AGREEMENT BETWEEN THE BOARD OF EDUCATION OF WARREN TOWNSHIP COUNTY OF SOMERSET, NEW JERSEY

and

WARREN TOWNSHIP EDUCATION ASSOCIATION

For the School year July 1, 1995 to June 30, 1998

Covering Teacher Employment

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PREAMBLE

This agreement is entered into this 18th day of September, 1995 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".

WITNESSETH

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 full and part time certified teachers to include certified school nurses, psychologist, social worker, learning disabilities teacher consultant, and guidance counselors under contract, on leave or employed by the Board (hereinafter "Employees") but excluding supervisory and/or administrative personnel and substitute teachers.

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 Employees' employment. Such negotiations shall begin as required by law. Any agreement so negotiated shall apply to all Employees, be reduced to writing, be signed by the Board and the Association and be ratified by the Board and the Association. Approval by a full majority of the Board is required for ratification.
- 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 PROCEDURE

A. Definitions

A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment as stated in this Contract of an employee or group of employees covered by the contract and/or a complaint that there has been an alleged violation, misapplication, or misinterpretation of any of the provisions of this Agreement or of any Board Policy or administrative decision rendered thereunder. The term "Grievance" shall not apply to any matter where (a) a method of review is prescribed by law or State Board rules; (b) the Board of Education is without authority to act; (c) a complaint relates to the non-renewal or termination upon notice of a non-tenured teacher's contract.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level and at the earliest possible time, equitable solutions to the problems which may affect employees. 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

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 school year, the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. The time periods set forth in these procedures are intended to be maximum limits. Every effort shall be made to expedite the procedure.

Level One

The grievant shall first discuss the grievance with his/her immediate superior within fifteen (15) workdays of its occurrence to resolve the matter informally. The grievant should submit in writing to his/her 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.

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 the 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 five 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/her receipt of the Level Two response and so notify the Superintendent. Failure to do so means the issue is resolved. Within ten working days of receipt of the 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 the Board's receipt of the grievance. The grievant and 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 workdays of this meeting. If a hearing is not set, the Board's decision shall be communicated, in writing, to the grievant within 30 work days of the Board's receipt of the grievance.

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.
- 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 (15) 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.

c. 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 Public Employment Relations Commission 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/she shall then be restricted to considering only the question(s) submitted to him/her. The arbitrator shall issue his/her recommendations within thirty (30) calendar days after he/she has concluded the hearings.

- d. 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/her findings of fact, reasoning and recommendations only on the issue(s) submitted.
- e. 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.
- 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 an employee is not represented by the Association, the Association shall have the right to be present, and to state its views.
- 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.
- Any grievant shall file his grievance on the form attached to and made a part of this Agreement.

ARTICLE IV

EMPLOYEE AND BOARD RIGHTS

- A. Employee 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 the Agreement and then insofar as the limitations are legal. The Board retains all rights, powers, functions, and authority of management, including the hiring, supervision, discipline, and promotion of employees, the direction of school operations and the determination of the methods, means, and personnel by which such operations are to be conducted and to take whatever action may be necessary to accomplish the missions of the school district.
- C. The employee shall maintain the responsibility to determine grades based upon his/her professional judgment of available criteria pertinent to any given subject and/or activity for which he/she is responsible. In cases where a dispute exists after a grade has been discussed with the teacher, appeals shall be made first to the Building Principal, second to the Superintendent of Schools, and third to the Board of Education. While the Board of Education has the final determination of grades, no grade shall be changed unless it has been determined that the grade was given in a manner contrary to school policies and practices. The teacher shall have the right to present information at each of the aforementioned steps.
- D. No tenured employee shall be disciplined, reprimanded, reduced in rank, or have increment withheld without just cause. Any such action taken by the

Board, or any agent or representative thereof, shall not be made public (unless so requested by the employee in accordance with the Sunshine Law) until formal action is taken by the Board, and shall be subject to procedures consistent with law.

E. Any criticism by a Supervisor or Administrator of an employee herein shall be made in confidence and not in the presence of students, parents, or other public gatherings if at all possible.

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, employee census data (if the Board has such data), individual and group employee health insurance premiums relative to cost with names and classifications of illness to be withheld and names and addresses of all employees.
- B. (1) If both parties agree to meet during work hours, any representative of the Association or any employee participating in these negotiations, grievance proceedings (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 representative.
- C. Teacher-Administration Liaison Committee (TALC)
 - This Committee shall consist of the Superintendent who serves as Chairman and a representative from each school selected by the Association, plus one specialist selected by the Association. 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.
- D. The President of the Warren Township Education Association shall be granted two days per semester (a total of four days per school year) to conduct Associa-

tion business. Additional days may be authorized at the sole discretion of the Superintendent. These days shall not be in addition to the days to which the President is entitled under the collective bargaining agreement with the Secretaries/Paraprofessionals.

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 shall be ten calendar months extending from approximately September I to June 30 of each year. In no case shall this exceed 188 workdays. Within the work year 184 days shall be scheduled for students. Four of these days shall be snow days. Snow days which are not used will be canceled by the Board. Within the 188 days, the teachers will work two days before pupils arrive (one-half day of which will be for the teacher to set up his or her classroom) and two full in-service days during the school year.
- C. On the opening day of school, elementary students shall be dismissed at 1:15 P.M.; middle school students at 12:30 P.M. Teachers dismissal times shall be consistent with their seven hour workday, described in Article VII (below).
- D. On the Wednesday before Thanksgiving, elementary schools will be dismissed at 1:15 P.M.; Middle School at 12:30 P.M.

ARTICLE VII

TEACHING HOURS, LOAD, ASSIGNMENT

- A. 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.

 Alternate hours may be arranged for pull-out programs if agreed upon by the teacher(s) involved and the administration. Any such arrangement shall remain in effect for the minimum of one marking period.
- B. I. Every effort shall be made to notify teachers of their subject, grade level

and building assignments for the forthcoming year prior to the last day of school. If a change in assignment is required, the affected teacher will be involved in the discussion prior to the change. 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.

- 2. Any teacher who, between July 1 and the first day of school in any year, is involuntarily transferred to a new classroom shall be entitled to a one-time payment of \$50. Any teacher who, between July 1 and the first day of school in any year is transferred to a new school building shall be entitled to a one-time payment of \$100. The room-to-room and building-to-building payment shall not be cumulative.
- 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. Each teacher in grades K-4 shall be guaranteed 120 minutes of preparation time during each full week of school and each grade 5-8 teacher shall be guaranteed 150 minutes of preparation time during each full week of school. Where there are less than 5 school days in any week, the guaranteed preparation time shall be pro-rated accordingly.
- F. All personnel may leave the building during their duty free lunch period after using the sign-in/out sheet.
- G. The work day for all full-time teachers shall be seven consecutive hours. All certified staff are eligible to participate in flexible scheduling. Requests for flexible schedules shall be initiated either by an administrator or by the certified staff member. Flexible scheduling shall be used for reasons of non-teaching duties, including, but not limited to, A.M./P.M. bus duty, detention duty, PAC or other professional meetings, and/or for any purposes which are agreeable to the administrator and the affected staff members(s). Flexible scheduling includes an arrival time of not earlier than the equivalent of one

period before school begins and a departure time of not later than the equivalent of one period after school ends. Any staff member performing on a flexible schedule shall be given compensatory time off for the time equivalent to the time worked before the normal school day would have commenced or after the normal school day would have concluded. The compensatory time off shall be taken at a time acceptable to the staff member and the administrator and shall be agreed upon prior to performing the flexible schedule. Volunteers will be sought first for flexible schedule assignments.

H. The Chairperson of the Board's Staff Development Program will be given compensatory time of one school day for each marking period, for a total of four days in a school year. The time when the Chairperson shall take the compensatory time shall be agreed upon with the Superintendent. Employees who teach staff development courses in the Board's program will be compensated at the rate of bedside instruction (\$27.50) for each hour of actual instruction. Credits will be earned by certified staff for advancement on the salary guide at the rate of 1 credit for each 20 hours of the district's staff development courses taken. Programs to be conducted in the staff development program require the approval of the Superintendent.

ARTICLE VIII

NONTEACHING DUTIES

A. Back-up teachers will be available for all aide duties at no additional cost. Any teacher who replaces an aide duty position shall be paid at the following rates:

1995-98 \$19.00

B. <u>Co-Curricular Positions</u>

Compensation as indicated shall be paid for the following co-curricular positions:

		1995-98
1.	Middle School 8th Grade Class Advisor	\$450
2.	Middle School Student Council Advisor	\$450

	3.	Middle School Year Boo Middle School Year Boo	\$450 \$450	
	4.		per Club Advisor (Pos. 1) per Club Advisor (Pos. 2)	\$450 \$450
	5.	Bus Patrol Advisor (each	h school)	\$450
	6.	Teacher-In-Charge		\$450
	7.	Middle School Lunchro	om Supvr. (each person)	\$1,800
C.	Com	petitive Athletics		
1. 2.		Baseball - Boys	Group 2*	\$1,800
		Softball - Girls	Group 2*	\$1,800
	3.	Basketball - Boys	Group 1*	\$2,250
4.	Basketball - Girls	Group 1*	\$2,250	
5.		Cheerleading	Group 2*	\$1,800
	6.	Track - Boys	Group 3*	\$1,350
	7.	Track - Girls	Group 3*	\$1,350

- 8. Any additional Group 1, 2, or e competitive athletic position/activity approved by the Board and WTEA.
- Group 1 activities include practices before and during a typical three month season involving 16 or more events.
 Group 2 activities include practices before and during a typical season involving 10 to 15 events.
 Group 3 activities include practices before and during a typical season involving 5 to 9 events.

D. Clubs/Intra murals

1.	Arts and Crafts	Class II**	\$ 900
2.	Drama with a production	Class I*	\$1,800
3.	Computer Technology	Class II**	\$ 900
4.	Field Hockey	Class II*	\$ 900

- 5. Any additional Class I, II, or III club or intramural position/activity approved by the Board and WTEA.
- Class I activities take place more than once a week for the year, or equivalent in the case of a dramatic production.
 Class II activities take place once a week for the year of twice a week for half the year.
 Class III activities take place once a week for half the year, with compensation set at \$450.

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 as set forth below.
 - 2. Full credit shall be given upon initial employment or reemployment for:
 - All military experience up to four years.
 - b. Pertinent teacher related experience in Peace Corps, Vista, or National Teacher Corps.
 - 3. Consideration may be given up to a total of seven (7) years credit for the following:
 - a. Actual time spent in teaching on a Fullbright Scholarship.

- b. Previous public teaching experience under a full year contractual agreement at a duly accredited school.
- c. Private and parochial school experience will be evaluated by the Board for salary guide credit.
- 4. 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.
- 5. N.J.S.A. 18A:29-14: The Board of Education may withhold for inefficiency or other good cause, the *employment increment, or the *adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education.
 - a. The Superintendent shall prepare, or the teacher's immediate superior and/or principal shall forward to the Superintendent, written recommendations for the withholding of an increment together with the reasons thereof.
 - b. The Superintendent shall notify the employee of the intent to recommend to the Board of Education to withhold an increment and the reasons therefore.
 - c. The employee may request a hearing with the Board within five days of receiving notification of the Board's intent to withhold an employment increment or adjustment increment. If the employee requests a hearing, the Board shall grant the employee a hearing within ten working days of receipt of the employee's request for a hearing. If the employee does not request a hearing within five days, the Superintendent will proceed without a hearing. The Board will give the employee written notice of its action within ten days after such action has been taken.
 - d. The employee may appeal from such action to the Commissioner under rules prescribed by the Commissioner.
 - e. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjusted increment.

- *employment increment existing guide
- *adjustment increment resulting from negotiations
- B. Professional training shall be defined as follows:
 - 1. <u>Bachelor's Degree</u> 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.
 - Bachelor's Degree + 15 shall mean proof of the satisfactory completion
 of 15 additional semester hours in graduate courses beyond 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. <u>Master's Degree</u> 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. <u>Master's Degree + 15</u> shall mean proof of satisfactory completion of 15 additional semester hours in graduate courses beyond the Master's Degree in any college or university, whose graduate courses are acceptable to the State Board of Examiners for certification purposes.
 - 5. <u>Master's Degree +30</u> shall mean proof of satisfactory completion of 30 additional semester hours in graduate courses beyond the Master's Degree in any college or university or colleges or universities whose graduate courses are acceptable to the State Board of Examiners for certification purposes.
 - 6. <u>Doctorate-Ed.D.</u> shall mean proof of satisfactory completion of a graduate program beyond the Master's Degree which results in the award of an Ed.S. Certificate granted by any college or university whose courses are acceptable to the State Board of Examiners for certification purposes and/or for credit purposes.

C. Teachers shall be notified of their contract status for the ensuing year not later than ten days after the annual school election at which the budget is presented to the voters. Teachers shall be notified of their salary status and pay schedules for the ensuing year by May 30. If no agreement has been reached between the WTEA and the Board of Education by May 30, teachers shall be notified of their salary status within ten days of the approval of the contract by the WTEA and the Board of Education.

ARTICLE X

SALARIES AND FRINGE BENEFITS

- A. 1. Salaries will increase 4.5% in school year 1995-96, 4.4% in school year 1996-97 and 4.3% in school year 1997-98 in accordance with salary guides attached hereto. In the event of savings in medical premiums in accordance with paragraph C below, these guides may increase in school years 1996-1997 and 1997-1998.
 - 2. Teachers may individually elect to have approximately twelve (12) 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.
 - 3. Teachers employed on a ten (10) month basis are to be paid in twenty (20) semi-monthly installments.
 - 4. 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.
 - 5. A teacher shall receive his final check on or before June 30.
 - In order to advance a step on the salary guide, a teacher must be employed for more than 90 work days in that school year.
- B. Teachers achieving the next salary level on the guide through additional education shall be placed on that level subsequent to certification by the Superintendent and by Board action subject to Article IX, B.

- C. With prior approval of the Superintendent, teachers shall be reimbursed 100% of tuition costs not to exceed 100% of the current Rutgers University tuition for all graduate courses for which the teacher has attained a grade of B, its equivalent, or better. There is a limit of six semester hours per teacher per semester, including any summer semester. Reimbursement shall be made twice a year, in the Fall and in the Spring.
 - 1. Excluded from tuition reimbursement shall be any administrative or supervisory courses unless such courses are a part of a Masters Degree program in which the teacher is matriculated. However, programs leading to a Masters Degree in administration or supervision shall not be eligible for tuition reimbursement.
 - 2. The maximum liability of the Board of Education for tuition reimbursement shall be \$22,500 in each fiscal year of the contract. Amounts not expended in one fiscal year shall not be added to the money available in the following year. If the \$22,500 cap for tuition reimbursement is insufficient in any fiscal year to meet the needs of all applications, distribution shall be based upon the number of credits taken by a teacher in relationship to the total number of credits taken by all other qualified teachers during the same semester. The amount of \$12,500 shall be allocated to the summer semester and \$6,250 each shall be allocated to the Fall and Spring semesters. If the dollar amount is not used in its entirety, the unused amount shall be carried over to the following semester, subject to the limitation that no amount shall be carried over to any subsequent fiscal year.

D. Medical Insurance

1. The Board shall provide full medical insurance for teachers and their dependents. However, no medical insurance benefits shall be granted to part-time employees working fewer than 20 hours per week with the exception of those hired prior to the change of carrier in 1985-1986. The protection shall be comparable to that provided by the New Jersey State Health Benefits Plan, provided, however, the Employees agree to a mandatory second surgical opinion and a preadmission certification and continued stay review consistent with the policies of the insurance carrier. The Association agrees to undertake an educational program to inform Employees of the benefits available from switching from the traditional plan to a DPP plan and of the savings that can be achieved

by switching to a DPP plan as well as from reducing the type of coverage an Employee has. Meetings devoted to this educational program will not be counted toward in-service time or other time to which the Board of Education is entitled. If an Employee changes the type of coverage to which the Employee is entitled under this Agreement (for example, from traditional to DPP or from family to individual coverage), the employee will be entitled during school year 1995-96 to receive a direct payment of 40% of the savings achieved on the premium that would otherwise have been paid by the Board to the insurance carrier. A decision shall be made by the employee concerning changes in coverage for school year 1995-96 by September 30, 1995. In the second and third years of this Agreement, however, 25% of the premium savings shall be paid directly to the employee and 25% of the savings shall be used to increase the salaries otherwise payable on the salary guides attached to this contract. Employees who wish to change coverage for school year 1996-97 and 1997-98 must notify the Board by May 1 of each year preceding the school year in question so that the dollar amount of the savings can be computed and placed on the salary guide for the following school year.

Notwithstanding the other provisions of this paragraph, an employee who is hired after May 1 and elects to take less medical insurance coverage than the employee would be entitled to receive the employee shall be entitled to receive a direct payment of 40% of the savings achieved on the premium that would otherwise have been paid by the Board to the insurance carrier until the end of the school year in which the employee can make an election on May 1. In subsequent school years the employee will be treated the same as all other employees.

In May of each year after the total amount of savings is known, the total savings shall be divided by the number of full time equivalent teaching staff members in the district on May 1 and the resulting amount shall be added to each step on the salary guide for the following school year. Notwithstanding the foregoing, the increase available for Employees in total (taking into account the percentage increase referred to in Article X, paragraph 1, for the school year in question plus the total savings from medical insurance savings) shall not exceed 5% over the base salary of the preceding school year. The base salary for computing the cap for school year 1996-97 is \$6,259,155 and the base salary for computing the cap for school year 1997-98 is \$6,528,299.

Employees who have changed their type of coverage will be allowed to restore their coverage on an immediate basis without the necessity of health questionnaires for themselves or their family members in the event of a hardship. Reentry for hardship applies only in the following situations which result in the loss of coverage through a spouse: Termination of employment, legal separation (a copy of the decree is required), group contract/policy terminated, divorce (a copy of the decree is required), death (a copy of the death certificate is required), or military discharge (Form DD214 is required). In addition, any Employees who have changed their type of coverage may automatically restore the coverage by applying during the enrollment period each year. It will not be necessary for any employees or their family members to complete a Statement of Health (proof of insurability) to restore coverage during the enrollment period.

- 2. The Board shall provide full dental insurance for teachers. This protection shall be comparable to that provided by Delta Dental Plan of New Jersey.
 - Preventive and Diagnostic 100% UCR
 - Basic Services 80% UCR
 - c. Major Services 50% UCR.
 - d. Orthodontics 50% UCR; \$800 SCP Max.

\$1,500 maximum UCR p.a.

\$25 deductible p.a., excluding preventive and diagnostic.

During the term of this Agreement, the Board shall continue to pay 100% of the premiums for the individual employee. However, on June 30, 1996, the liability for premium costs for this insurance to be paid by the Board shall be capped at a sum equal to the premium then in effect. The Board shall not be liable to pay any increase in dental insurance premiums after June 30, 1996.

- 3. The Board reserves the right to name the carrier(s).
- 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 activi-

- ties during any calendar year shall be at the rate authorized during any calendar year by IRS for business mileage deduction for the previous calendar year.
- F. The acceptance of an assignment to perform bedside instruction shall be voluntary and one cannot be assigned to perform bedside instruction over their objections. The hourly rate of pay shall be \$27.50 for those who accept such assignment.
- G. The Board of Education will provide each mentoree with a copy of the State law, any regulations adopted by the State Board of Education, and any Board policy concerning implementation of the mentoring program. If the mentoree has not paid his/her mentor the fee required by the State law by April 1 of the school year in question, the mentor shall notify the Superintendent of such fact. If the mentoree has not paid his/her mentor by May 15 and the mentor requests the Board to do so, the Board of Education will pay the statutory fee directly to the mentor and deduct such fee from the salary of the mentoree.
- H. The Board of Education and the Warren Township Education Association will pursue in good faith preparation of a plan under section 125 of the Internal Revenue Code for the benefit of employees who are entitled to receive payments under paragraph D(1) above as a result of a change in their medical insurance coverage to which they are entitled. This plan will not be available to employees who do not obtain savings from reducing the amount of their medical insurance coverage.

ARTICLE XI

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 for a change of 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 non-tenured 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 teachers shall meet with the evaluator to discuss the evaluation within five workdays of the observation. Specialists serving in more than one building shall meet with the evaluator within ten (10) 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 teacher shall acknowledge that he/she 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 N.J.S.A. 18A:30-1 and amended below:
 - 1. Ten days absence for personal illness with full pay in any school year (N.J.S.A. 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. N.J.S.A. 18A:30-3,3.1.
 - 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 for personal illness for five or more consecutive days shall supply written evidence from a licensed physician attesting to his/her illness and fitness for resumption of duties. In addition, the Board of Education shall have the right to give any individual teacher advance written notice that he/she will be required thereafter to provide written evidence from a licensed physician attesting to his/her illness regardless of the number of days of absence due to the illness.
- B. Any teacher whose personal illness extends beyond the period compensated under Article XIIIA shall have a salary deduction at the rate of 1/200th of the teacher's yearly salary or the cost of a substitute at the discretion of the Board. Upon return from leave, he/she shall be assigned to the same job, if available, or to a substantially equivalent position. Compensation of part-time teachers shall be prorated.

C. All employees shall be entitled to one "family illness" day effective with the 1994-95 academic year. Unused family illness days shall be added to the employees' accumulated sick leave. Family illness days may be utilized where a personal presence is advisable because of the critical illness of (a) a parent or (b) a spouse or (c) a child, or (d) a member of the family living in the teacher's household. An informal explanation identifying the family member and the nature of his or her illness will be provided upon request.

D. Payment of Unused Sick Leave

Upon retirement after 20 years of service to Warren Schools, a one time payment shall be made. The payment shall be as follows. The first one hundred (100) accumulated unused sick leave days shall be compensated at the daily rate of twenty dollars (\$20); the next one hundred (100) days accumulated shall be compensated at the daily rate of twenty-one dollars (\$21); and all accumulated days over 200 shall be compensated at the daily rate of twenty-three dollars (\$23) per day. In the event of the death of an eligible employee, payment shall be made to his/her estate.

- E. Any teacher who compiles sixty (60) consecutive full working days of perfect attendance earns "I" day. This day may either be added to cumulative sick leave or reimbursed at the rate of \$65, at the option of the employee, payable annually.
 - 1. The following absences shall not constitute a break in 60 consecutive full working days; death in the family, use of a personal day for death not otherwise covered, jury duty, professional days, compensatory days.
 - 2. The following absences shall constitute a break in the 60 consecutive full working days; sickness, use of personal days no excuse needed, all others not specifically exempted under paragraph 1 above.

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, grandchild, grandparent, uncle, aunt, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other member of house-hold. (Other household members shall be limited to a maximum of two individuals listed on the employee's emergency card, when such individuals are members of the household.)
- 3. Up to three days for the conduct of personal affairs which cannot be handled outside of 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 the employee's school term, nor shall a personal leave day be utilized for a holiday or vacation. The spirit and intention of this section is to provide only for a uniquely private concern of an individual and, therefore, is not to be interpreted in any manner other than that which has been expressed. If it is established that an employee takes such a leave for a reason other than the aforementioned purposes, the superintendent may then determine that the absence results in the forfeiture of pay for the absence. Application to the employee'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.
- 4. Unused personal leave days in any year can be added to the teacher's unused accumulated sick leave on the following basis: (1) if no personal days are used, 2 days can be so added; (2) if one personal day is used, one day can be so added; (3) if two personal days are used, none can be so added as accumulated sick leave.

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 employee's employment or with the school system, except where a unit member is

- suing the Board, or in any other legal proceeding, if the employee 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 for each two representatives to attend conferences of N.J.E.A. and N.E.A. shall be granted. The 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.
- D. Two compensatory days shall be awarded to each teacher who accompanies the eighth grade on an overnight class trip.

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. <u>Maternity Disability</u>

- 1. The Board shall grant sick leave for the period of actual disability approximately one month prior to delivery and one month subsequent 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.
- 2. Any pregnant teacher who does not elect to take a child-rearing leave 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 to

do so.

- 3. The Board may require a teacher during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which the teacher has been assigned.
- 4. In the event of any question as to the medical condition of the pregnant teacher, a conference shall be arranged between the Board's physician and the teacher's attending physician.
- 5. No teacher shall be required to leave work because of pregnancy at any specific time prior to expected child birth nor be prevented from returning to work after child birth solely on the ground that there has not been a time lapse of specific duration between child birth and the desired date of return.
- 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.
- 7. The Board has the right to remove any pregnant teacher from her daily duties on any one (1) of the following criteria:
 - Her teaching performance substantially declines from the period preceding pregnancy.
 - b. Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if the pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching or the Board's physician concludes that she is unable to continue teaching.

C. Child Rearing

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

1. All initial applications for extensions or reductions of child rearing leave shall be made in writing to the Superintendent.

- 2. 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 in writing at least 60 days prior to the date the leave is to commence.
- 3. The request for child rearing leave shall specify the date when the teacher wishes the leave to commence and terminate.
- 4. 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 commences and an additional school year may be granted upon the request of a teacher under tenure. A teacher on child rearing leave shall notify the Superintendent 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 intends to return to the District or 60 days prior to said intended return date, whichever is sooner.
- 5. 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, or in as comparable a position as possible.
- 6. 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.
- 7. Time spent on child rearing leave of absence shall not count towards salary guide placement, experience, seniority, sick leave accumulation, tenure accrual, etc.
- 8. Anyone who accepts child rearing leave after January 31 in any given school year is given credit on the salary guide for a full year upon returning to the District. No credit on the salary guide shall be given for any child rearing leave commencing on January 31 or prior to January 31 in any given school year.
- 9. A teacher receiving child rearing leave shall not accept full-time employ-

- ment 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 his/her request under Paragraph 6 above to return to employment.
- 10. Adoption Any teacher adopting a child of preschool age shall receive a leave similar to child rearing leave as a result of child birth, which shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption.
- 11. 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 time period shall not be counted for tenure purposes
- D. The Board shall grant a leave of absence to any employee to serve in public office in accordance with the law, Title N.J.S.A. 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.

E. Sabbatical

- 1. Any employee 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 employee'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 prior 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 employees 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 length of service will be factors in determining the number of grants within the budgetary limits for that year.
- 3. During this sabbatical period, such employee agrees not to engage in any employment for remuneration without the approval of the Superin-

- tendent. 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 employee.
- 4. During this leave of absence (sabbatical), the employee shall continue in the employ of the Board and shall receive an annual compensation equal to 3/4 of his/her annual salary for that year (except as provided in #3 above). From this compensation shall be made the regular deductions for the Teacher's Pension and Annuity Fund and such other deductions that are required by law or that have been requested by the employee. Where one-half (1/2) year sabbatical is granted, the employee shall receive three-quarters (3/4) of that one-half (1/2) year's salary.
- 5. As a condition for the granting of this sabbatical the employee 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 employee 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 employee 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. He/she shall continue as an employee in the Warren Township system for a minimum of two (2) years unless the parties mutually agree otherwise.

ARTICLE XVI

SUBSTITUTES

- A. The practice of using a regular teacher as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and should be discouraged, except in emergency. To this end, the Board shall make every effort to maintain an adequate list of qualified substitutes.
- B. When it becomes necessary for a teacher to cover a class for which a substitute is unavailable, the teacher shall be compensated at a rate of \$19.50 per hour for the duration of this Agreement. Such coverage shall first be assigned to

teachers who have volunteered to take the assignment.

- C. When there is no volunteer for the assignment, other teachers may be assigned to cover classes. Such assignment shall be made in a rotational basis in such a manner as to ensure an equitable distribution among the faculty. Teachers shall have the right to request with reason that they not be given such assignment, and this request shall not be arbitrarily denied. Every effort shall be made to avoid requiring a teacher to substitute during his/her only planning period of the day.
- D. Coverage assignments shall be made by the principal as soon as possible after notification of an uncovered class has been received at the school. Every effort shall be made to make assignments by 9:00 A.M. Any part-time teacher who extends his/her time to substitute shall be paid his/her prorated salary.

ARTICLE XVII

DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its employee dues for the Warren Township Education Association, the Somerset County Educational Association, the New Jersey Educational Association, or the National Education Association, or any one or any combination of said associations as said employees 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.

B. Representation Fee

1. A representation fee not to exceed 85% of the established Association dues are payable by those members of the representation unit who choose not to belong to the Association. These deductions shall be made in accordance with New Jersey statutes.

2. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided

that:

- (a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

3. Exception

It is expressly understood that Paragraph B2 above will not apply to any claim, demand or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

The Association has a "demand and return" system in effect.

ARTICLE XVIII

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 the 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. Copies of this Agreement shall be duplicated within thirty (30) 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 XIX

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, 1995 to June 30, 1998.
- C. If at any time this Agreement would otherwise terminate while 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 shall be made retroactive to the date the new Agreement would otherwise have become effective.
- D. This Agreement represents the full and complete understanding on all matters which were or could have been the subject of negotiations. Neither party, during the term of this Agreement, shall be required to negotiate with respect to any such item that was or could have been the subject of negotiations.

IN WITNESS WHEREOF, the parties duly hereto have caused this Agreement to be duly signed this day of January, 1996.

WARREN TOWNSHIP EDUCATION ASSOCIATION

BOARD OF EDUCATION

WARREN TOWNSHIP

G. Marguerite Zerrer, President

Charles Cohen President

Mindy Harris Secretary

Dr. Murray S/Peyton, Seg

	WTEA Teacher Salary Guide 1995-1996		WTEA Teacher Salary Guide 1995-1996						WTEA Teac	ther Salary C	Salary Guide 1996-1997		
TEP	ВА	BA+15	MA	MA+15	MA+30	DA	STEP	BA	BA+15	.MA	WA+15	MA+30	DA
1	29,150	30,518	31,887	33,256	34,625	35,993	1	30,188	31,568	32,548	34,328	35,709	37,085
2	30,109	31,515	32,921	34,327	35,733	37,139	2	31,135	32,555	33,974	35,394	36,813	38,23
3	31,153	32,596	34,040	35,484	36,927	38,371	3	32,135	33,593	35,052	36,511	37,570	
4	32,202	33,584	35,156	36,647	38,128	39,509	4	33,144	34,843	35,142	37,641	39,139	39,42
5	33.257	34,777	36,297	37,816	39,336	40,855	5	34,165	35,705	37,244	38,783	40,323	40,538 41,86
6	34,318	35,876	37,434	38,992	40,549	42,108	6	35,198	36,778	38,358	39,939	41,519	43,100
7	35,385	36.981	38,578	40,174	41,771	43,367	7	36,242	37,864	39,486	41,108	42,730	-
8	36,458	38,093	39,728	41,363	42,999	44,634	8	37,299	38,963	40,626	42,290	43,954	44.35
9	37,537	39,211	40,885	42,560	44,234	45,908	9	38.363	40,074	41,780	43,487	45,193	45,518 46,900
10	38,621	40,335	42,049	43,763	45,477	47,190	10	39,449	41,199	42,949	44,698	45,448	-
11	39,713	41,467	43.220	44,973	46,727	48,480	11	40,544	42,338	44,131	45,924	47,718	48,198
12	40,812	42,605	44,398	46,191	47,985	49,778	12	41,553	43,490	45,328	47.156	49,004	49,51
13	41,917	43,751	45,584	47,417	49,251	51,084	13	42,775	44,658	45,540	48,423	50,305	50,841
14	43,030	44,903	46,777	48,652	50,526	52,399	14	43,912	45,840	47,768	49,596	51,524	52,184
15	44,149	45,064	47,979	49,894	51,808	53,724	15	45,064	47,038	49,012	50,986	52,960	53,55
15	45,276	47,232	49,188	51,145	53,100	55,056	16	46,230	48,251	50,272	52.293	54,314	54,93- 56,33-
17	46,411	48,409	50,406	52,403	54,401	56,398	17	47,412	49,481	51,549	53,617	55,685	-
18	47,554	49,593	51,632	53,671	55,711	57,750	18	48.510	50,727	52,843	54,959	57,076	57,75
19	48,705	50,786	52,867	54,949	57,030	59,111	19	49,825	51,990	54,155	56,320	58,485	59,197
20	49,863	51,987	54,111	56,235	58,359	60,483	20	51,056	53,270	55,485	57,700	59,914	50,650
21	51,031	53,198	55,364	57,532	59,698	61,865	21	52,304	54,569	55,834	59,099	61,363	52,12
22	52,207	54,417	56,627	58,838	61,048	63,258	22	53,570	55.886	58,202	60,518		63,628
23	53,473	55,727	57,980	60,234	62,487	64,741	Z3	54,895	57,263	59,630	61,998	52,834 64,365	55,145 56,733
L30	54,473	56,727	58,980	61,234	63,487	65,741	L30	55,895	58,263	60,630	52.998	65,365	67,73

STEP	ВА	BA+15	MA	MA+15	MA+30	DR
1	31,250	32,642	34,034	35,425	36,817	38,209
2	32,186	213,55	35,052	36,484	37,917	39,350
3	33,139	34,513	35,088	37,562	39,036	40,510
4	34,108	35,525	37,141	38,658	40,174	41,691
5	35,094	36,654	38,213	39,773	41,333	42.892
6	36,098	37,701	39,305	40,908	42,511	44,115
7	37,119	38,767	40,415	42,063	43,711	45,359
8	38,160	39,853	41,546	43,239	44,933	46,626
9	39,219	40,958	42,697	44,437	45,176	47,916
10	40,297	42,083	43,870	45,656	47,443	49,229
11	41,395	43,230	45,064	46.898	48,732	50,567
12	42,514	44,397	46,280	48,163	50,046	51,929
13	43,655	45,587	47,520	.49,452	\$1,385	53.317
14	44,816	46,799	48,783	50,766	52,749	54,732
15	46,000	48,035	50,070	52,104	54,139	56,173
16	47,207	49,294	51,381	53,468	55,556	57,643
17	48,438	50,578	52,719	54,859	57,000	59,140
18	49,692	51,887	54,082	56,277	58,472	60,667
19	50,971	53, 27 2	55,473	57,723	59,974	62,224
20	52,27F	54,583	56,891	59,198	61,505	53,812
21	53,607	55, 972	58,337	50,702	63,067	65,432
22	54,965	57,389	59,813	52,236	64,660	67,084
23	5 ६ ,350	58,834	51,318	63,802	65,286	68,770

62,318

64,802 67,286

69,770

L30

57,350 59,834

WTEA Teacher Salary Guide 1997-1998