Agreement in accordance with N.J.S.A. 34:13A in a good faith effort to reach Agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin in the calendar year preceding the calendar year in which this agreement expires on a date in accordance with the provisions of Chapter 123, Public Law 1974. Any Agreement so negotiated shall apply to all teachers, be reduced to writing and after ratification by the Association and adoption by the Board shall be signed by the Board and the Association.

B. The Parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

Grievance Procedure

A. Definition

1. A grievance is a claim by an employee or employee representative that he/she has suffered harm by the interpretation, application or violation of policies, agreements, and administrative decisions affecting him/her.

2. A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.

B. Procedure

1. (a) Failure at any step of this 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 this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

(b) It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

2. Any employee grievant who has a grievance shall discuss it first with his/her principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level. The principal (or immediate superior or department head, if applicable) shall give his/her decision within five (5) school days.

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3. The employee grievant, no later than five (5) school days after receipt of the decision of the principal or other immediate superior, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss or inconvenience; (c) the results of previous discussions; and (d) grievant's dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate decisions in writing to the employee grievant, to the Association and to the principal or other immediate superior.

4. If the grievance is not resolved to the grievant's satisfaction, the grievant no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within twenty (20) calendar days of receipt of the appeal or if a hearing is granted, within twenty (20) calendar days of the date of the hearing. The referred to hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice.

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5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and the grievant wishes review by a third party, and if the Teachers Association determines that such matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on the grievances concerning:

(a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or

(b) A complaint of a non-tenure teacher which arises by reason of his not being re-employed; or

(c) A complaint by any individual personnel occasioned by appointment to or lack of a, joimntment to, retention in or lack of retention in any position for which tenure either is not possible or not required.

(d) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

6. (a) The following procedure shall be used to secure the services of an arbitrator:

(1) Either party may request the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list they may request the Public Employment Relations Commission to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

(b) The arbitrator shall be limited to the issues submitted for arbitration and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the Agreement between the parties, or any policy of the Board of Education. The recommendations of the arbitrator shall guide both parties in reaching an agreement.

(c) Rights of Teachers to Representation:

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

(2) When a teacher initiates a grievance, the Association shall be notified immediately.

(3) If in the judgement of the Association a grievance affects a group of teachers, the Association may submit such grievance in writing to the principal, if appropriate, otherwise to the Superintendent directly, and the processing of such grievance shall begin at that level.

(4) Any teacher considering filing or processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

7. The costs for the services 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 4
Teacher Rights

A. Pursuant to N.J. S.A. 34:13A the Board hereby agrees that those employees of the Board who are covered shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974.

B. No teacher shall be disciplined, reprimanded or reduced in rank or compensation, or given an adverse evaluation of his/her professional services without just cause.

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

D. No teacher shall be prevented from wearing pins signifying membership in the Association or its affiliates.

E. Any adverse statement or criticism by a super-

visor, administrator, or Board member of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

F. No grade or evaluation of a student shall be changed without the approval of the teacher, unless there has been a conference which includes the teacher's supervisor, administrator, and a representative of the Association. If the grade is changed, the teacher shall be notified, and the name of record on the permanent card shall be the appropriate administrator. The requirements of a conference and notification shall not pertain where the grade or evaluation is changed as a result of the student's performance in summer school.

ARTICLE 5

Board Rights

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.

B. The provisions of this Agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities.

ARTICLE 6

Association Rights and Privileges

A. The Board, upon written request, agrees to furnish the Association within reasonable time, a current roster of certificated full-time personnel including a

copy of names and addresses of all teachers, and such public information in response to reasonable requests from time to time, not otherwise privileged or confidential, pertinent to the Association's responsibilities as the collective negotiations representative and as representative of a grievant. The cost of furnishing such information shall be paid for by the Association at cost to the Board.

B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, or grievance proceeding the teacher shall suffer no loss in pay.

C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times and hours, provided that this shall not interfere with or interrupt normal school operations, and in the case of meetings, advanced notice of the time and place, and the approval of the Superintendent or designee is required, and such approval shall not be unreasonably withheld.

D. The Association may be permitted to use school facilities and equipment, including typewriters, duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, with prior approval of the Superintendent or designee, with the understanding that no such equipment shall be removed from the building and that all expenditures so used will be at Association's expense. Approval shall not be unreasonably withheld. The Association shall assume the expense for any damage to the equipment while in its use.

E. The Association shall have, in each school

building, the exclusive use of a bulletin board in each faculty lounge or teachers' dining room.

F. The Association shall have the right to use interschool mail facilities and school mail boxes.

G. Five (5) after-school, teacher duty-free Mondays, for the purpose of constitutional Association meetings, which are to be decided by the Superintendent, after consultation with the Association President, are to be placed in the Teacher's Handbook for the year.

H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other teacher organizations.

I. The Board shall provide up to one period per day of released time to the President of the Association during his/her term in office. Said time shall be in addition to regularly scheduled preparation time and lunch period. The Association President's teaching schedule shall be arranged, if possible, so that the lunch period, preparation period, and release time period as outlined above shall occur in consecutive order. The chairperson of the grievance committee shall be permitted to conduct association business during his/her other duty assignment such as study hall or cafeteria supervision provided coverage, if necessary, can be conveniently arranged and without any additional cost. The chairperson's teaching schedule shall be arranged, if possible, so that the lunch period, preparation period and other duty period are in consecutive order.

ARTICLE 7
School Calendar
A. The Superintendent of Schools shall draw up a

Hand

school calendar to recommend to the Board of Education, and shall consult with the Association prior to finalization.

B. Consistent with applicable New Jersey law, the interschool work year for teachers employed on a ten month basis (other than new personnel), shall be the number of days required when pupils are in attendance, plus 1 day prior to the commencement of school and 2 days following the close of school.

C. After final approval by the Board and according to provisions of this Agreement the school calendar for a given school year is to be available to all teachers by June 1st of the preceding school year.

ARTICLE 8

Teaching Hours and Teaching Load

A. 1. All professional employees shall indicate their presence for duty by placing a check mark and their initials in the appropriate column of the faculty sign-in roster and sign-out roster.

2. The arrival and departure times for all teachers shall be designated; however, their total in-school work day shall consist of seven (7) hours and fifteen (15) minutes. It is understood that the time schedule shall not apply for faculty, department, or curricular meetings and after school activities such as: detention, club, parent and student conferences. It is further expected that both the Board and the Association that teachers will be available beyond the regular departure time for after school help for students.

3. On Fridays, or on days preceding holidays or vacations, the teachers may leave at the close of the pupils' day.

B. 1. Teachers in both the Junior and Senior High School shall have a duty-free lunch period so as to coordinate with the length of a standard pupil lunch period.

2. Teachers may leave the building during their scheduled duty-free lunch period, but shall initial the sign-in and the sign-out attendance book and the time of leaving and the time of return.

3. Each full-time classroom teacher shall have a scheduled daily preparation period. Teachers, as the need arises, may be assigned to cover classes. If a teacher should as a result of this assignment lose his or her daily preparation period, the teacher will be paid \$14.00 for the school year 1991-92, \$15.00 for the school year 1992-93, \$16.00 for the school year 1993-94, for each full class period so covered. No payment shall be made for any coverage arranged pursuant to Article 6.1.

C. 1. Teachers may be required to remain after the end of the regular work day, without additional compensation for the purpose of attending faculty or other professional meetings three days per month on the average. Teachers may also be required to remain after the end of the regular work day, without additional compensation for the purpose of attending specially scheduled meetings such as, but not limited to, the Middle-Atlantic States Evaluation. The meetings shall begin no later than fifteen (15) minutes after the student dismissal time period.

2. An Association representative may speak to the teachers during any meeting referred to in ARTT-CLB 8 Section C. 1. above at the request of the representative. Placement on the agenda shall be an administrative decision.

D. The notice and purpose for any meeting shall be given the teacher at least two (2) days prior to the meeting, except in cases of emergency. Teachers shall have the opportunity to suggest items for the agenda, which shall be submitted to the building principal.

E. Teacher participation in extra-curricular activities shall be voluntary, however, if there is no volunteer or there are an insufficient number of volunteers, then the Board may assign teacher(s) to that activity.

F. Teacher participation in field trips which extend beyond the teacher's in-school work day, and over night or week-end trips, shall be voluntary.

G. Attendance at the annual PTA "Back to School Nights" for parents shall be required of all teachers except in case of illness or emergency or in cases where permission to be absent has been approved by the principal.

H. 1. Teachers shall not be required to teach in more than two (2) disciplines, nor more than a total of three (3) different teaching preparations.

The Association shall be notified in writing of the request for more than three (3) preparations.

2. A teacher assigned to four instructional periods per day will be considered full-time and that said teachers shall be assigned an additional duty period to make up the difference in work load (a total of 2 duty periods). This teacher, as other teachers, shall have no more than one preparation period per day. A teacher shall be assigned no more than five (5) instructional periods per day.

I. Every teacher shall plan and teach as prescribed in curriculum meetings of their department and as outlined in courses of study. The Board will give the association a

side-bar letter indicating that the page from the Squibb Plan Book is the standard form to be used. A copy of the page will be attached. Up to date lesson plans of every teacher shall be available for inspection by the department head at any reasonable time.

J. Whenever a teacher is involved with a Board approved activity, not otherwise compensated and which requires participation beyond the normal teaching day, the Board agrees to negotiate with the Association the compensation for that position.

K. Administrators and other personnel shall not determine the schedule for meetings between teachers and parents without agreement of the teacher to the time.

L. A teacher may volunteer to teach a sixth class under these circumstances:

- 1. Only tenured teachers may volunteer
 - 2. no more than one (1) teacher in a department may teach a sixth class in any year.
 - 3. no teacher may teach six classes for two consecutive years.
- Compensation for the sixth class shall be included in base pay and shall be \$4,000 per year.

ARTICLE 9

Curriculum Council

The Board agrees that full staff involvement in curriculum development is desirable. The lines of communication in this important area shall be developed and made known to teachers. Board policy regarding curriculum development shall be placed in the teachers' handbook, and a copy given to each teacher.

ARTICLE 10
Teacher Employment

A. The Board agrees to hire only teachers certified by the New Jersey State Board of Examiners for every position that requires a certificate.

B. Full credit on the Teacher Salary Schedule may be given at the discretion of the Board for previous teaching experience in duly accredited public or private schools upon initial employment in accordance with the provisions of Schedule A (Salary Schedule).

Credit not to exceed four (4) years for United States Military Service shall be given upon initial employment.

C. Teachers shall be notified of their contract and salary status for the ensuing year as early in April as possible, but no later than April 30th.

D. Previously accumulated unused sick leave will be restored to all teachers returning from authorized leaves of absences.

E. A teacher's salary shall be adjusted to the appropriate level on the salary guide for degree and credit-credited academic credit attained prior to September provided that the Administration has been notified and that proof of acquired credit is submitted within 30 days of the first pay period.

ARTICLE 11

Salary Provisions

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.

B. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. When a payday falls on or during a school holiday, vacation or weekend, the teachers shall receive their pay checks on the last previous work day.

3. Teachers shall receive their final checks on the last working day of the year provided they have fulfilled all obligations for that year.

4. All teachers employed on a ten (10) month basis may elect to participate in a summer plan as follows:

(a) A summer payment plan is hereby established for all employees who are employed for an academic year in accordance with N.J.S.A. 18A:29-3.

(b) Any employee desiring to participate must complete the application form adopted as the official application form by the Board; this includes two signature cards and a membership card supplied by the bank.

(c) All such applications must be properly completed and submitted to the Superintendent before June 30 of each year. No applications may be submitted subsequent to said date.

(d) Any employee's participation in said plan may be terminated at any time upon the execution of the termination agreement attached to the official agreement form.

(e) Ten percent (10%) of the monthly salary deducted from any employee's pay shall be credited to an interest-bearing account in the individual employee's name in the Howard Savings Bank, Wessex Branch, North Caldwell, New Jersey. The Board shall make every effort to make payment to these accounts no later

than the 15th and 30th of each month.

C. The Board shall provide health-care protection as designated:

1. Blue Cross, Blue Shield, Rider J. and Major Medical Coverage.

2. The Board shall pay the full single coverage premium or 100% family coverage premium.

3. The Board reserves the right to elect participation in the State Medical Plan.

4. The Board agrees to provide prescription drug coverage as follows:

a. Co-pay provision (\$1.00) with oral contraceptives.

b. The Board shall pay 80% of the cost and the employee shall pay 20% of the cost of this provision.

5. For the duration of this contract the Board shall continue the present dental coverage at no cost to the teachers.

D. For home instruction the hourly rate shall be \$30.00 per hour.

E. Compensation for participation in special committees shall be in accordance with Schedule B. Compensation will be paid only with the approval of the Superintendent. Teachers will be informed when committees are formed whether they have Superintendent approval.

ARTICLE 12

Teacher Assignment

A. 1. The Board agrees that each returning teacher will receive tentative assignments as soon as practicable between April 1 and May 15. It is also agreed that each

teacher will receive revised assignments, if revision is necessary. Said revisions shall be in writing as soon as practicable. Other scheduling problems which affect a teacher's assignment shall be placed in writing and delivered to teachers as soon as practicable. In any case, each teacher shall receive his/her final assignment not later than August 1. If, as a result of personnel change after August 1, a change is necessary, the teacher shall be notified at his/her home address within forty-eight (48) hours of the administrator's knowledge of the need.

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers should not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.

C. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of interschool travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

D. The Board shall provide the Association with a copy of the final master schedule by the first day of the school year.

E. A teacher using his/her own automobile in the performance of his/her duties shall be reimbursed at the then prevailing IRS rates rate subject to advance approval of his/her principal.

ARTICLE 13

Transfers and Reassignments

A. 1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another

building may file a written statement with the Superintendent not later than April 1. Such statement shall specify the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred in order of preference.

2. No later than May 30 of each school year the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year. Teachers desirous of accepting one of the vacant positions shall submit a written request to the Superintendent with a copy to the building principal within two (2) weeks of such announcement.

3. As soon as practicable the Superintendent shall notify the Association by mail of the system wide schedule showing the names of all new teachers and transfers known to the Superintendent at that time.

4. All individuals affected by transfers or reassignments shall be notified in writing and by mail as soon as practicable.

B. In the determination of requests for reassignments and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and the best interests of the school system.

ARTICLE 14

Promotions

A. 1. Promotional positions are positions on the administrative or supervisory levels of responsibility including but not limited to positions such as Department Heads, Principals, etc.

2. All vacancies in positions that are considered promotional shall be adequately publicized by the Superintendent in accordance with the following procedure:

(a) A notice shall be posted in each school as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted.

(b) A copy of said notice shall be given to the Association at the time of the posting.

(c) All applications shall be in writing, addressed to the Superintendent, and meet the specified time limits.

(d) Applications for promotional positions shall be kept on file in the Superintendent's office for a period of one (1) year.

B. Teachers who desire to apply for promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Association President 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 the Association President of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date.

C. The Board agrees to give due consideration to the professional background and attainments of all applicants, and other relevant factors. The Board's decision in these matters is final and not subject to the grievance procedure.

ARTICLE 15
Teacher Evaluation

A. 1. All observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Teachers shall be evaluated by persons certified by the New Jersey State Board of Examiners to supervise instruction.

3. Within two days after each classroom observation the observer shall send the teacher a written mini-evaluation report and/or suggest that a conference be held.

B. Non-tenured teachers in the West Essex Regional District shall be evaluated at least three [3] times during the school year. The first evaluation will occur not later than November 1, the second not later than January 10 and the third not later March 13. Tenured teachers shall be evaluated twice during the school year, with the first occurring not later than December 1 and the second not later than March 13. All evaluations and subsequent conferences shall be completed by April 1.

C. 1. A teacher shall be given a copy of each evaluation report. No teacher shall be required to sign a blank or incomplete form. A teacher is required to sign each evaluation form, however, such signature shall not necessarily indicate agreement.

2. Such reports shall include, when pertinent:
(a) Strengths of the teacher as evidenced during the period since the previous report.

(b) Weaknesses of the teacher as evidenced during the period since the previous report.
(c) Specific suggestions as to measures which

the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

D. The present practices of the administration in carrying out the policy of the Board in reference to the evaluation of teachers shall continue, and shall not be changed without prior notification to the Association.

E. No material derogatory to a teacher's conduct, service, character or personality shall be used for an evaluation or recommendation unless the teacher has had the opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material 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 shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or designee and attached to the file copy.

F. There shall be only one employee file. An employee shall have the right to see his/her personnel file, excluding employment references, personal references, and academic credentials. No materials, excluding employment references, personal references, and academic credentials shall be placed in an employee's file without his/her knowledge. The employee has the right to respond in writing to any material placed in his/her files, and such response shall become part of the file.

G. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the

attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, which response shall become part of the file. In so responding the teacher shall have the right to have a representative of the Association present.

H. Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance. No comments and/or other material shall be placed in the personnel file of such teacher after severance except in accordance with the procedure set forth in paragraphs E, F, and G.

ARTICLE 16

Extended Compensation

Guidance counselors, librarians, and cooperative education teacher coordinators will work the equivalent of five days during the summer and will be paid an additional \$600.00.

ARTICLE 17

Personal Leaves of Short Duration

A. It is recognized that emergency situations arising from personal, legal, business, household or family matters do occur and require the absence of the teacher during school hours. Application to the teacher's principal or immediate supervisor for personal leave should, when possible, be made at least one (1) day in advance of the day(s) needed. Up to three (3) days with pay may be granted for this purpose within one school year. Teachers need not state reasons for the use of personal leave. These days are not vacation days but are intended to cover emergency situations which can arise.

B. The Board shall grant up to a maximum of four (4) days with pay at any one time to a teacher because of attendance at the funeral service of a deceased member of his/her immediate family. For the purpose of this clause, a member of the immediate family shall be limited to the teacher's spouse, child, parent, brother, sister; and also grandfather, grandmother, father-in-law and mother-in-law.

C. In other special situations created by serious illness or death or involving a hardship, temporary additional leaves of absences up to two (2) days with full pay may be granted upon approval of the Superintendent of Schools.
D. Such days of leave may not be accumulated from year to year.

ARTICLE 18

Sick Leave

A. All full-time teachers employed by the Board shall be entitled to ten (10) sick leave days each school year whether or not they report for duty on that day. Unused sick leave shall be accumulated from year to year with no maximum limit. The teacher may be required to produce a doctor's note at the request of the Superintendent. In the event a teacher uses more than ten (10) days sick leave during the school year, the three personal days can be used for this purpose providing they have not been used for an emergency situation.

Up to a maximum of three (3) unused personal days (Article 17 Paragraph A) in any school year will be accumulated as unused sick leave, not withstanding provisions of Article 17 Paragraph D.

B. Teachers shall be given a written accounting of ac-

cumulated sick leave days no later than October 1 of each school year.

C. If a teacher is absent because of illness for twenty (20) consecutive school days, the teacher shall use his/her current and accumulated sick leave until exhausted; then the teacher shall be paid at his/her regular rate less the cost of substitute's pay. This provision shall not extend beyond the balance of the school year in which it occurs.

D. In the event an individual teacher has exhausted his or her total number of sick leave days, such individual case may be brought to the attention of the Board and the Board shall judge the case on its individual merit.

E. A teacher who during the term of this agreement permanently ceases employment with the West Essex Regional School District due to his/her retirement shall receive compensation for unused sick leave:

1991-92:	\$35.	per day for 125 days
	\$40.	per day for 50% of days
1992-93:	\$40.	per day for 150 days
1993-94:	\$45.	per day for 150 days

ARTICLE 19

Extended Leaves of Absence

A. A teacher on tenure may be granted a leave of absence at the Board's discretion without pay for up to one (1) year. All extensions or renewals of leave shall be applied for in writing by March 1 of the calendar year in which the leave is requested and may be granted in writing at the Board's discretion. A teacher's unused accumulated sick leave and position on the salary guide to

which he/she was entitled at the time his/her leave of absence commenced shall be restored to him/her upon his/her return.

B. 1. Child-Rearing Leave

The Board of Education shall grant child-rearing leave without pay in accordance with the following procedures:

(a) All initial applications for and applications for extensions or reductions of child-rearing leave shall be made in writing to the Superintendent.

(b) Any teacher intending to apply for child-rearing leave shall advise the Superintendent of the fact of her pregnancy and/or of her/his prospective plans for taking child-rearing leave and the best estimate of when the child-rearing leave will commence and terminate. The teacher shall request child-rearing leave of the Superintendent of Schools in writing at least sixty (60) days prior to the date the leave is to commence.

(c) The request for child-rearing leave shall specify the date when the teacher wishes the leave to commence and terminate.

(d) Child-rearing leave shall be granted for a period of up to the end of the academic school year in which the child-rearing leave commenced and an additional school year shall be granted upon request of a teacher under tenure or who has received a tenure-year contract for such teacher. A teacher on child-rearing leave shall notify the Board in writing of the intention to return to the district by March 1 of the school year preceding the school year in which the teacher wishes to return to the district or sixty (60) days prior to said intended return date, whichever is sooner.

(e) A teacher returning on the first day of the school year in September from child-rearing leave shall be placed in her/his previously held position if available and administratively feasible.

(f) Any teacher who has applied for and received child-rearing leave may reapply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board, at its sole discretion.

(g) No teacher on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the school district in the area of her/his certification or competence.

(h) Time spent on child-rearing leave of absence shall not count towards salary guide placement experience, seniority, sick leave accumulation, etc.

(i) Anyone who accepts child-rearing leave in any given year is given credit on the salary guide for a full year upon returning to the district, provided that person has completed more than 50% of the teaching days for the school year in which the child-rearing leave was taken.

(j) A teacher receiving child-rearing leave shall not accept full time employment in the teaching field or undertake full time graduate study during all or part of the period of the child-rearing leave. This provision shall cease to be operative at such time as the teacher shall have been denied her/his request under Paragraph "f" to return to employment.

(k) Adoption—any teacher adopting a child of pre-school age shall receive a leave similar to child-rearing leave which shall commence upon receiving de facto custody of said child, or earlier if necessary to

fulfill the requirements for the adoption.

(f) The Board is not required to continue employment of a non-tenured pregnant teacher beyond the year in which the leave is taken. The child-rearing leave period shall not be counted for tenure purposes, however, the period before and after maternity shall count towards tenure.

2. MATERNITY DISABILITY

(a) The Board shall grant sick leave for the period of actual disability associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for illness or medical disability. The pregnant teacher will be entitled to her annual and accumulated sick leave, with pay, during the period of absence due to her actual disability.

(b) Any pregnant teacher may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when she is physically able.

(c) The Board may require a teacher during pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which a teacher has been assigned.

(d) In the event of any question as to the condition of the pregnant teacher, a conference shall be arranged between the Board, the physician and the attending physician.

(e) No teacher shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between child-

birth and the desired date of return.

(f) Nothing stated herein is intended to restrict the right of the Board to discipline any pregnant teacher for any cause not related solely to her pregnancy.

(g) The Board has the right to remove any pregnant teacher from her daily duties on any one of the following criteria:

(1) Her teaching performance substantially declines from the period preceding pregnancy.

(2) Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if, (a) the pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching; or (b) the Board's physician concludes she is unable to continue teaching.

(3) If there is a difference of opinion between the teacher's attending physician and the physician designated by the Board as to the ability of the teacher to continue her employment, the Essex County Medical Society shall designate an impartial third physician to make an examination and his/her determination shall be conclusive and binding on the parties. The expense of the examination by the third physician shall be paid by the Board.

ARTICLE 20

Sabbatical Leaves

A sabbatical leave may be granted to a teacher by the Board for study including study in another area of specialization, or for travel which is of value to the school district, subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of three (3)

teachers at any one time.

2. Requests for sabbatical leave must be received by the Superintendent in writing in such form as shall be mutually agreed on by the Association, no later than November 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.

3. (a) The teacher must have completed at least six (6) full school years of continuous service in the West Essex Regional School District, prior to application.
(b) Sabbatical leaves shall be for a period of one (1) school year or for one (1) semester, at the teacher's request.

4. A teacher on sabbatical leave for a full year shall be paid by the Board at 50 % of his/her salary rate in effect at the time of his/her leave. This amount shall be paid in twenty (20) semi-monthly installments.

5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.
6. The teacher shall submit a detailed written report within a month after his/her return if his/her sabbatical leave is for travel. A transcript of his/her credits is acceptable in lieu of a written report if the sabbatical is for university study.

7. Any teacher granted a sabbatical leave of absence must agree in writing to continue working in the school system for two (2) years following a sabbatical leave. The teacher will agree by signing a promissory

note before being granted the leave to remit to the Board the monetary amount paid, pro-rated to the time not served; except, if there should occur any physical incapacity during this time, the Board of Education may relieve the teacher of such obligation.

8. It is the Board's intention to grant sabbaticals to qualified applicants to better prepare them for their positions within the school district and to provide them an opportunity for individual enrichment; however, the Board's decision in this matter is final and is not subject to the grievance procedure.

ARTICLE 21

Emergency Absence Procedure

Teachers who will be absent shall be required to call one person designated by the Board so as to report that absence. Teachers shall bear no responsibility for arranging for substitute coverage.

ARTICLE 22

Professional Improvement

A. The Board recognizes that it shares with its teaching staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of graduate training of teachers and the improvement of instructions.

B. The Board agrees to reimburse, up to a maximum of six hundred dollars (\$600.00) the graduate tuition and registration fees incurred by any teacher employed full time in the West Essex Regional School District who is not on sabbatical or any other extended leave, provided that:

- 1. Such graduate course(s) shall not be taken at a

time that conflicts with the teacher's employment duties or hours.

- 2. Such graduate course(s) shall be related to the employee's function as an educator in the school system.
- 3. Such graduate course(s) must be conducted under the auspices of a recognized educational institution accredited by the N.J. State Department of Education for the granting of advanced degrees.
- 4. No reimbursement will be permitted under this Article without the Superintendent's written approval.
- 5. To be reimbursed under this Article, the teacher must provide satisfactory evidence that he/she has completed the course(s) with a passing grade of C or better and must present receipts for tuition and fees.
- 6. The cost of correspondence courses, under graduate courses, and/or courses taken to complete certification requirements for the Standard Teachers certificate shall not be reimbursed under this Article.
- 7. There shall be no reimbursement for transportation or books or course related materials.
- 8. If a teacher receives governmental or any other assistance for any course(s), the teacher will not be entitled to receive any amount permitted under this Article unless and to the extent that the amount of governmental or other assistance is insufficient to pay for the graduate tuition and registration fees incurred.

ARTICLE 23

Student Teachers

- 1. When practicable no teacher (cooperating teacher) shall have a student teacher under his/her supervision unless said cooperating teacher has had at

least three years of teaching experience, with the most recent year in his present position.

- 2. Supervision by a teacher of a student teacher shall be voluntary.
- 3. A cooperating teacher shall not involuntarily be given additional assignments outside of his/her regular responsibilities during the period he/she is supervising a student teacher. However, this provision will not be construed to limit a cooperating teacher's duties and responsibilities generally required of all teachers.

ARTICLE 24

Agency Shop

- A. Pursuant to N.J.S.A. 34:13A-5.5, *et seq.*, all non-member employees of the Association in the unit covered by this Agreement are required to pay a representation fee in lieu of dues for services rendered by the Association. The Association shall be entitled to a representation fee in lieu of dues as established by the Association in accordance with N.J.S.A. 34:13A-5.5(b) by a payroll deduction, provided, however, that before such deductions are made, the Association shall assure the Board in writing that it has established a demand return system and that the Association has informed each employee in the unit who is not a member of the Association of the establishment of the demand and return system and his or her right to demand and receive a return of any part of the fee paid by the non-member for any of the reasons set forth in N.J.S.A. 34:13A-5.6(c).

- B. The Association shall indemnify and hold the Board harmless against any and all claims, demands,

suits, and other forms of liability, including 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 Board in conformance with this Article.

C. Prior to the beginning of each school year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year and the amount of the representation fee to be paid by non-members.

D. Deduction and Transmission Fee
1. Notification

Once during each school year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current school year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as near as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the school year in question. The deductions will begin with the first paycheck paid:

(a) 10 days after receipt of the aforesaid list by the Board; or

(b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bar-

gaining unit position, in which event the deductions will begin with the first paycheck, paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Except as otherwise provided in this Article the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

4. The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

5. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, and dates of employment for all such employees.

ARTICLE 25
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.

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SCHEDULE A

1991-92 Salary Guide

	B.A.	B.A. +15	M.A.	M.A. +15	M.A. +30	M.A. +60
O	27274	28145	29015	29885	30756	31917
N	28463	29372	30280	31188	32097	33308
M	29807	30759	31710	32661	33613	34881
L	31185	32180	33175	34170	35166	36493
K	32562	33601	34640	35679	36718	38104
J	33939	35022	36105	37188	38271	39716
I	35316	36443	37570	38697	39824	41327
H	36632	37801	38970	40139	41308	42867
G	37826	39033	40240	41447	42654	44264
F	39019	40265	41510	42755	44001	45661
E	40293	41579	42865	44151	45437	47151
D	41698	43029	44360	45691	47022	48796
C	43033	44407	45780	47153	48527	50358
B	44594	46017	47440	48863	50286	52184
A	46643	48131	49620	51109	52597	54582
LONG 1	48042	49575	51109	52642	54175	56219
LONG 2	48975	50538	52101	53664	55227	57311

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SCHEDULE A

1992-93 Salary Guide

	B.A.	B.A. +15	M.A.	M.A. +15	M.A. +30	M.A. +60
O	28637	29551	30465	31379	32293	33512
N	29887	30841	31795	32749	33703	34975
M	31297	32296	33295	34294	35293	36625
L	32745	33790	34835	35880	36925	38319
K	34188	35279	36370	37461	38552	40007
J	35636	36773	37910	39048	40185	41701
I	37083	38267	39450	40634	41817	43395
H	38465	39692	40920	42148	43375	45012
G	39781	41050	42320	43590	44859	46552
F	41045	42355	43665	44975	46285	48032
E	42342	43694	45045	46396	47748	49550
D	43785	45183	46580	47977	49375	51238
C	45280	46725	48170	49615	51060	52987
B	47000	48500	50000	51500	53000	55000
A	49350	50925	52500	54075	55650	57750
LONG 1	50831	52453	54075	55697	57320	59483
LONG 2	51818	53471	55125	56779	58433	60638

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SCHEDULE A

1993-94 Salary Guide

	B.A.	B.A. +15	M.A.	M.A. +15	M.A. +30	M.A. +60
O	30155	31117	32080	33042	34004	35288
N	31471	32476	33480	34485	35489	36828
M	32956	34008	35060	36111	37163	38566
L	34479	35580	36680	37780	38881	40348
K	36002	37151	38300	39449	40598	42130
J	37525	38722	39920	41118	42315	43912
I	39048	40294	41540	42786	44032	45694
H	40505	41797	43090	44383	45675	47399
G	41891	43228	44565	45902	47239	49022
F	43221	44601	45980	47359	48739	50578
E	44584	46007	47430	48853	50276	52173
D	46107	47579	49050	50522	51993	53955
C	47682	49203	50725	52247	53769	55798
B	49562	51143	52722	54307	55889	57998
A	52053	53714	55375	57036	58698	60913
ONG 1	53614	55325	57036	58747	60458	62740
ONG 2	54655	56399	58144	59888	61632	63958

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SCHEDULE B

ACTIVITY	91-92	92-93	93-94
Band Director	5475	5665	5775
Asst. Band Director	3750	5885	6310
Band Front	1190	4207	4325
Asst. Band Front	790	1280	1370
Specialized Band Instr.	1190	850	910
Asst. Specialized Band Instr.	790	1280	1370
Marching Instructor	1190	850	910
Senior Class Sponsor*	2000	1280	1370
Junior Class Sponsor*	1800	2150	2305
Sophomore Class Sponsor	1800	1935	2075
9th Grade Sponsor	1600	1935	2075
8th Grade Sponsor	1600	1720	1845
7th Grade Sponsor	1600	1720	1845
Student Voice*	1600	1720	1845
Drama	3000	3225	3460
Stage Crew	2500	2690	2880
Wessex Wire*	2000	2150	2305
Milestone*	2000	2150	2305
Jr. High Yearbook*	1800	1935	2075
Public Info - Sr. High	1500	1615	1730
Public Info - Jr. High	1400	1505	1615
Band Camp Sponsor	350	375	405
Computer Science - Sr. High	2100	2260	2420
Computer Science - Jr. High	1900	2045	2190
Key Club - Sr. High	1500	1615	1730
Quiz Bowl	540	580	625
NJ Math League (Per Bldg.)	375	405	430
Essex Co. Math League	270	290	310
Iron Hills League	425	455	488
Math Counts	485	520	560
NJ Science League Sponsor	540	580	625
NJ Science League Coord.	200	215	230
NJ Science & Hum. Symp.	300	325	345

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SCHEDULE B

ACTIVITY	91-92	92-93	93-94
Knight Lights	500	540	575
Roundtable	500	540	575
Model UN	775	835	895
TV - Media (Per Bldg.)	700	755	805
Key Club - Jr. High	1500	1615	1730
Show Choir	1000	1075	1155
Symposium For The Arts	350	375	405
Cognetics	350	375	405
Rogate Advisor	350	375	405
Academically Speaking	600	645	690
DECA	900	970	1040
FBLA	700	755	805
Math Exchange	970	1045	1120
WE Care	1000	1075	1155
SAT Review	600	645	690
Chaperones (Per Event)	43.20	46.44	49.81
Special Committees (Per Mtg.)	21.60	23.22	24.90

* - 1 Period Of Release Time

Spills [unclear]

780 805 880

1100

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SCHEDULE C

ACTIVITY	91-92	92-93	93-94
Intramurals - Short Session	17.28	18.58	19.92
Intramurals - Long Session	34.56	37.15	39.85

SCHEDULE E

ACTIVITY	91-92	92-93	93-94
FOOTBALL:			
Ticket Supervisor	32.40	34.83	37.36
Ticket Seller	23.76	25.54	27.39
Ticket Taker	23.76	25.54	27.39
Timer	24.84	26.70	28.64
Photographer	32.40	34.83	37.36
Traffic Control	23.76	25.54	27.39
Marshal	18.36	19.74	21.17

BASKETBALL/WRESTLING:

Ticket Supervisor	27.00	29.03	31.13
Ticket Seller	21.60	23.22	24.90
Ticket Taker	21.60	23.22	24.90
Marshal	17.28	18.58	19.92
Timer	24.84	26.70	28.64
Scorer	21.60	23.22	24.90
Photographer	24.84	26.70	28.64
Nurse	27.00	29.03	31.13

Plus mileage (IRS rate) when using car for transportation to away games with approval of appropriate administrator.

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SCHEDULE D

COACHES SALARY

1991-1992

	1	2	3	4	5
FOOTBALL					
FIELD HOCKEY					
SOCCER	4475	4725	4975	5225	5475
BASKETBALL	3250	3375	3500	3625	3750
BASEBALL/SOFTBALL					
LA CROSSE					

ICE HOCKEY	3625	3775	4025	4225	4425
WRESTLING	2800	2900	3000	3100	3200
TRACK					
TENNIS					

CROSS COUNTRY					
FENCING					
SWIMMING					
WINTER TRACK	2825	2925	3025	3125	3225
GOLF					
STRENGTH COACH	*	*	*	*	*
TRAINER	*	*	*	*	*

CHEERLEADING	3175	3275	3375	3475	3575
COACH	2925	3025	3125	3225	3325

* - PER SEASON

+ 1% Longevity for each 5 years of coaching in that sport at West Essex.

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SCHEDULE D

COACHES SALARY

1992-1993

	1	2	3	4	5
FOOTBALL					
FIELD HOCKEY					
SOCCER	4625	4875	5125	5375	5625
BASKETBALL	3400	3525	3650	3775	3900
BASEBALL/SOFTBALL					
LA CROSSE					

ICE HOCKEY	3775	3925	4175	4375	4575
WRESTLING	2950	3050	3150	3250	3350
TRACK					
TENNIS					

CROSS COUNTRY					
FENCING					
SWIMMING					
WINTER TRACK	2975	3075	3175	3275	3375
GOLF					
STRENGTH COACH	*	*	*	*	*
TRAINER	*	*	*	*	*

CHEERLEADING	3325	3425	3525	3625	3725
COACH	3075	3175	3275	3375	3475

* PER SEASON

+ 1% Longevity for each 5 years of coaching in that sport at West Essex.

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SCHEDULE D

COACHES SALARY
1993-1994

	1	2	3	4	5
FOOTBALL					
FIELD HOCKEY					
SOCCER	4775	5025	5275	5525	5775
BASKETBALL	3350	3675	3800	3925	4050
BASEBALL/SOFTBALL					
LA CROSSE					
ICE HOCKEY					
WRESTLING	3925	4075	4325	4525	4725
TRACK	3100	3200	3300	3400	3500
TENNIS					
CROSS COUNTRY					
FENCING					
SWIMMING					
WINTER TRACK	3125	3225	3325	3425	3525
GOLF					
STRENGTH COACH *					
TRAINER *					
CHEERLEADING	3475	3575	3675	3775	3875
COACH	3225	3325	3425	3525	3625

* - PER SEASON

+ 1% Longevity for each 5 years of coaching in that sport at West Essex.