

4-0072

18-20

[Handwritten scribble]

A G R E E M E N T

between the

BOARD OF EDUCATION OF WARREN TOWNSHIP *Board of Education*
THE COUNTY OF SOMERSET, NEW JERSEY

and the

WARREN TOWNSHIP EDUCATION ASSOCIATION
For The School Years ~~1980-81 and 1981-82~~

LIBRARY
Institute of Management and
Labor Relations

SEP 28 1981

RUTGERS UNIVERSITY

June, 1980

TABLE OF CONTENTS

	<u>Page</u>
Preamble	1
Article I Recognition	2
Article II Negotiation Procedure	2
Article III Grievance Procedure	3
Article IV Teacher and Board Rights	7
Article V Association Rights and Privileges	7
Article VI School Calendar	8
Article VII Teaching Hours, Load and Assignment ...	9
Article VIII Non-Teaching Duties	10
Article IX Teacher Employment	11
Article X Salaries and Fringe Benefits	14
Article XI Transfers and Promotions of Personnel..	16
Article XII Teacher Evaluation	17
Article XIII Sick Leave	18
Article XIV Temporary Leave of Absence	19
Article XV Extended Leaves of Absence	21
Article XVI Substitutes	23
Article XVII Protection of Teachers, Students and Property	23
Article XVIII Deduction From Salary	24
Article XIX Miscellaneous Provisions	24
Article XX Amendment and Duration of Contract	25
Affidavit	26
Schedule A Salary Guide - 1980-81	
Schedule B Salary Guide - 1981-82	

PREAMBLE

This agreement entered into this 24th day of June, 1980 by and between the Warren Township Board of Education, Warren, New Jersey, hereinafter called the "Board," and the Warren Township Education Association hereinafter called the "Association."

W I T N E S S E T H

WHEREAS, the parties hereto have reached an agreement respecting the terms and conditions of employment of certain employees of the Board, the parties hereto, pursuant to Revised Statutes 34:13A-1 et seq., mutually agree as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified teachers and certified school nurses under contract, on leave or employed by the Board but excluding noncertified nurses, psychologists, social workers, supervisory and/or administrative personnel, Title I, supplementary teachers and learning disability teacher consultant.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiation over a procedure in accordance with Revised Statutes 34:13A-1 et seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.
- B. During negotiations, the Board and the Association may present relevant data, exchange points of view and make proposals and counter proposals.

ARTICLE III

GRIEVANCE PROCEDUREA. Definitions

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, Board policies or administrative decisions affecting a teacher or a group of teachers. Exclusion - a complaint of a non-tenure teacher which arises by reason of his not being re-employed.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may affect teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at all levels of the procedure.

C. Procedure

1. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

2. Level One

The grievant shall first discuss his grievance with his immediate superior within five work days of its occurrence to resolve the matter informally. The grievant should submit in writing to his immediate superior, the nature of the grievance and the remedy sought at this time.

The immediate superior shall respond, in writing, to the grievant within five work days of the Level One meeting.

3. Level Two

If the grievant wishes to proceed to Level Two, he/she must forward his/her grievance, in writing, to the Superintendent within five work days of the receipt of Level One response and so notify the Level One administrator in writing. Failure to do so means the issue is resolved. The Superintendent shall meet with the grievant and/or his/her representatives within ten work days of receipt. At his discretion, the Superintendent may require the presence of the immediate superior at that meeting. The Superintendent shall respond, in writing, to the grievant within ten work days of the Level Two meeting.

4. Level Three

If the grievant and/or his/her representatives wish to proceed to Level Three, he/she must forward his/her grievance, in writing, to the Board of Education within five work days of his receipt of Level Two response and so notify the Superintendent. Failure to do so means the issue is resolved. Within fifteen days of receipt of grievance, the Board shall notify the grievant, in writing, as to whether or not a hearing will be held. If a hearing is set, it must be held within twenty work days of Board receipt of grievance. The grievant and/or his/her representatives would meet with the Board and/or its representatives. The Board's decision shall be communicated, in writing, to the grievant within five work days of this meeting.

5. Level Four

- a. A grievance to proceed to Level Four must be concerned with the interpretation or meaning or application of any of the provisions of this agreement. Appeal of any grievance based on other issues shall proceed immediately to Level Five.
- b. If the grievant wishes to proceed to Level Four following a hearing by the Board, he/she must request in writing, within five work days of receipt of Level Three response, that the Association submit the grievance to advisory arbitration. Failure to do so means that the grievance has been resolved.

If the Association determines that the grievance is meritorious, it may submit the grievance to advisory arbitration within fifteen work days after receipt of a request by the grievant and so notify the Board. Failure to submit it means that the grievance is resolved.

(Level Four, cont.)

- c. If no Board of Education hearing is set, the grievant may either discontinue the grievance or proceed to Level Four. If the grievant elects to proceed to Level Four, he will follow the procedure outlined in Paragraph a, starting not before the fifteenth work day and not after the 25th work day dating from Board's receipt of grievance. Failure to do so means the grievance has been resolved.
- d. Within ten work days after such written notice of submission to advisory arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period a request may be made to the American Arbitration Association by either party to select an arbitrator.

The arbitrator shall confer with representatives of the Board and grievant and begin hearings as soon as can be arranged. He shall then be restricted to considering only the question(s) submitted to him. The arbitrator shall issue his recommendations within thirty calendar days after he has concluded the hearings.

- e. The arbitrator's recommendation(s) shall be advisory and shall be submitted to the Board and to the grievant in writing and shall set forth his findings of fact, reasoning, and recommendations only on the issue(s) submitted.
- f. The cost for the services of the arbitrator including per diem expenses, if any, subsistence expenses, actual and necessary travel shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

6. Level Five

Appeals beyond Level Four may be made as prescribed by law.

- 7. The filing of a grievance does not relieve the grievant of the responsibility for complying with the administrative directive until such time as the grievance is resolved.

D. Miscellaneous

1. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views with the approval of the grievant.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties of interest and their designated representatives unless otherwise provided by law.

ARTICLE IV

TEACHER AND BOARD RIGHTS

- A. Teacher rights shall be as provided by law.
- B. All rights, powers, duties and responsibilities of the Board of Education prior to this agreement shall continue except as limited by this agreement and then insofar as the limitations are legal.
- C. The teacher shall maintain the responsibility to determine grades based upon his professional judgement of available criteria pertinent to any given subject and/or activity for which he is responsible.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests available information concerning the financial resources of the district; i.e., A-4 audit, A-7 Report, agendas and minutes of all public board meetings, census data, individual and group teacher health insurance premiums relative to cost with names and classifications of illness to be withheld, and names and addresses of all teachers.
- B. (1) If both parties agree to meet during working hours any representative of the Association or any teacher participating in these negotiations, grievance proceeding (excluding Level Four) conferences, or meetings relative thereto shall suffer no loss of pay.

(2) It is recommended that all Level Four Grievance procedures be conducted outside school hours. If this is not possible, the Association will reimburse the Board for the cost of substitutes for the grievant and the Association representatives.
- C. Teacher-Administration Liaison Committee (TALC)

This Committee shall consist of representatives of the Association (a chairman and representative of each school) and the Superintendent of Schools. The Superintendent will act as Chairman of TALC. The Committee's function will be to review and discuss local school problems and practices and to make recommendations as to their correction and solution. (principal)

ARTICLE VI
SCHOOL CALENDAR

- A. Prior to March 1 of each year TALC shall meet and make recommendations concerning the school calendar. The Board will give due consideration to these recommendations in exercising its legal responsibility in adopting a school calendar.
- B. The school year 1980-81 and 1981-82 shall be ten calendar months extending from approximately September 1 to June 30. In no case shall this exceed 187 work days of which 184 are days in which students are in attendance.
- C. The opening day of school elementary students shall be dismissed at 1:00 P.M.; Middle School students at 1:20 P.M.; all teachers at 3:20 P.M. Wednesday before Thanksgiving, elementary schools will be dismissed at 1:00 P.M.; Middle School at 1:20 P.M.
- D. It is desirable that the school calendar:
 - 1. Be available by April 15
 - 2. Regional coordination be attempted as a matter of convenience to parents and children.

ARTICLE VII

TEACHING HOURS, LOAD, AND ASSIGNMENT

- A. All full time teachers are to be in the building by 8:20 A.M. and will not leave the building before 3:20 P.M. except with permission of responsible administrative personnel. Back-up teachers must be available during the times of their duties. This in no way limits the necessary duties which require the teacher to stay longer.
- B. All teachers shall be notified of their subject, grade level, and building assignment for the forthcoming year prior to the last day of school. Exception: every effort shall be made to have this information available to specialists at this time. If a change in assignment is required the affected teacher will be involved in the discussion prior to the change. A final teaching schedule will be provided to each departmental teacher as soon as available and in no case later than the opening day of school.
- C. Every effort will be made that 7th and 8th grade teachers of Science, Math, Language Arts, Social Studies and Foreign Language shall not be required to teach more than a total of two (2) subject areas, nor more than a total of three (3) teaching preparations at any one time.
- D. The Board will endeavor to make summer employment opportunities known by April 1, receive all applications for summer employment by April 15, and notify all applicants by May 1.
- E. Every effort shall be made to provide a minimum of one planning period daily for teachers in the elementary grades.

ARTICLE VIII

NONTEACHING DUTIES

- A. The Board agrees to provide teacher aides at the following schools for the designated functions:
1. Mt. Horeb, Central and Woodland Schools - Aides to cover noontime duties, A.M. bus duty, and P.M. bus duty.
 2. Middle School
Aides for A.M. and P.M. bus duty.
- B. The Association agrees to assist the Administration in setting up criteria for the selection of aides, training the aides, and in the evaluation of the aides.
- C. Back-up teachers will be available for all aide duties. Any teacher who replaces an aide duty position shall be paid at the rate of \$6.00 per hour 80-81, and \$7.00 per hour 81-82.

ARTICLE IX

TEACHER EMPLOYMENT

- A. 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the contractual school year in accordance with paragraph 2 below.
2. Full credit shall be given upon initial employment or re-employment for:
- a. All military experience up to four years.
 - b. Pertinent teacher related experience in Peace Corps, Vista, or National Teacher Corps.
 - c. Actual time spent in teaching on a Fulbright Scholarship.
 - d. Previous public teaching experience under a full year contractual agreement in a duly accredited school.
 - e. Private and parochial school experience will be evaluated by the Board for salary guide credit.
3. In the case of a tenured teacher separated from service by reason of reduction in force, previously accumulated unused leave days shall be restored, upon re-employment.
4. When the Board of Education, by majority vote of all members, withholds, for inefficiency, or other good cause, all or part of the employment increment of any teacher, the following procedure shall be followed as provided by statute in the event that the employee wishes to appeal.
- a. Written notice of such action, together with the reasons therefor, shall be given to the teacher concerned.
 - b. The immediate superior and/or principal shall prepare a written recommendation for the withholding of an increment. The immediate superior and/or principal shall provide the teacher against whom the recommendation is made with a written notice of the alleged cause(s) for the recommendation specifying the nature thereof, with such particulars as to furnish the teacher with an opportunity to correct and overcome the same within a time period specified by the principal.

Article IX, cont.

- c. The specified time having expired, and no satisfactory resolution reached, the immediate supervisor and/or administrator shall send a copy of the recommendation to the Superintendent.
- d. Any action by the Board to withhold an increment, or any part thereof, shall be subject to appeal to the Commissioner. The Commissioner shall have the authority to restore all or part of the increment withheld retroactively.
- e. A teacher whose increment has been withheld in full or in part shall be restored to the full proper step on the salary guide, except for cause, after one year.

B. Professional Training shall be defined as follows:

- 1. Bachelor's Degree shall mean a bachelor's degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes, or proof of satisfactory completion of 128 semester hours in any college or university whose courses for the bachelor's degree are acceptable to the State Board of Examiners for certification purposes.
- 2. Bachelor's plus 15 shall mean proof of the satisfactory completion of 15 additional semester hours in graduate courses beyond the course requirements for the bachelor's degree in any college or university whose graduate courses for master's degree are acceptable to the State Board of Examiners for certification purposes.
- 3. Master's Degree shall mean a master's degree conferred by a college or university whose courses are acceptable to the State Board of Examiners for certification purposes.
- 4. Master's plus 15 shall mean proof of satisfactory completion of 15 additional semester hours in graduate courses in any college or university, or colleges or universities, whose graduate courses are acceptable to the State Board of Examiners for certification purposes.

Article IX, cont.

5. Master's plus 30 shall mean proof of satisfactory completion of 30 additional semester hours in graduate courses in any college or university, or colleges or universities, whose graduate courses are acceptable to the State Board of Examiners for certification purposes.
 6. Any teacher meeting the equivalency requirements may apply to the Board for salary guide equivalency recognition. Such application should be accompanied by complete official transcripts of all college work successfully completed and other documents necessary to assist the Board in properly evaluating the application.
- C. Teachers shall be notified of their contract status, salary status and pay schedules for the ensuing year by April 15. If no agreement has been reached between W.T.E.A. and the Board of Education by April 15, teachers shall be notified of their salary status within 10 days of the approval of the contract by the Board of Education.

SALARIES AND FRINGE BENEFITS

- 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.
1. Teachers may individually elect to have approximately (12) twelve percent of their monthly salary deducted from their pay. These funds shall be deposited in the teacher's name in the Board's bank of record, and may be withdrawn by the teacher at any time.
 2. Teachers employed on a ten (10) month basis are to be paid in twenty (20) semi-monthly installments.
 3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
 4. A teacher shall receive his final check on or before June 30.
- B. Teachers achieving the next salary level on the guide through additional education shall be placed on that level effective February 1 (prorated) and/or September 1 subsequent to certification by the Superintendent and by Board action subject to Article IX, B3.
- C. With prior approval of the Superintendent, teachers shall be reimbursed 100% of tuition costs not to exceed 100% of the current State University tuition for all successfully completed graduate courses. Exclusion - those courses necessary for certification to maintain the current position. Reimbursement shall be made twice a year (spring and fall).
- D. Medical Insurance
1. The Board shall provide full medical insurance for teachers and their dependents.

This protection shall be comparable to that provided by:
 - a. Health Service Inc. - Major Medical
 - b. Blue Cross New Jersey - Basic
 - c. Rider J
 - d. Blue Shield - New Jersey - Series 14/20
 2. The Board shall provide full dental insurance for teachers. This protection shall be comparable to that provided by New Jersey Blue Shield:
 - a. Basic 100
 - b. Basic Plus
 - c. Periodontics
 - d. Prosthodontics
 - e. Orthodontics

3. The Board reserves the right to name the carrier.
 4. The Board agrees to ask the insurance carrier to provide a clear description of limits and coverage to each teacher.
- E. Compensation for the use of private automobiles for authorized Board activities during any calendar year shall be at the rate authorized during any calendar year by IRS for business mileade deduction for the previous calendar year.
- F. Compensation as indicated shall be paid for the following extra duties for 1980-81 and 1981-82:
- | | |
|--|-----------|
| 1. 8th Grade Class Adviser(s) | \$ 200.00 |
| 2. Student Council Adviser(s) | 200.00 |
| 3. Middle School Courant Adviser(s) | 200.00 |
| 4. Bus Patrol Advisers
Each school at \$200 | 800.00 |
- G. Bedside instruction shall be compensated \$10.00 per hour in the child's home and \$12.00 per hour in the hospital.

TRANSFERS AND PROMOTIONS OF PERSONNEL

A. Notice of vacancies and promotional opportunities within the school district shall be forwarded to the Association President for posting upon receipt, when school is in session. Teachers interested in applying for any of these vacancies may indicate their interest in writing to the Superintendent within ten (10) days of submission of the notice to the Association.

Teachers who wish to be informed of vacancies and promotional opportunities which may occur during the summer months shall leave a statement to that effect for the Superintendent prior to the close of school in June so notice of vacancies and promotional opportunities can be mailed to them.

B. Teachers may request a transfer within the school district or a change in instructional and/or grade level assignments within the scope of their certificates by notifying their school principal in writing prior to February 15 for the following school year.

C. Involuntary reassignments or transfers of school personnel shall be made only after consultation with the teacher affected, if the teacher can be reached. Notices of such transfers will be given to the teacher involved as soon as practical and only after all voluntary requests for this assignment or transfer have been carefully considered.

ARTICLE XII

TEACHER EVALUATION

- A. All teachers shall be evaluated by the administration during an evaluation year from April 1 to March 31. There shall be a minimum of three evaluations of every nontenured teacher. These evaluations shall adhere to the following schedule:
- First evaluation prior to November 15
 - Second evaluation prior to January 31
 - Third evaluation prior to March 31
- B. When monitoring or observing the work performance, it shall be conducted openly and with full knowledge of the teacher.
- C. The teacher shall meet with the evaluator to discuss the evaluation within five work days of the observation. Specialists serving in more than one building shall meet with the evaluator within ten work days of the observation. At the time of the meeting the teacher shall sign the evaluation form and will have up to five working days thereafter to add appropriate comments to the form. The affixing of this signature shall acknowledge that he has met with the evaluator and reviewed the evaluation by affixing his signature to the copies to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Additional meetings shall be held when requested by either party.
- D. Evaluation material prepared by the supervisor for inclusion in the teacher's file shall be reviewed with the teacher and initialed by both the teacher and the supervisor.

ARTICLE XIII

SICK LEAVE

- A. Cumulative sick leave as defined in New Jersey Statutes annotated 18A:30-1 and amended below:
1. Ten days absence for personal illness with full pay in any school year (18A:30-2) for ten-month employees with less than six years service in Warren Township.
 2. Unused days of sick leave shall be cumulative without limit, beginning from the date of the teacher's continuous employment by the Board 18A 30-3, 3.1.
 3. Twelve days absence for personal illness with full pay in any school year for ten-month employees with six years or more service in Warren Township. These shall be cumulative.
 4. Teachers while on leave of absence do not accumulate additional sick leave credit but are guaranteed their accumulated sick leave effective the date of their return to active service.
 5. Teachers who are absent five or more consecutive days for personal illness shall supply written evidence from a licensed physician attesting to his/her illness and fitness for resumption of duties.
- B. Any teacher whose personal illness extends beyond the period compensated under Article XIII A shall be deducted at the rate of 1/200th of the teacher's salary or the cost of a substitute at the discretion of the Board. Upon return from leave, he shall be assigned to the same job, if available, or to a substantially equivalent position. Compensation of part-time teachers shall be prorated.

Article XIII, cont.

C. Payment for Unused Sick Leave

Upon retirement after twenty years of service in Warren Township, a one-time payment shall be made for a certain portion of unused sick leave. The number of unused sick days eligible for payment shall be the net increase in sick days accumulated during the ten years immediately prior to retirement. Payment for each eligible unused sick day shall be at a rate equal to 1/1000 of the average of the base annual salary paid over the ten years immediately prior to retirement.

ARTICLE XIV

TEMPORARY LEAVE OF ABSENCE

Leaves of absence with pay shall be granted annually for the following reasons:

A. Upon Approval of the Administration

1. Five days per occasion if required for death in the immediate family (spouse, child or parent).
2. Three days per occasion if required for death of brother, sister, mother-in-law, father-in-law or other member of household. (Household member shall be limited to a maximum of two individuals listed on the teacher's emergency card and/or listed in paragraph 3 below, when such individuals are members of the household.)
3. For other death in the family - one day per occasion - to include grandchild, grandparent, uncle, aunt, brother-in-law, sister-in-law, son-in-law or daughter-in-law.
4. For the conduct of personal affairs which cannot be handled outside school hours. A personal leave day cannot normally be used the day before or the day after a holiday or vacation period or the first or last day of teachers' school term. Application to the teacher's principal shall ordinarily be made at least three days prior to the leave. Maximum allowance - three (3) days per year. No reason required for two of the three days.

5. For the religious holidays where their observance prevents the teacher from working on a school day Maximum two days per year.

B. Upon Approval of the Superintendent

1. For the purpose of visiting other schools or attending meetings or conferences of an educational nature.
2. For jury duty, maximum allowance as required.
3. For appearance in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding, except where a teacher is suing the Board, if the teacher is required by law to attend provided the employee is not a party to a suit. Maximum allowance as required.
4. Full pay shall be paid by the Board for temporary (not to exceed 90 days in any one year) duty with any unit of the U.S. Reserves or the State National Guard provided such obligation cannot be fulfilled when school is not in session.
5. A maximum of two (2) days each for two representatives to attend conferences of NJEA and NEA shall be granted. Association will reimburse the Board for the cost of substitute(s).

- C. Payment for other leaves of absence or emergency absence may be granted by the Superintendent with Board approval.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

- A. All requests, extensions or renewals of extended leaves without pay, shall be made in writing to the Superintendent. The Superintendent shall give written notification of the Board's disposition.
- B. A teacher applying for maternity leave shall notify the Superintendent at least 60 days prior to the date she intends to leave. Leave without pay shall be granted with the commencement date at the option of the teacher, subject to written approval of her physician. The teacher shall have the option of terminating the leave of absence the following September 1 or the succeeding September 1. The teacher may elect to use all or part of her accumulated sick leave at the beginning of her leave of absence.
- C. The Board shall grant a leave of absence to any teacher to serve in public office in accordance with the law, Title 18A: 6-8.1; 8.2. No increment experience or credit will be granted for this leave nor shall such time count toward fulfillment of time requirements for tenure purposes.
- D. Sabbatical
 1. Any teacher who has served in the district for a period of not less than seven (7) years may, on recommendation of the Superintendent be granted a leave of absence for one year for the purpose of professional improvement through study or travel.
 2. The teacher's request for a sabbatical should outline in detail the proposed professional improvement plan for Board review. The initial request for a sabbatical shall be made prior to November 1st of the school year previous to the year for which the leave of absence is desired. Final details shall be submitted by December 1st and shall be approved or rejected by January 15. The number of teachers that shall be permitted to take sabbatical leave in any one year shall not exceed 1% of the total teaching staff unless the Board finds that unusual conditions make additional leaves desirable. Purpose, date of application and service will be factors in determining the number of grants within the budgetary limits for that year.

(Sabbatical, continued)

3. During this sabbatical period, such teacher agrees not to engage in any employment for remuneration without the approval of the Superintendent. In the event that a scholarship stipend is part of the sabbatical arrangements the total cash remuneration (stipend plus sabbatical salary) may not exceed the regular annual salary of the teacher.
4. During this leave of absence (sabbatical) the teacher shall continue in the employ of the Board and shall receive an annual compensation equal to $\frac{3}{4}$ of his annual salary for that year (except as provided in #3 above). From this compensation shall be made the regular deductions for the Teachers Pension and Annuity Fund and such other deductions that are required by law or that have been requested by the teacher. Where $\frac{1}{2}$ year sabbatical is granted, the teacher shall receive for that $\frac{1}{2}$ year $\frac{3}{4}$ salary.
5. As a condition for the granting of this sabbatical, the teacher shall enter into a contract with the Board to continue in service for a period of at least two (2) years after the expiration of the leave of absence. Upon failure to continue, the teacher may be required to repay to the Board a sum bearing the same ratio to the amount of salary received while on sabbatical to that of the unfulfilled portion of the sabbatical contract.
6. Upon return from Sabbatical leave, the teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence. He shall continue as an employee in the Warren Township system for a minimum of two years unless the parties mutually agree otherwise.

ARTICLE XVI.

SUBSTITUTES

The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and should be discouraged, except in an emergency. When possible, if no substitute is available, the students involved shall be apportioned among the classes in session.

ARTICLE XVII.

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

Both parties are aware of the following statutes:

- A. Title 18A:6-1. Use of reasonable force by teachers.
- B. Title 18A:16-6. Indemnity of officers and employees against civil actions.
- C. Title 18A:16-6.1. Indemnity of officers and employees in certain criminal actions.
- D. Title 18A:30-2.1 Payment of sick leave for service connected disability.
- E. Title 18A:37-2. Causes for suspension or expulsion of pupils.

ARTICLE XVIII

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its teachers dues for the Warren Township Education Association, the Somerset County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of said associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJS. 52:14-15.9e) under rules established by the State Department of Education.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual employee hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract between the Board and an individual employee contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. If any part of this negotiated contract becomes illegal it shall automatically be removed from the force of the contract. The rest of the contract shall remain in force. In the event that any item so removed shall be restored to legality, the item shall automatically be returned to full force within the contract.
- C. Copies of this Agreement shall be duplicated within thirty days after the Agreement is signed and presented to all employees now employed or hereafter employed by the Board. The cost of such duplicating shall be shared equally by the Board and the Association.

ARTICLE XX

AMENDMENT AND DURATION OF CONTRACT

- A. 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.
- B. This contract shall remain in full force and effect from July 1, 1980 to June 30, 1982.
- C. If at the time this Agreement would otherwise terminate the parties are negotiating for a new agreement, the terms and conditions hereof shall continue in effect so long as such negotiations voluntarily continue, and any new Agreement may be made retroactive to the date the new Agreement would otherwise have become effective.

In witness whereof the parties have executed this Agreement, the day and year first above written:

Board of Education of the Township of Warren

Attest: By _____ President

Negotiated by:

Secretary

Chairman Dr. Richard Toothill

Members Dr. Hyatt Gibbs
Mr. Robert Mick

Advisory Dr. Angelo L. Tomaso, Superintendent

Warren Township Education Association

Attest: By _____ President

Negotiated by:

Secretary

Chairman Mr. Robert Lund

Members Mrs. Olga Trimmer
Mr. William Schmeisser

Advisory Mrs. Barbara Caswell
WTEA Executive Board

SCHEDULE A

WARREN TOWNSHIP ELEMENTARY SCHOOLS

SALARY GUIDE 1980-81

YEARS OF EXPERIENCE	P R O F E S S I O N A L T R A I N I N G				
	Bachelor's Degree	Bachelor's Plus 15	Master's Degree	Master's Plus 15	Master's Plus 30
0	\$ 11,900	\$12,400	\$ 12,945	\$ 13,270	\$ 13,595
1	12,435	12,935	13,480	13,805	14,130
2	12,970	13,515	14,055	14,380	14,705
3	13,545	14,090	14,630	14,955	15,285
4	14,120	14,665	15,205	15,530	15,860
5	14,695	15,240	15,780	16,110	16,435
6	15,270	15,815	16,360	16,685	17,010
7	15,845	16,390	16,935	17,260	17,585
8	16,425	16,965	17,510	17,835	18,160
9	17,000	17,540	18,085	18,410	18,735
10	17,575	18,115	18,660	18,985	19,310
11	18,150	18,690	19,235	19,560	19,885
12	18,725	19,270	19,810	20,135	20,460
13	19,300	19,845	20,385	20,710	21,035
14	19,875	20,420	20,960	21,285	21,615
15	20,875	21,415	21,950	22,275	22,600
17 yrs. in Warren	21,455	21,995	22,535	22,855	23,180

SCHEDULE B

WARREN TOWNSHIP ELEMENTARY SCHOOLS

SALARY GUIDE 1981-82

YEARS OF EXPERIENCE	P R O F E S S I O N A L T R A I N I N G				
	Bachelor's Degree	Bachelor's Plus 15	Master's Degree	Master's Plus 15	Master's Plus 30
0	\$ 12,385	\$ 12,930	\$ 13,525	\$ 13,880	\$ 14,235
1	12,970	13,515	14,110	14,465	14,820
2	13,555	14,100	14,695	15,045	15,401
3	14,135	14,730	15,320	15,675	16,030
4	14,765	15,360	15,945	16,300	16,660
5	15,390	15,985	16,575	16,930	17,285
6	16,020	16,610	17,200	17,560	17,915
7	16,645	17,240	17,832	18,185	18,540
8	17,270	17,865	18,460	18,815	19,170
9	17,905	18,490	19,085	19,440	19,795
10	18,530	19,120	19,715	20,065	20,420
11	19,155	19,745	20,340	20,695	21,050
12	19,785	20,370	20,965	21,320	21,675
13	20,410	21,005	21,595	21,945	22,300
14	21,035	21,630	22,220	22,575	22,930
15	22,575	23,150	23,730	24,080	24,430
17 yrs. in Warren	23,205	23,780	24,365	24,710	25,065