

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true  
electronic copies of the executed collective negotiations agreement(s).

Name Jean Flynn

Title Business Admin / Bd Sec

**AGREEMENT BETWEEN  
THE BOARD OF EDUCATION  
OF THE  
TOWNSHIP OF WASHINGTON  
WARREN COUNTY, N. J.  
AND THE  
WASHINGTON TOWNSHIP EDUCATION ASSOCIATION**

**JULY 1, 2010 JUNE 30, 2013**

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## AGREEMENT

**AGREEMENT** made this 10<sup>th</sup> day of January, 2011 between **THE BOARD OF EDUCATION OF THE TOWNSHIP OF WASHINGTON**, in the County of Warren, hereinafter referred to as "**employer**", and **THE WASHINGTON TOWNSHIP EDUCATION ASSOCIATION**, hereinafter referred to as "**representative**" for period July 1, 2010 - June 30, 2013.

## PREAMBLE

**WHEREAS**, in accordance with the provisions of the New Jersey Employer-Employee Relations Act L. 1941, c. 100, as amended by L. 1968, c. 303; (N.J.S.A. 34:13A-1 et seq.) the employer and the representative have engaged in collective negotiations concerning the terms and conditions of employment of the teachers in the Washington Township School District; and,

**WHEREAS**, the parties have reached certain understandings which they desire to evidence hereby; **NOW, THEREFORE**, this instrument witnesses the following agreement:

## **ARTICLE I**

### RECOGNITION

A. The employer recognizes the Washington Township Education Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certified personnel.

## **ARTICLE II**

### PART-TIME STAFF

A. Part-time staff shall be defined as those staff members employed for twenty-five (25) hours or less.

B. Staff hired prior to January 1, 2011, on a part-time basis, shall be eligible to receive pro-rated single, husband/wife, parent/child or family coverage for all contract benefits, as allowed by law, contract and insurance company.

Staff hired after January 1, 2011, on a part-time basis, shall be eligible to receive pro-rated single coverage for all contracted benefits, as allowed by law, contract and insurance company.

## **ARTICLE III**

### SALARY SCHEDULE

A. SALARY - Effective July 1, 2010 there shall be a 1.85% increase to the guide; effective July 1, 2011 there shall be a 2.0% increase to the guide; and effective July 1, 2012 there shall be a 2.0% increase to the guide. The increase is based on the agreed upon base of \$3,782,130. The guide shall be mutually developed.

**B SALARY GUIDE PLACEMENT** - Initial discussions as to credit on guide for experience shall be between the applicant and the Superintendent. Upon the determination of what years of credit will be recognized, the new employee shall be placed on the salary guide at a position which matches where a Washington Township teacher would be placed with similar experience credit. For difficult to fill positions (determined by lack of applicants), placement level of new employees shall be at the discretion of the superintendent and board.

**C. SALARY GUIDE** - The salary guide commencing July 1, 2010 and terminating June 30, 2013, applicable to certified personnel in the Washington Township School District, shall be as follows:

1. **MOVEMENT ON GUIDE:** Shall be according to the following table:

Step Base Year 2009-2010	Step Year 1 2010-2011	Step Year 2 2011-2012	Step Year 3 2012-2013
1	2	3	3
2	3	4	4
3	4	5	5
4	5	6	6
5	6	7	7
6	7	8	8
7	8	9	9
8	9	10	10
9	10	11	11
10	11	12	12
11	12	13	13
12	13	14	14
13	14	15	15
14	15	16	16
15	16	17	17

## 2010-2011 – Year 1

Step	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60
1	\$44,475	\$45,775	\$47,075	\$48,375	\$49,675	\$50,975	\$52,275	\$53,575
2	\$45,065	\$46,365	\$47,665	\$48,965	\$50,265	\$51,565	\$52,865	\$54,165
3	\$45,575	\$46,875	\$48,175	\$49,475	\$50,775	\$52,075	\$53,375	\$54,675
4	\$46,085	\$47,385	\$48,685	\$49,985	\$51,285	\$52,585	\$53,885	\$55,185
5	\$46,595	\$47,895	\$49,195	\$50,495	\$51,795	\$53,095	\$54,395	\$55,695
6	\$48,815	\$50,115	\$51,415	\$52,715	\$54,015	\$55,315	\$56,615	\$57,915
7	\$51,075	\$52,375	\$53,675	\$54,975	\$56,275	\$57,575	\$58,875	\$60,175
8	\$53,330	\$54,630	\$55,930	\$57,230	\$58,530	\$59,830	\$61,130	\$62,430
9	\$55,585	\$56,885	\$58,185	\$59,485	\$60,785	\$62,085	\$63,385	\$64,685
10	\$57,845	\$59,145	\$60,445	\$61,745	\$63,045	\$64,345	\$65,645	\$66,945
11	\$60,100	\$61,400	\$62,700	\$64,000	\$65,300	\$66,600	\$67,900	\$69,200
12	\$62,360	\$63,660	\$64,960	\$66,260	\$67,560	\$68,860	\$70,160	\$71,460
13	\$64,615	\$65,915	\$67,215	\$68,515	\$69,815	\$71,115	\$72,415	\$73,715
14	\$66,875	\$68,175	\$69,475	\$70,775	\$72,075	\$73,375	\$74,675	\$75,975
15	\$69,130	\$70,430	\$71,730	\$73,030	\$74,330	\$75,630	\$76,930	\$78,230
16	\$71,390	\$72,690	\$73,990	\$75,290	\$76,590	\$77,890	\$79,190	\$80,490

**2011-2012 – Year 2**

Step	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60
1	\$44,865	\$46,165	\$47,465	\$48,765	\$50,065	\$51,365	\$52,665	\$53,965
2	\$45,395	\$46,695	\$47,995	\$49,295	\$50,595	\$51,895	\$53,195	\$54,495
3	\$45,995	\$47,295	\$48,595	\$49,895	\$51,195	\$52,495	\$53,795	\$55,095
4	\$46,515	\$47,815	\$49,115	\$50,415	\$51,715	\$53,015	\$54,315	\$55,615
5	\$47,035	\$48,335	\$49,635	\$50,935	\$52,235	\$53,535	\$54,835	\$56,135
6	\$47,555	\$48,855	\$50,155	\$51,455	\$52,755	\$54,055	\$55,355	\$56,655
7	\$49,825	\$51,125	\$52,425	\$53,725	\$55,025	\$56,325	\$57,625	\$58,925
8	\$52,125	\$53,425	\$54,725	\$56,025	\$57,325	\$58,625	\$59,925	\$61,225
9	\$54,430	\$55,730	\$57,030	\$58,330	\$59,630	\$60,930	\$62,230	\$63,530
10	\$56,735	\$58,035	\$59,335	\$60,635	\$61,935	\$63,235	\$64,535	\$65,835
11	\$59,040	\$60,340	\$61,640	\$62,940	\$64,240	\$65,540	\$66,840	\$68,140
12	\$61,340	\$62,640	\$63,940	\$65,240	\$66,540	\$67,840	\$69,140	\$70,440
13	\$63,645	\$64,945	\$66,245	\$67,545	\$68,845	\$70,145	\$71,445	\$72,745
14	\$65,950	\$67,250	\$68,550	\$69,850	\$71,150	\$72,450	\$73,750	\$75,050
15	\$68,255	\$69,555	\$70,855	\$72,155	\$73,455	\$74,755	\$76,055	\$77,355
16	\$70,555	\$71,855	\$73,155	\$74,455	\$75,755	\$77,055	\$78,355	\$79,655
17	\$72,860	\$74,160	\$75,460	\$76,760	\$78,060	\$79,360	\$80,660	\$81,960

**2012-2013 – Year 3**

Step	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60
1	\$45,790	\$47,090	\$48,390	\$49,690	\$50,990	\$52,290	\$53,590	\$54,890
2	\$46,330	\$47,630	\$48,930	\$50,230	\$51,530	\$52,830	\$54,130	\$55,430
3	\$46,945	\$48,245	\$49,545	\$50,845	\$52,145	\$53,445	\$54,745	\$56,045
4	\$47,475	\$48,775	\$50,075	\$51,375	\$52,675	\$53,975	\$55,275	\$56,575
5	\$48,005	\$49,305	\$50,605	\$51,905	\$53,205	\$54,505	\$55,805	\$57,105
6	\$48,535	\$49,835	\$51,135	\$52,435	\$53,735	\$55,035	\$56,335	\$57,635
7	\$50,850	\$52,150	\$53,450	\$54,750	\$56,050	\$57,350	\$58,650	\$59,950
8	\$53,200	\$54,500	\$55,800	\$57,100	\$58,400	\$59,700	\$61,000	\$62,300
9	\$55,550	\$56,850	\$58,150	\$59,450	\$60,750	\$62,050	\$63,350	\$64,650
10	\$57,905	\$59,205	\$60,505	\$61,805	\$63,105	\$64,405	\$65,705	\$67,005
11	\$60,255	\$61,555	\$62,855	\$64,155	\$65,455	\$66,755	\$68,055	\$69,355
12	\$62,605	\$63,905	\$65,205	\$66,505	\$67,805	\$69,105	\$70,405	\$71,705
13	\$64,955	\$66,255	\$67,555	\$68,855	\$70,155	\$71,455	\$72,755	\$74,055
14	\$67,310	\$68,610	\$69,910	\$71,210	\$72,510	\$73,810	\$75,110	\$76,410
15	\$69,660	\$70,960	\$72,260	\$73,560	\$74,860	\$76,160	\$77,460	\$78,760
16	\$72,010	\$73,310	\$74,610	\$75,910	\$77,210	\$78,510	\$79,810	\$81,110
17	\$74,360	\$75,660	\$76,960	\$78,260	\$79,560	\$80,860	\$82,160	\$83,460



<b>D. <u>LONGEVITY</u> -</b>	
2010-2011 Service in this District of 15 – 19 years	\$ 800./ yr.
2011-2012 Service in this District of 16 – 19 years	\$ 800./ yr.
2012-2013 Service in this District of 17 – 19 years	\$ 800./ yr.
Service in this District of 20 – 24 years	\$1,400. / yr.
Service in this District of 25 – 29 years	\$1,900. / yr.
Service in this District of 30 + years	\$2,400. / yr.

Longevity payments are not cumulative.

**E. CHANGE IN PREPARATION CLASSIFICATION –**

Changes in preparation classification will be as follows:

1. The certified staff member concerned shall present written notice of any anticipated change in preparation classification by the first of November preceding the expected change in classification.
2. Additional credits or degrees acquired within a school year will not become effective for additional salary increments until the following school year.
3. Official college certification of the conferring of a degree or official transcripts of course credits shall be presented as proof of a change in classification.

**F. WITHHOLDING OF SALARY INCREMENTS –**

Procedures for withholding of salary increments will be as specified in 18A:29-14. There is a current copy of 18A in the board office and in the possession of the WTEA President.

18A:29-14. Withholding increments; causes; notice of appeals. Any 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 recorded roll call majority vote of the full membership of the board of education. It shall be the duty of the board of education, within 10 days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. The commissioner shall consider such appeal and shall either affirm the actions of the board of education or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals. It shall not be mandatory upon the board of education to pay any such denied increment in any future year as an adjustment increment.

Amended. L. 1968, c. 295, 13

## **G. REIMBURSEMENTS AND COMPENSATIONS**

1. **COURSE REIMBURSEMENT** - The Board will support appropriate graduate and undergraduate college training for permanent certified personnel to the extent of paying the highest in-state NJ State College rate. This benefit does not extend to personnel hired to fill a leave of absence.

If the Superintendent approves a course to be taken through East Stroudsburg University, reimbursement shall be made at the East Stroudsburg University rate.

The credit limit shall be twelve (12) credits per year for each tenured certified staff member, three (3) credits per year for each non-tenured certified staff member in their first year of employment, and six (6) credits per year for each non-tenured certified staff member in each of their second and third years of employment.

Payment, by the Board, shall not exceed the per credit cost paid by the certified staff member.

The maximum expenditure for the 2010 -- 2013 school years shall be limited to and capped at \$65,000. During the 2012 -- 2013 school year no monies shall be paid to any certified personnel taking courses hereunder, until, at the latest, the end of the school year, at which time whatever monies are available would be distributed on a pro-rated per credit basis among all who have taken courses. (In the 2012 -- 2013 year, the Administration, Board, and Association may review and mutually agree to distribute these monies at an earlier date.) If a course begins prior to July 1<sup>st</sup> of any given year, payment will be made at the successful completion of the course, providing the maximum contracted amount has not been exceeded, and providing it is not the last year of the contract.

It is recognized that such distribution may result in certified staff members receiving less per credit than the New Jersey/East Stroudsburg University rate.

The Board reserves the right to approve a change in the salary of a certified staff member who meets the following standards for advanced studies:

1. Courses must have been offered by an accredited institution of higher education, except as this requirement is waived by the Superintendent.
2. Courses must contribute to the member's performance in this school district. Any courses taken should apply to a job description within the district in the field of education.
3. Course registration must be approved in advance by the Superintendent.
4. Courses must have been taken after the award of the last earned degree credited on the guide.
5. Course credit will be given on the salary guide only for the successful completion of

the course, which may be demonstrated by an earned grade of "B" or better on a transcript submitted directly to the Superintendent by the institution in which the course was taken.

6. A change in salary guide placement will be made at the beginning of the school year following the successful completion of the course of study.
7. Summer course reimbursement will be paid only if the employee returns to work the following school year. If an employee does not return to work in September, only courses completed before June 30<sup>th</sup> of that year will be reimbursed.
8. Up to 12 credits will be reimbursed per year running from July 1<sup>st</sup> to June 30<sup>th</sup>.
9. Employees must remain in the District for one (1) school year after successfully completing coursework or shall be required to reimburse the District for all funds received during the last twelve (12) months of course reimbursement. An employee whose contract is not renewed will not be responsible to reimburse the District for completed coursework.

## **2. AFTER SCHOOL ACTIVITIES**

After school clubs and activities that are approved by the Board shall be paid at the rate of \$900.00 for up to 36 hours. Activities compensated on an hourly rate shall be paid at \$25.00 per hour. Payment to be made upon receipt of voucher. Vouchers to cover a minimum period of one (1) month.

Also included are up to four (4) after school homework assistants, two (2) at Brass Castle and two (2) at Port Colden. A maximum of four (4) hours per week per school will be scheduled with approval by the Superintendent. Homework Assistance Group teachers will be compensated at an hourly rate of \$30.

The stipend for Family Math / Family Science Coordinators, shall be paid at the rate of \$500 per teacher, per session, not to exceed \$2,000 per year.

## **3. NJEA CONVENTION**

Certified staff members attending the New Jersey Education Association convention shall receive up to \$50 for the purchase of instructional materials, payment subject to approval by the school Superintendent.

## **4. TUTORING/HOME INSTRUCTION**

Certified staff members shall be further compensated for tutoring and home instruction given by them at a rate of \$25 per hour. For every five hours (5) of teaching the

same student one hour (1) of preparation time will be paid.

#### **5. MILEAGE**

Staff members directed and approved by the administration to travel between schools shall be reimbursed at the mileage rate set by the NJ Office of Management and Budget (OMB). In the event OMB or state regulation is abolished, reimbursement shall be set at the allowable Federal IRS rate.

#### **6. UNUSED SICK DAYS / RETIREMENT**

2010-2013 School Years - \$40 per unused sick day up to a maximum of 150 unused sick days upon retirement with a minimum of 20 years of service in the district. For the purpose of budgeting un-used sick day reimbursement, an employee must notify the Superintendent, in writing, of his or her intention to retire, no later than December 1<sup>st</sup>, of the school year in which he or she intends to retire. The letter of intent is non-binding but should be submitted in good faith. Failure to meet this requirement may result in the delay of one year of the aforementioned reimbursement.

#### **7. 6<sup>th</sup> GRADE ENVIRONMENTAL TRIP STIPEND**

The stipend shall be as follows for the trip each year:

- A. 6<sup>th</sup> Grade Environmental Trip Coordinator - \$400 per trip to coordinate the trip plus \$175 to participate in the trip for a total of \$575.
- B. 6<sup>th</sup> Grade Environmental Trip Teachers/Staff - \$175 per trip.

The \$175 trip stipend shall be paid for participation in the full duration of the trip. Any adjustments of time for less than the entire trip may result in a reduction to the stipend amount. Any such reduction will be decided between the administration and the participant.

#### **8. CURRICULUM WORK**

Remuneration for curriculum work performed at time beyond the work day or beyond the regular school year, shall be \$25 per hour per participant for the duration of the contract.

## ARTICLE IV

### SALARY PAYMENT PROCEDURE

A. Certified personnel that are employed on a ten month basis shall be paid in twenty-two (22) equal gross pay installments.

B. Certified staff members may individually elect to have a percentage of their monthly salary deducted from their pay and deposited within three (3) days after each pay by the Board Secretary to the Tri-County Credit Union. These funds shall be paid on agreement between the Credit Union and certified staff members or upon death or termination of employment if earlier.

C. Certified staff members shall receive payment on a bi-weekly basis beginning on the first Friday after Labor Day. When a pay day falls on or during a school holiday, vacation or weekend, certified staff members shall receive their pay checks on the last previous working day.

D. Certified staff members shall receive their 22nd pay check of the school year on the last working day provided they have satisfactorily discharged their responsibilities, as determined by the administration.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Definitions

Any individual member or members of the staff shall have the right to appeal the application of policies and administrative decisions affecting the terms and conditions of employment. With respect to a personal grievance, the grievant, grievants, and his/her representatives and the Washington Township Education Association shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal.

#### B. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days are business days when school is in session.

### **Level One**

Any employee who has a grievance shall identify it as such within 30 days of the grievable occurrence and discuss it with the immediate superior in an attempt to resolve the matter informally at that level. The employee has the right to be represented at any level. Within 10 days of the presentation of the oral grievance, the immediate superior shall give his/her verbal response.

### **Level Two**

If, as a result of the Level One decision, the matter is not resolved to the satisfaction of the employee, within 10 days of receipt of the verbal response, he/she shall set forth his/her grievance in writing to the Superintendent of Schools, who shall communicate his/her decision to the employee in writing within 10 days of receipt of the written grievance.

### **Level Three**

If the grievance is not resolved to the employee's satisfaction, he/she may, within 10 days of receipt of written response from his/her superior, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education for appropriate action. The Board shall acknowledge receipt within 5 days, schedule a hearing to be held with the aggrieved employee within 20 days, and render a decision in writing within 20 days of the hearing.

### **Level Four**

The final step shall culminate with advisory arbitration. The parties shall mutually agree upon the selection of an arbitrator, whose fees and expenses shall be borne equally by and between the parties. If agreement of an arbitrator can't be achieved, application shall be made to the Public Employment Relations Commission for the submission of a panel from which the selection shall be made.

## **ARTICLE VI**

### **HEALTH BENEFITS PROGRAM**

#### **A. Health Care Insurance**

The employer shall provide the health-care insurance protection hereinafter set forth. The employer shall pay the full premium for individual coverage and full family coverage for all employees, as requested in accordance with the regulations of the benefits provider. Insurance premiums (hospitalization, physician, and major medical) are paid by the Board of Education. However, each year, as mandated by the state (S-3), all employees shall contribute 1.5 percent of their annual salary to defer the cost of health benefits.

1. The existing health insurance coverage is provided through Horizon Blue Cross / Blue Shield of New Jersey.
2. Certified staff will be provided medical and prescription coverage under the Horizon Blue Cross/ Blue Shield of NJ Direct Access Plan and family dental coverage. If a staff member wishes to elect the Horizon Blue Cross/ Blue Shield of NJ Traditional Plan, he/she may pay the premium difference between the Direct Access Plan and the Traditional Plan. Payments will be based on yearly premiums and paid in equal payments in each paycheck. Payments can be paid from pre-tax dollars.
3. For each certified staff member who remains in the employ of the employer for the full school year, the employer shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1<sup>st</sup>, and ending August 31<sup>st</sup>. When necessary, payment of premiums in behalf of the certified staff member shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
4. The employer shall provide to a newly hired certified staff member a description of the health-care insurance coverage provided under this ARTICLE, as soon as available, which shall include a clear description of conditions and limits of coverage listed.
5. The Insurance Carrier to be determined by the Board after discussion with the Washington Township Education Association. The final decision as to selection of carrier will be the Board's prerogative after extending consideration to the suggestions and comments made by the Washington Township Education Association. The coverage benefits of any new carrier must be equal to or superior to coverage and benefits of the current plan.
6. An employee may elect to waive health care. In this case, the employee will be paid in lieu of benefits at the following rates:

	Medical	Prescription	Dental
Single	\$1,675	\$560	\$250
Parent/Child	\$2,475	\$750	\$340
Husband/ Wife	\$3,695	\$1,315	\$340
Family	\$4,300	\$1,390	\$590

Such payments will be made on June 30<sup>th</sup> of each year.

7. Employees who have waived coverage and elected to receive payment in-lieu-of benefits may reverse his/her decision and receive medical and or dental insurance coverage under the plans provided in this ARTICLE. This may be done during an open enrollment period or if certain criteria set by the carrier have been met.
8. The Board will notify employees annually of cut-off dates for insurance opt-out and open enrollment.

#### **B. Dental/Prescription Drug Plans**

##### **1. Dental**

The Board of Education shall provide a dental health insurance program that continues the existing coverage as provided to each unit member through Delta Dental Plan of New Jersey, Contract # 7245-001. Each employee will pay \$100.00 toward the annual cost of his/her dental coverage. This will be accomplished through payroll deductions. The board will pay the remainder of the premium.

##### **2. Prescription Plan**

The Board of Education shall provide a \$12 brand/\$5 generic/1x mail. co-pay prescription drug program to maintain the level of coverage now in existence as provided for each unit member by the Horizon Blue Cross / Blue Shield of New Jersey.

### **ARTICLE VII**

#### **DEDUCTIONS**

A. The employer agrees to deduct from the salaries of its certified personnel dues for the Washington Township Education Association, the New Jersey Education Association, the National Education Association, or any one or combination of such Associations. Deductions to be made under the Agency Shop Clause will follow the adopted rules, regulations and policies of the Washington Township Education Association and New Jersey Education Association.

B. The NJEA shall certify to the employer in writing, before September 1st of the current school year, the current rate of membership dues of each of the above named associations.

C. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.



ARTICLE VIII

**CERTIFIED STAFF/SCHOOL CALENDAR**

A. **Days** - It has been agreed that the teachers' calendar shall consist of 184 days as follows:

1. **180 instructional days for pupils**

- a. 175 regular days
- b. Four (4) early dismissal days for students and staff -- before 3 holidays (Thanksgiving, Winter Break and Spring Break) and the last day of school.
- c. One (1) early dismissal day for students only -- the day before the last day of school (regular day for teachers).
- d. Early dismissal days for students on Parent/Teacher Conference days.

2. **Before the first day for students**

- a. 1 staff day before start of school year.
- b. 2 staff days before the start of school year for new hires.

3. **Staff Development/Staff Articulation**

- a. 3 additional Staff Development Days for certified personnel.

B. **Hours** -- The teachers' hours will be as follows:

1. Regular days

Tuesday -- Thursday	7 hours & 15 minutes
Monday & Friday	6 hours & 55 minutes

On Tuesday, Wednesday & Thursday, teachers are expected to arrive 35 minutes before the start of the student day and may leave 5 minutes after the students leave, every day, providing any remaining students are supervised. The additional 15 minutes on Tuesday through Thursday shall not count toward non-pupil contact time.

C. **Instructional Time**

- 1. Certified staff members will be scheduled such that each full time employee will receive a minimum of 300 minutes of non-pupil contact time per week. The 150 minutes of duty free lunch shall be included as part of the 300 minutes. Time intervals less than fifteen (15) minutes will not be counted toward the 300 minutes. Staff members who are close to 300 minutes have the option to meet

with the administration to adjust their schedule. Administration will make a good faith attempt to improve the schedule. Every effort will be made so that people close to 300 minutes will not be assigned duties.

2. The Board shall have the ability to change the start time for each school resulting in a staggered start time for each school. This provision applies to the school as a whole and not any individual teacher.

D. **Meetings** – Certified staff members may be required to attend a maximum of 15 faculty meetings as determined and scheduled by the administration without additional compensation. The same day of each week shall be reserved for faculty meetings. The set day will be determined at the beginning of each school year by the building principal. The administration will make every effort to not schedule more than two meetings in one month. Faculty meeting times and dates shall be set in cooperation with the building principal and the staff required to attend the meeting. Meetings shall be conducted so as to terminate no later than 4:00 p.m. at Brass Castle and 4:15 at Port Colden or not begin prior to 8:10 a.m. at Brass Castle and 8:25 a.m. at Port Colden.

## ARTICLE IX

### **RIGHTS - BOARDS/EMPLOYEE**

#### **Board's Rights -**

A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right subject only to the limitations imposed by the language of this Agreement. In accordance with applicable laws and regulations pertaining to the following:

1. To direct employees of the school district;
2. To hire, promote, transfer, assign, and retain employees in positions in the school district, and for causes stipulated by law or in this Agreement, to suspend, to demote, discharge, or take other disciplinary action against employees;
3. To relieve employees from duty because of reduction in force or for other reasons as determined by law;
4. To maintain the efficiency of the school district operations entrusted to them;
5. To determine the methods, means and personnel by which such operations are

to be conducted; and

6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

## **Employee Rights -**

### **A. Rights and Protection in Representation**

Pursuant to Chapter 123 Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions or employment.

### **B. Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

### **C. Just Cause Provision**

No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

### **D. Required Meetings or Hearings**

Whenever any teacher is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior

written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

**E. Association Identification**

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins or other identification shall be in good taste. This privilege would not extend to the wearing of negotiations-related buttons in the classroom that may be disruptive to the educational program.

**ARTICLE X**

**MISCELLANEOUS PROVISIONS**

**OTHER ITEMS**

A. In the event the Appellate Division of the Superior Court of the State of New Jersey or the Supreme Court of the State of New Jersey shall, during the term of this Agreement, determine that other items constitute terms and conditions of employment, the employer shall engage in collective negotiations with the representative concerning same.

B. 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 be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**C. BOARD POLICIES**

It is understood that the current Board policy provisions shall apply whenever applicable.

**D. SICK LEAVE** – as per 18A

a. Absences for personal illness shall be allowed with full pay for a total of ten (10) school days in any school year. The unused number of such days shall be accumulated without limit, and can be used for additional sick leave as needed in subsequent years.

b. Absences on sick leave shall be charged first to the ten (10) days allowance for the current year until it has been fully exhausted, and thereafter charged to the accumulated credit to the extent that such credit is available.

c. In addition to the above, the Board may allow, upon individual consideration and

approval, additional absences with full pay for reasons of extended illness as per N.J.S.A. 18A:30-6 and 30-7.

**E. PERSONAL DAYS**

- a. Three (3) personal days per year will be granted with three (3) days advance notice. Two (2) personal days may be carried over into the following school year for a maximum of five (5) days in any one year. Exceptions may be made, by the Superintendent, regarding this three (3) day advanced notice in cases of extraordinary circumstance. The granting or not granting of a waiver shall not be grievable.
- b. A maximum of fifteen percent (15%) of the staff will be approved to use personal days at any one time. The Superintendent may approve use above the fifteen (15%) for special situations. Every effort should be made to not schedule days during standardized testing days, or adjacent to vacation/holidays.
- c. Personal days are not to be used or scheduled during Parent Conference days. Up to five percent (5%) of the staff may take a personal day on in-service days or state testing days with a reason given. The administration shall have the discretion to waive such rule under special situations. The granting or not granting of a waiver shall not be grievable. Personal days may be used for religious holidays or up to two (2) days without pay per year may be taken to observe religious holidays.
- d. Staff members that have not used personal days within a given year will be compensated for each unused day at the district's beginning level substitute rate or days may be converted to sick days.

F. **EVALUATIONS** - Certified personnel have the right to add comments to evaluations.

G. **REDUCTION IN FORCE** - Reduction in force for tenured certified staff shall be in accord with the law.

**H. BEREAVEMENT –**

In the event of a death of a member of the employee's family or friend, such employee will be excused without loss of pay for a period not to exceed the number of days listed on the table below. The allowed days will begin the day the employee leaves. Such leave will not be cumulative and will exclude Saturday, Sunday, and school holidays. If bereavement days are not taken immediately after the death, the superintendent must be advised within 10 days as to other arrangements for the use of the bereavement days. The Board and Association acknowledge and agree that there

may be extenuating circumstances requiring bereavement leave in excess of the number of days set forth herein. In such a case, the employee may request from the Superintendent permission to take additional days without pay. The consent of the Superintendent will not be unreasonably withheld.

Spouse, Parent, Parent-in-Law, Brother/Sister, Child, Grandchild, person living in employee's home for an extended period	Not to exceed five (5) days
Brother-in-Law/ Sister-in-Law, Son-in -Law/ Daughter-in-Law, Grandparent	Not to exceed three (3) days
Grandparent-in-Law, Aunt, Uncle, First Cousin, Niece, Nephew	Not to exceed two (2) days
Friend or other relative (up to 2 per year)	Not to exceed one day (up to 2 occasions/yr.)

**I. PROFESSIONAL DEVELOPMENT -**

**1. Training Expenses –**

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

**2. In-service, Workshops, Conferences and Programs –**

In any given year, the Board may provide a portion of in-service professional development experiences that will assist the teacher in attaining the required 100 hours of continuing education. When possible, in-service programs shall be conducted during the teacher workday and work year when teacher attendance is required.

**3. Attendance at other programs –**

- a. All programs conducted by the district administration outside the teacher workday, work year, or during the summer shall be voluntary and shall be compensated at the rate of \$25 per hour.

b. Highly subscribed, multi-day summer workshops shall be compensated at a rate to be mutually and fairly determined.

c. Teachers shall have the right to voluntarily attend, without compensation, Professional Development activities other than those included in the district in-service program in order to meet the 100-hour requirement. Attendance at such programs must be pre-approved by the Principal and Superintendent.

No denial of such a request shall be arbitrary or capricious.

4. **Travel Time** –

Travel time outside of the school day to and from Professional Development Activities required by the Board or administration beyond 60 miles from the employee's home or workplace, whichever is closer to the training, shall be compensated \$25.

J. **MATERNITY/CHILDCARE/FAMILY LEAVE** -

1. **Maternity Leave** - Shall be in accord with New Jersey State and Federal statutes. Sick days may be taken for 20 working days before the due date and 20 days after the birth of the child. If the employee is physically able to return to work, as per doctor's release, after 20 working days, but chooses not to return at this time, the employee must apply for childcare leave.

2. **Childcare Leave** - The Board will grant one (1) year of childcare leave without pay or benefits. Additional time, up to a total of two (2) years, without pay or benefits may be granted with the recommendation of the Superintendent and approval of the Board.

3. **Family Leave** - Shall be granted in accord with New Jersey State and Federal Statutes and shall run concurrently with childcare leave.

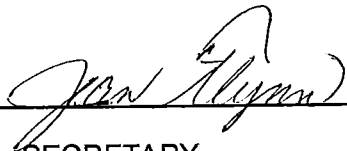
K. **LENGTH OF AGREEMENT** - This Agreement shall be effective upon ratification by the WTEA and approval of the Board of Education for the period from July 1, 2010 (retroactively) through June 30, 2013.

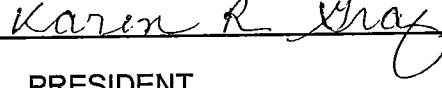
L. FILING OF AGREEMENT - A copy of this Agreement shall be filed with the New Jersey Public Employment Relations Commission as required by N.J.S.A. 34:13A-8.2.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:


BOARD OF EDUCATION OF THE TOWNSHIP  
OF WASHINGTON, WARREN COUNTY, N.J.

  
\_\_\_\_\_  
SECRETARY


BY   
\_\_\_\_\_  
PRESIDENT

ATTEST:

WASHINGTON TOWNSHIP EDUCATION  
ASSOCIATION

  
\_\_\_\_\_  
SECRETARY

BY   
\_\_\_\_\_  
CO-PRESIDENT

BY   
\_\_\_\_\_  
CO-PRESIDENT