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EMPLOYMENT AGREEMENT

1984-85 1985-86 1986-87

7391 - H391X

Between: the <u>Independence Education Association</u>
and the <u>Independence Township Board of</u>
Education in Warren County

Independence Township Board of Education RR 1 Box 3 Great Meadows, N.J. 07838

ARTICLE I

Recognition

The Independence Township Board of Education recognizes the Independence Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel and building custodians whether under contract, on leave, on a per diem basis, employed or to be employed,

Including: teachers

nurse

librarian

building custodians

but excluding: principal

assistant principal Child Study Team

ARTICLE II

Grievance Procedure

A. Definition

- 1. A "grievance" shall mean a complaint by an employee that
 - (a) there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the agreement or that
 - (b) he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established board policy or administrative practice as outlined in the teachers' manual.
- However, the term "grievance" shall not apply to any matter which
 - (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or
 - (b) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone,
 - (c) a complaint of a non-tenure teacher which arises by reasons of his not being re-employed, or
 - (d) a complaint by any certificated person occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
- 3. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

B. Purpose

1. The purpose of this grievance procedure is to secure at the lowest level possible, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment

- of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained shall be construed to limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its view.

C. Procedure

- Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be made to expedite the process. The time limits, may however, be extended or reduced by mutual agreement.
- 2. A grievance to be considered under this procedure must be initiated by the aggrieved within thirty (30) calendar days of its occurrence, or within thirty (30) calendar days of when the teacher should have known of its occurrence. If the grievance is not filed within this thirty (30) day limit, the grievance is deemed waived. The Association recognizes that the Board has the responsibility and the authority to manage and direct on behalf of the public all the oprations and activities of the school district to the full extent authorized by Law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and expressed terms of this agreement.

Level One

Any professional employee who has a grievance shall discuss it first with his principal in an attempt to resolve the matter at that level.

4. Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved employee, he shall set forth his complaint in writing to the principal. The written grievance shall contain a statement as to all facts which the employee intends to rely upon in support of the grievance and the specific article of the contract allegedly violated. The principal shall communicate his decision to the employee in writing within ten (10) school days after receiving the written grievance.

5. Level Three

If the grievance is not settled after reaching the principal, the matter may be referred to the Professional Relations Committee of the Independence Education Association for consideration. The Committee shall make a determination as soon as possible, but within a period not to exceed ten (10) days. If the Professional Relations Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the Administrative Principal and to the Board of Education.

6. Level Four

If the Professional Relations Committee determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education. The Board, or a committee thereof, shall review the grievance and, if the Board deems necessary, hold a hearing with the employee and render a decision in

writing within thirty (30) days of receipt of the grievance by the Board or within thirty (30) calendar days of the hearing with the employee, whichever comes later. The decision of the Board shall become its final determination and shall be reviewable only as provided by law or pertinent to Step 7 of this article.

7. Level Five

- a. Only if the grievance pertains to an alleged misinterpretation or alleged misapplication of all or
 any part of this contracted agreement as specified in
 Article II, Section A, Paragraph 1, (a) and if the
 Association is not satisfied with the disposition of
 the grievance at Level 4, the Association may submit
 its grievance to arbitration.
- b. Within ten (10) school days after written notice to the Board of intent to submit said grievance to arbitration, the Board and the Association shall request a list of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association.
- c. The arbitrators decision shall be in writing and shall be submitted to the Board and the Association, and shall be final on both parties.
- d. The cost of the arbitrator shall be shared equally by the Board and the Association.
- 8. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives heretofore referred to in this article.

INDEPENDENCE TOWNSHIP BOARD OF EDUCATION

1984-85 SALARY GUIDE

Yrs. Exp. Step 7/84	Non Degree	B.S.	+15	+30	M.A.	+15	+30
0,1 1	13,244.	14,244.	14,608.	15,049.	15,760.	16,262.	16,562.
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4	14,244.	15,244.	16,652.	17,067.	17,672	17,975.	18,177.
6 4	16,064.	17,064.	17,427.	17,972.	17,577.	18,880.	19,082.
7 5	16,769.	17,769	18,133.	18,577.	19,183.	19,485.	19,787.
, [®]	17,375.	18,375.	18,738.	19,283.	19,889.	20,191.	20,391.
10}7	18,586.	19,586.	19,949.	20,394.	21,000.	21,302	21,602.
11 8	19,291.	20,291.	20,655.	21,100.	21,706.	22,008	22,307.
13 9	20,402.	21,402.	21,765.	22,211.	22,902.	23,219.	23,417.
14 10	21,108.	22,108.	22,471.	23,017.	23,622.	23,924.	24,124.
15 11	21,935.	22,935.	23,298.	23,742.	24,448.	24,752.	24,950.
16 12	24,007.	25,007	25,365.	25,902.	26,499.	26,801.	27,001.

of 15 years service in education and a minimum of 10 years service in Independence Township shall receive the following for longevity: A teacher at the 12th step on the above guide or with a minimum 15-19 years service in education add \$500.00 to their base salary 20-24 years service in education add \$750.00 to their base salary 25-29 years service in education add \$1,000. to their base salary 30 or more years service in education add \$1,500. to their base salary

INDEPENDENCE TOWNSHIP BOARD OF EDUCATION

1985-86 SALARY GUIDE

28,501	27,301.	27,999	27,402.	26,865.	26,507.	25,507.	12	17
26.750	26,552.	26,248.	25,442.	25,098.	24,735.	23,735.	11	16
25,824	25,624.	25,322.	24,617.	24,171.	23,808.	22,808.	10	15 (
25,017	24,719.	24,402.	23,711.	23,365.	22,902.	21,902.	· · · · · · · · · · · · · · · · · · ·	14
23,907	23.608.	23,306.	22,700.	22,355.	21,891.	20,891.	89	ָׁבּ,
23,102	22,802.	22,500.	21,894.	21,449.	21,086.	20,086.	7	117
21,991	21,791.	21,489.	20,783.	20,338.	19,975.	18,975.	o	ه رق
21,287	20,985.	20,683.	20,077.	19,633.	19,269.	18,269.	51	æ
20,582	20,380.	20,077	18,472.	18,927.	18,564.	17,564.	2	7 9
19,377	19,175.	18,872.	18,167.	17,822	16,844.	15,844.	ι ω	51 .
18,562	18,262.	17,860.	17,145.	16,808.	16,344.	15,344.	N	س رح
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salary 15-19 years service in education add \$500.00 to their base salary 20-24 years service in education add \$750.00 to their base salary 25-29 years service in education add \$1,000. to their base salary 30 or more years service in education add \$1,500. to their base

INDEPENDENCE TOWNSHIP BOARD OF EDUCATION

Yrs. Exp. 7/86 Step Non Degree 1986-87 SALARY GUIDE B.S. +15 M.A. +15 +30

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28,400.	26,900.	25,900.	24,900.	23,900.	22,900.	21,900.	21,150.	20,400.		18,900.	18,400.	17,900.
28,800.	20,300.	1 26,300.	25,300.	24,300.	23,300.	22,300.	21,550.	20,800.		19,300.	18,800.	18,300.
18,800. 29,500.	28,000.	27,000.	26,000.	25,000.	24,000.	23,000.	22,250.	21,500.		20,000	19,500.	19,000.
29,800. 30,100	28.300.	27,300.	26,300.	25,300.	24,300.	23,300.	22,550.	21,800.		20,300.	19,800.	19,300.
30,100	28.600	27,600	26,600	25,600	24,600	23,600	22,850	22,100		20,600	20,100	19,600

15 years service in education and a minimum of 10 years service in A teacher at the 12th step on the above guide or with a minimum of Independence Township shall receive the following salary 20-24 years service in education add \$750.00 25-29 years service in education add \$1,000. 30 or more years service in education add \$1,500. to their base 15-19 years service in education add \$500.00 for longevity: to their base salary to their base salary to their base salary

Section B- Custodial Staff Salary Guide

1. The base salary for the school years designated below for the following employees shall be:

<u>84-85</u>	<u>85-86</u>	86-87
Ray Visser - \$15,180 + 500	\$16,317 + 500	\$17,461 + 500
Albert Boatman- \$10,400	\$11,179	\$11,962

2. An employee designated by the board to do light maintenance on school buses shall be compensated at the rate of \$600 per contract year.

Section C - Extra Curricular Activities

If the Board determines that a specific sports program is to be implemented in the District the positions of head coach, assistant coaches, and coach, if appointed, will be compensated according to the following schedule:

SPORTS PROGRAM		HEAD COACH	ASSISTANT COACH
Softball (Boys) 84-85 Softball (Girls) 85-86 Basketball (Boys) 86-87 Basketball (Girls)	i	\$542. 583. 624.	\$434.00 467.00 500.00
Soccer Gymnastics		Coach	
	84-85 85-86 86-87	\$217. \$233. \$249.	

ARTICLE IV

Salary Guide Provisions

Section A - Professional

The Board and the Association agree to the established policies I through II as listed below:

- 1. The salary and placement on the salary guide for the first year of employment in Independence Township is negotiable between the Board and the employee. Up to 4 years of military experience shall be credited.
- The guide applies to all full-time certificated personnel except those holding emergency certificates.
- 3. Graduate credits shall be those credits earned after the awarding of the highest degree held. The credits must also be classified by the college or university when earned as being in the graduate category. All credits not meeting the last mentioned requirements must be approved by the Chief School Administrator for the district and/or the Board of Education.
- 4. A bachelor's degree or master's degree as mentioned in the salary guide must be in the field of education or in a field pertaining to the occupational role held by the individual in our school system.
- 5. Any change in salary schedules through the awarding of a higher degree or earned credits must be applied for in writing prior to November 1 of the school year previous to its being granted.
- 6. At the time of initial employement, if any one past experience year is not a full year, it will be counted as a full year if the total number of months worked in the year equals five or more.
- Past experience credit will not be given for substitute teaching unless it was on a contract basis for five or more months.
- 8. Teachers employed on a ten (10) month contract shall be in twenty (20) equal semi-monthly installments; the installments to be made on the 15th and 30th day of the month employed. When the 15th or 30th of the month falls on a school holiday, vacation or weekend, payment shall be made on the last previous school day.

- 9. Teachers may individually elect to have a set amount of their monthly salary deducted from their pay check and forwarded to Tri-County Teachers Credit Union, Morristown, New Jersey.
- 10. A teacher having served at least 25 years as a member of the certified or professional staff of Independence Township, shall, upon notification of intent to retire from the teaching profession by way of the New Jersey Teachers Pension and Annuity Fund, receive a final year additional grant of \$500. Notification of intent to retire shall be in the form of a letter of resignation with the retirement becoming effective on or before the 30th day of June following.
- 11. Upon retirement from the teaching profession by way of the New Jersey Teachers Pension and Annuity a certificated professional employee who has been employed a minimum of ten (10) years in the Independence Township School District shall be compensated for unused accumulated sick days earned while an employee of the Board. The compensation shall be paid at a rate of ten dollars (\$10.00) per unused day up to June 30, 1984. Beginning July 1, 1984 compensation shall be paid at the rate of \$15.00 per unused sick day. Total compensation for unused sick days shall not exceed \$2000 upon retirement. To qualify for this benefit the employee must submit written notification of the intent to retire, to the chief school administrator for the district on or before December 1 of the school year previous to the school year of retirement.

*Any teacher retiring within the 3 years of this agreement (through 6/30/87) shall receive their total compensation without maximum.

Section B - Custodial Staff

- 1. An employee new to Independence Township shall be initially employed for a sixty (60) day probationary period.
- The initial salary for the first year of employment shall be negotiable between the Board and the employee.
- 3. A "Head Custodian" as defined in Board Policy shall be compensated at a rate of \$500 added to the base salary.
- 4. Custodial longevity in the employ of the Board only, shall be rewarded at the following rate:

Beginning the 20th year - add \$300 to base
Beginning the 25th year - add \$400 to base
Beginning the 30th year - add \$500 to base
Beginning the 35th year - add \$600 to base
All creditable service must be in Independence Township.

- 5. The Board agrees to pay tuition costs for obtaining a Black Seal Boiler License and the fee for annual renewal when the employee is required to possess this type of license. Upon the acquisition of a Black Seal license, when required, the employee shall receive an additional compensation of \$500 which shall, from that time, be considered a part of the employee's base salary.
- 6. Custodial and maintenance personnel employed on a twelve (12) month contract shall be paid in twenty-four (24) semi-monthly installments; the installments to be paid on the 15th and 30th day of the month. When the 15th or 30th day of the month falls on a school holiday or weekend, payment shall be made on the last previous school day.
- 7. Upon retirement from the employment of the Board, by way of the Public Employees Retirement System an employee who has been employed a minimum of ten (10) years in the Independence Township School. District shall be compensated for unused accumulated sick days earned while an employee of the Board. Compensation shall be paid at a rate of ten dollars (\$10.00) per unused day. To qualify for this benefit, the employee shall submit written notification of the intent to retire to the Chief School Administrator for the district on or before December 1 of the school year previous to the school year of retirement.
- 8. The Board agrees to pay a maximum of (1) hour overtime for boiler and building inspection on Saturday, Sunday and holidays from November 1 through March 31 of the contract. For performance of above stated inspection mileage shall be paid at a rate of twenty cents (20¢) per mile from home to school and return to home.
- 9. A custodian having served at least 25 years as a member of the custodial staff of Independence Township, shall, upon notification of intent to retire by way of the New Jersey Public Employees Retirement System, receive a final year additional grant of \$500. Notification of intent to retire shall be in the form of a letter of resignation with the retirement becoming effective on or before the 30th day of June following.
- 10. All custodians shall receive compensation at the rate of time and one half for overtime hours.

ARTICLE V

The Board shall provide a maximum of \$4000 annually to underwrite the cost of the college tuition (only) for the total teaching staff. Reimbursement shall be paid for those college credits successfully earned at a rate not to exceed the current cost per credit established by Rutgers, The State University, when the initial application is made for approval. It is understood that the allocated funds to be distributed on a "first come-first served" basis. "First come" is to be established by the initial submission of the application for approval. Upon exhaustion of the \$4000 maximum allocation for course reimbursement, the Board's obligation to the IEA will have been satisfied for the contract year.

- All courses pertinent to the teaching job currently held by the teacher, including supervisory courses, will be considered for approval for reimbursement. Courses will be approved in hope that the teaching/ learning situation in the classroom will be improved.
- 2. Courses to be taken must have prior written approval of the Administrative Principal for the district.
- Application for approval of courses must be accompanied by a college catalog containing a complete course description.
- 4. To be reimbursed, the teacher must present the following:
 - a. College transcript verifying completion of course.
 - b. Official records from the college verifying the amount of tuition paid.
 - c. Evidence of prior approval by the Principal on the proper form provided.
 - A grade no less than B or its numerical equivalent.
- 5. When all evidence of satisfactory course completion (#4) has been submitted to the Principal, he in turn will present the approved teachers voucher to the Board at the next regular meeting. Reimbursement should be made within thirty (30) calendar days from the date of the Board meeting.

Under no circumstances will there be reimbursement for courses taken to acquire the following:

- 1. A bachelor's degree
- State certification

ARTICLE VI

Insurance

The Board and the Association agree to the following:

A. Health Insurance

- 1. The Board shall provide health care insurance protection. The Board shall pay the single rate for all employees plus the cost of dependent coverage for those electing to choose dependent coverage.
- Employees shall have the Health Benefits for New Jersey, Public and School Employees, as provided by Hospital Service Plan of New Jersey, Medical Surgical Plan of New Jersey, and the Prudential Insurance Company of America, or its equivalent.
- 3. Provisions and descriptions of the health care program shall be provided to each teacher. This shall include the conditions and limits of coverage.

B. Prepaid Prescription Program

- 1. The Board shall provide a prepaid prescription program on a co-pay basis. It is understood that "co-pay" signifies the employee pays the first dollar (\$1.00) per claim submitted. The Board shall pay the single rate for all employees plus the cost of appropriate dependent coverage for those electing to choose dependent coverage.
- 2. Employees shall have the prescription program as provided by the Blue Cross of New Jersey.
- 3. Provisions and descriptions of the program shall be provided to each teacher. This shall include the conditions and limits of coverage.

C. Dental Plan

1. Employee only

ARTICLE VII

Leave Provisions

A. Employees shall receive two (2) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours without submitting a reason. Application to the principal for personal leave shall be made at least two (2) days before taking such leave (except in case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave, other than that he is taking it under the Personal Business Section. One additional day will be granted upon submission of a valid reason and with approval of the principal or his designee.

If either or both of the two (2) personal days (that can be taken without submitting a reason) are not used by the end of the school year, the employee will be reimbursed at the rate of \$30 per day upon completion of a school year. Days are non-cumulative.

- B. Personal business days are not to be granted immediately preceding and/or following a school vacation. When it is necessary for days to be taken immediately preceding or following a school vacation the reason shall be submitted for approval as soon as possible. The only reasons acceptable will be those that in the judgment of the chief school administrator are legitimate.
- C. Sick leave accumulated at a rate of 10 days per school year for ten (10) month employees; at a rate of twelve (12) days per school year for 12 month employees. Annual unused sick leave shall be accumulated and credited toward the next school year.
- D. An allowance of up to five (5) school days shall be granted for death in the immediate family. Immediate family shall be defined as father, mother, spouse, child, brother, sister, father-in-law and mother-in-law.
- E. Custodial Staff Holidays and Vacations
 - 1. The following shall be paid holidays for all custodial employees:

Fourth of July
Labor Day
Columbus Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve (Beginning 12:00 noon)
Mew Year's Day
Good Friday
Memorial Day
Christmas Eve (Beginning 1:15 p. m.)

- 2. When and if the district's schools are closed during the month of February to celebrate Washington and/or Lincoln's birthdates, employees shall not be required to work and these dates shall be considered paid holidays up to a maximum of two (2) days. In the event that schools are in session on these dates, employees shall be required to work and receive a like number of compensatory days. Such days shall be taken within the contract year and shall provide for adequate custodial coverage.
- 3. Employees required to work on any of the above listed holidays shall be compensated at the rate of time and one-half.
- 4. The following shall be the schedule of earned vacation for full time employees:

After completion of one (1) year employement - Two (2) weeks

After completion of five (5) years employment-Three (3) weeks

After completion of fifteen (15) years employment-Four (4) weeks

- 5. Vacation of one(1) week duration or more must be submitted to the Board for approval at a Board meeting at least three (3) weeks prior to the vacation.
- 6. All vacation time must be taken within the school year due and shall be non-accumulative.

ARTICLE VIII

Duty Free Lunch

All teachers shall have a 20 minute duty free lunch period, or time equivalent to that allowed the children they teach, which shall not infringe upon preparation time. However, this shall not negate the Boards right to schedule and assign teachers.

ARTICLE IX

Released Time for Student Activities

- A. The number of specialists employed shall not be reduced during the school year.
- B. The music specialist shall receive one (1) day preparation time prior to Christmas Program, one (1) day preparation time prior to Spring Music Festival and one-half (1/2) day preparation time prior to 8th Grade Graduation. The Board will use best efforts to obtain substitute teachers.
- C. The art specialist shall receive one(1) day preparation time prior to Art Program. The art specialist shall be given a minimum of one-half (½) day to a maximum of one and one-half (1½) days preparation time, as per administrative approval, to prepare scenery and/or customs (costumes) for school program and plays. The Board will use best efforts to obtain substitute teachers.
- D. Written notification for the above released time provisions as stated in sections B and C shall be submitted to the principal a minimum of one (1) week prior to the event.

ARTICLE X

Promotions and Appointments

A. Promotion and Vacancies:

Vacancies or promotional position shall be posted for a minimum of one (1) week before filled. When school is not in session, the Board shall notify the I. E. A. of said vacancies and promotional positions. At the time of posting, the I. E. A. President shall be notified of said vacancies and promotional positions.

B. Coaching Vacancies:

Coaching vacancies shall be posted for a minimum of one (1) week. If there is more than one (1) applicant for a given position, the Board's Recreation and Athletic Committee, upon interview of the candidates, shall make their recommendation for appointment to the full Board of Education. No employee shall be appointed to more than one (1) coaching position if additional equally qualified applicants are available.

C. Home Instruction:

When a disabled student requires home instruction, the teacher in whose classroom the student is enrolled, shall receive first consideration for the tutoring position. If the teacher (classroom) is not assigned the tutoring, the Board shall notify the teacher of the reason for non-appointment. If the teacher refuses said appointment he/she shall indicate the reason for refusal.

Reasons for non-appointment on the Board's part and refusal on the teacher's part, shall be in written form.

In the event that the classroom teacher is not appointed after notification as stated above, he or she shall have no recourse.

ARTICLE XI

Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XII

BOARD'S RIGHTS

The Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to hire, assign, promote and direct employees covered by this agreement, or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this agreement.

DURATION OF AGREEMENT

This Agreement shall become effective as of the 1st day of July, 1984, and shall continue in effect until the 30th day of June, 1987.

This Agreement constitutes the entire understanding of the parties and shall not be modified during its term except by mutual consent of the parties thereto and said modifications shall be in writing and attached hereto and made part hereof.

Neither party is under any obligation during the term of this Agreement to negotiate as to any items covered by this Agreement, any items proposed during the negotiations, and any items which could have been proposed during the negotiations.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its seal placed thereon.

INDEPENDENCE EDUCATION ASSOCIATION	INDEPENDENCE TOWNSHIP BOARD OF EDUCATION
By: Annel E. Thuley President	By: Charles Willickne
President	President
By: Sois M. Spangles, Secretary	By: Mary On Oul
Secretary	Secretary
9/13/84	9/12/84
Date	Date