

AGREEMENT

Between the

***Board of Education of Waterford Township
The County of Camden***

And the

***Waterford Township Education Association
Certified Staff Contract-***

2014-2017

TABLE OF CONTENTS

PREAMBLE		3
I.	RECOGNITION	3
II.	NEGOTIATION OF SUCCESSOR AGREEMENT	3
III.	GRIEVANCE PROCEDURE	3
	A. DEFINITIONS	3
	B. PURPOSE	3
	C. PROCEDURE	4
	D. GROUP GRIEVANCE	6
	E. SEPARATE GRIEVANCE FILE	6
IV.	TEACHER RIGHTS	6
V.	ASSOCIATION RIGHTS	7
VI.	TEACHERS' SIGN-IN PROCEDURE	7
VII.	SICK LEAVE	7
VIII.	TEMPORARY LEAVES OF ABSENCE	8
IX.	EXTENDED LEAVES OF ABSENCE	8
X.	NON-TEACHING DUTIES	10
	A. INTENT	10
	B. APPLICATION	10
XI.	TEACHER EMPLOYMENT	10
XII.	TEACHER EVALUATIONS	11
XIII.	LETTER OF INTENT	11
XIV.	FACULTY COUNCIL	11
XV.	PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	12
XVI.	PROTECTION OF TEACHERS AND PROPERTY	12
XVII.	PERSONAL FREEDOM	12
XVIII.	TEACHER FACILITIES	13
XIX.	TEACHER WORK YEAR	13
XX.	TEACHER AND STUDENT DAY	13
XXI.	MISCELLANEOUS PROVISIONS	14
XXII.	AGENCY FEE	14
XXIII.	INSURANCE PROTECTION	15
XXIV.	MANAGEMENT RIGHTS	16
XXV.	PROCEDURE FOR WITHHOLDING INCREMENTS	16
XXVI.	WORK CONTINUITY	16
XXVII.	PAYMENT OPTION	16
XXVIII.	FULLY BARGAINED and DURATION of AGREEMENT	17
	SALARY GUIDE	18-20

PREAMBLE

THIS AGREEMENT entered into this 1st day of July 1, 2014, by and between the Board of Education of Waterford Township hereinafter called the "Board" and the Waterford Township Education Association, hereinafter called the "Association".

I. RECOGNITION

- A. The Board hereby recognized the Association as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all professionally certified personnel employed by the Board, including teachers, nurses, child study team (L.D.T.C, school psychologist, social worker, speech/language specialist, and counselors).

But excluding: administrative executive personnel, office and clerical personnel, maintenance and operating employee, non-professional personnel, janitors, library clerks, bus drivers, cafeteria personnel, substitute teachers, summer personnel, if any.

- B. Unless otherwise indicated the term, "Teacher" when used hereinafter in this agreement, shall refer to all certified educational employees represented by the Association in the negotiating unit as defined above.

II. NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with N.J.S.A. 34:13A-1, etseq., in good faith effort to reach an agreement on all matters concerning the terms and conditions of teachers employment. Such negotiations shall begin accordingly to established and published P.E.R.C. guidelines.

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

III. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. "Grievance" - a "grievance" is a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement negatively affecting a teacher or group of teachers regarding the terms and conditions of employment.
2. "Aggrieved Person" - an aggrieved person" is the person(s) making the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. All meetings and hearings under this procedure, shall not be conducted in public and shall include only such parties and interests and their designated or selected representatives, heretofore referred to in this Article, unless otherwise noted by the parties concerned.

C. PROCEDURE

1. A grievance to be considered under this procedure must be initiated in writing within twelve (12) school days from the time when the grievant knew or should have known of its occurrence. A school day shall be defined as any day in which school is in session for a four (4) hour period.
 - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to initiate or appeal, as the case may be, a grievance to the next step within the specified time limits shall be deemed a waiver of further appeal of the decision.
 - b. It is understood that any aggrieved person shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and affect thereof shall have been fully determined.
 - c. Time Limits - 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.
 - (1) In the event one of the parties is on an excused absence, the time limits may be extended by mutual consent.
2. Any person who has a problem which could result in a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally at that level. If the matter cannot be resolved informally, the aggrieved may file a formal written grievance with the immediate supervisor. The immediate supervisor shall give his decision in writing within seven (7) school days of receipt of the written grievance.
3. The aggrieved person, no later than (7) school days after receipt of the decision of his immediate supervisor may appeal the decision to the Chief Administrator of Schools. The appeal to the Chief Administrator must be made in writing specifying:
 - a. The nature of the grievance.
 - b. The nature and extent of the injury, loss, or inconvenience.
 - c. The results of the previous discussions.
 - d. That portion of the immediate supervisor's decision that the grievant disputes.
 - e. Remedy sought.

The Chief Administrator shall attempt to resolve the matter as quickly as possible, but within a period not in excess of seven (7) school days from the receipt of the appeal. The Chief Administrator shall communicate his decision in writing to the aggrieved person, to the Association, and the immediate supervisor.

4. If the grievance is not resolved to the aggrieved person's satisfaction, he, no later than (5) school days after receipt of the Chief Administrator's decision, may request a review by the Board. The request shall be submitted in writing through the Chief Administrator of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the aggrieved person and render a decision in writing and forward copies thereof to the grievant and to the Association within ten (10) school days of the receipt of the appeal or, if a hearing is granted, within (10) school days of the date of the hearing. The referred to hearing, if granted, shall be held

within twenty (20) school days after the receipt of the appeal notice. In the event that the time periods are interrupted by a vacation period, school days shall mean calendar days, exclusive of Saturdays, Sundays, and holidays.

5. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved person and he wishes review by a third party, and if the Association determined that the matter should be reviewed further, it shall advise the Board through the Chief Administrator within fifteen (15) school days of receipt of the Board's decision, and the Association shall submit the grievance to arbitration within fifteen school days thereafter. However, the Board's decision shall be final and binding on the grievances concerning:
 - a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any, rule or regulation of State Commissioner of Education, or
 - b. A complaint of a non-tenure teacher which arises by reason of his not being re-employed, or
 - c. A complaint by any certificated personnel occasioned by appointment to retention in or lack of retention in, any position for which tenure either is not possible or not required, or
 - d. Any matter which, according to law, is either beyond the scope of the Board authority or limited to unilateral action by the Board alone.

6. Securing services of an arbitrator:
 - a. The following procedure shall be used to secure the services of an arbitrator:
 - (1) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - 2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the American Arbitration Association to submit a second roster of names.
 - (3) If the parties are unable to determine within fifteen (15) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the American Arbitration may be requested by either party to designate an arbitrator.

 - b. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, not subtract anything from the Agreement between the parties. The recommendations of the arbitrator shall be binding. In the event the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected.

 - c. Right of teachers to representation:
 - (1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by the Association or by a representative selected or approved by the Association.

7. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same. Any necessary document not previously supplied, it will be provided at cost per board policy.

D. GROUP GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at this point as long as the immediate supervisor does not have authority to act on the grievance. A group grievance shall be filed within twelve (12) school days, and the Supervisor/Superintendent shall have seven (7) school days within which to respond.

E. SEPARATE GRIEVANCE FILE

All documents, communications, and records dealing with the processing of a grievance, shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

IV. TEACHER RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, and as hereinafter amended, 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.

B. Any criticism by a supervisor or administrator of a teacher and/or their instructional methodology shall be made in confidence and not in the presence of students, parents, the public, or colleagues except during Faculty Council meetings or teacher/administrator meetings, called to discuss such matters in which a colleague appears to represent or support the teacher at the teacher's request.

C. Whenever any teacher is requested to appear before an administrator, his designee, Board, any committee of the Board, or any member thereof, concerning any matter which could adversely affect the continuation of the teacher's position, the said teacher shall be entitled to have a representative of the Association present during such proceedings.

D. No teacher shall be discharged, disciplined, reduced in rank or compensation, or deprived of any professional advantage, without just-cause.

E. Any complaints regarding a teacher made to any member of the Administration and/or the Board of Education by any parent, student or other person may, if made in writing, be promptly investigated by the Administration and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint. The complainant shall be identified to the teacher. If the complaint is verbal, the person making the complaint will be referred to the teacher for a teacher-parent conference. In the event of either a written or verbal complaint, the Administrator may schedule a conference involving parent, teacher and Administrator in order to resolve said complaint.

F. The Board shall establish one official personnel file for each teacher, the location of which shall be in the office of the Chief School Administrator (the parties recognize that the business office maintains a file regarding payroll and benefit materials).

1. Teachers shall have the right, upon request, to review the contents of their personnel file. If there is any material in the personnel file which the teacher believes to be derogatory, the teacher may submit a written answer to such material which shall be placed in the file.

2. All teachers shall have the right to make copies of any documents in the personnel file.

V. ASSOCIATION RIGHTS

- A. The Board agrees to make available upon request to the Association, all material which is open to the public concerning the educational program and the financial resources of the district
- B. The Board shall permit the Association to use the school buildings for meetings at all reasonable hours. The Association shall submit a schedule of meetings in advance for Board approval. Requests for meetings of an emergent nature which cannot be approved by the Board due to time factors shall be submitted for approval to the Chief Administrator, which approval shall not be unreasonably withheld. All Association meetings in school buildings shall be concluded by 9:00 P.M. All costs incurred by the Board of Education as a result of a granted request which would not be otherwise incurred, shall be the responsibility of the Association.
- C. The Board will supply the Association with a complete copy of Board policies and revisions when adopted and copies of all Public Board minutes without costs to the Association.
- D. The Association shall have the right to use mailboxes, designated bulletin boards and copy machines.

VI. TEACHERS SIGN IN PROCEDURE

- A. Teachers shall indicate their presence for duty each day by placing their name in the appropriate column of the faculty sign-in roster. Teachers shall also place their name in the appropriate column of the faculty sign out roster at appropriate departure times. The appropriate times shall be as required by the application of Article XX.
- B. The implementation of an effective educational program is dependent upon punctuality of both teachers and students. If, per the school clock in the school office, the teacher arrives late, there shall be a conference scheduled between the teacher and the principal. If a teacher arrives late a second time within the school year a written notice to that effect shall be placed in the teacher's file. If a teacher arrives late for a third time within the school year, a written reprimand shall be placed in the teacher's file advising the teacher that a fourth occurrence within the school year may result in a withholding of increment.

VII. SICK LEAVE

- A. Illness on part of the employee
 - 1. Teachers shall be entitled to ten (10) sick days each school year. If a teacher is employed only part of the school year said teacher shall be entitled to sick days on a pro rata basis. When sick days are consumed, pay will no longer be received for days lost due to illness. Teachers steadily employed, but on a part-time basis, shall be accorded sick leave days on a pro rata basis.
 - 2. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.
 - 3. Upon retirement, pursuant to TPAF definition, after at least fifteen (15) years of service in the school district, the teacher shall be reimbursed for unused accumulated sick days as follows:
 - a. If retiring during:

2014 -2015	\$75.00 per day 160 day cap
2015-2016	\$75.00 per day 160 day cap
2016-2017	\$75.00 per day 160 day cap
 - b. A teacher with accumulated sick leave in excess of \$500.00 shall be entitled to reimbursement upon retiring from the district in excess of that amount only if the teacher provides the Board with one (1) years notice prior to retiring from the district Such notice shall not require a teacher to retire nor be a commitment on the part of a teacher to retire from the district. If a teacher does not give the one (1) year notice above mentioned he or she may not be reimbursed until July I

of the following year.

VIII. TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be eligible to receive three (3) days personal leave without loss of pay. Application should be made to the immediate supervisor three (3) days in advance, except in cases of emergency, and be approved by the Chief School Administrator. Teachers shall not be required to state reasons for such leaves. No other time off shall be permitted, except as defined herein, without the written consent of the Chief School Administrator. Personal leave may be taken on the day before or the day after a holiday or holiday period, but not both.
- B. Personal days shall not be cumulative, but any unused personal leave days shall, at the end of the school year, be converted into sick days and shall accumulate as sick days.
- C. Teachers may be excused from their duties at the discretion of the Chief School Administrator for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with Board consent. Each teacher may be granted a minimum of one day for such visitations each year.
- D. Death in Family
1. Teachers will be excused from duty with pay for two (2) days in the event of death of a grandparent.
 2. Teachers will be excused from duty with pay for a maximum of three (3) days in the event of a death of a brother or sister by blood relationship, a mother-in-law or a father-in-law or grandchild.
 3. Teachers will be excused from duty for a maximum of five (5) days in the event of death of husband, wife, domestic partner, child, stepchild, parent or step-parent, said days to be used within fifteen (15) days of death.
 4. Teachers will be excused from duty with pay for a maximum of one (1) day for an aunt or uncle, brother-in-law, sister-in-law, niece, or nephew.
- E. Teachers will be excused from duty with pay for any necessary Court and/or administrative agency appearance connected with the teacher's employment or school.
- F. Other leaves of absence with or without pay may be granted by the Board through the recommendation of the Chief School Administrator.

IX. EXTENDED LEAVES OF ABSENCE

- A. Disability and Child Rearing Leave
1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from are, for all job related purposes, short-term disabilities. All employment policies and practices involving commencement and duration of leave, availability of extension, accrual of seniority and other benefits and privileges, and reinstatement and payment, shall be applied to disabilities due to the above caused as they are applied to other short term disabilities incurred by members of the bargaining unit.
 2. A teacher shall notify the Board of Education of pregnancy at least sixty (60) days prior to the requested disability or child-rearing leave. At that time, the teacher shall indicate her anticipated date of return. This date, in the case of a child-rearing leave, shall

be, at the teacher's option (if tenure), up to two (2) semesters, the return to work being either the first day in September or the first day of the spring semester.

a. Leaves in excess of two (2) semesters may be granted at the sole discretion of the Board of Education on a case-by-case basis.

b. A non-tenure teacher shall be granted a child-rearing leave only if she is able to return on the next of the above dates occurring during her current contract year. If a non-tenure teacher requires child-rearing leave extending beyond her contract years, her retiring will be at the discretion of the Board of Education. Any child-rearing leave granted to a non-tenure teacher under this Article shall not count toward accrual of time for achieving tenure. If a non-tenure teacher cannot return, to the next commencement date, permission for her returning during the contract year will be within the sole discretion of the Board of Education.

3. In the event of an adoption of a child under two (2) years of age, the teachers shall be entitled to the same leave as set forth above in paragraph A.2 of this Article. Where the child to be adopted is two (2) years old or older, a leave as set forth in paragraph A.2 of this Articles shall be granted only if the adoption approval requires leave of absence from employment,

B. A leave of absence without pay of up to one year shall be granted upon proper application to the Board of Education to tenure teachers for the purpose of caring for a sick member of teacher's immediate family. Additional leave may be granted at the discretion of the Board. Non-tenure teachers may, in the discretion of the Board, be awarded a leave of absence in the same manner and pursuant to the same conditions as stated above.

Upon initial application, the employee shall specify the tentative intended date of return to work which shall be confirmed at least thirty (30) days prior to such date. In the case of non-tenure teachers, such leave shall not extend beyond the end of the current academic year.

"Immediate family" is defined to mean spouse, domestic partner, child, stepchild, or parent.

C. Upon return from leave granted pursuant to this Article, a teacher shall be placed on the salary schedule at the step following the step that he or she was on prior to the taking of the leave unless he or she should return within the same school year whereby he or she would return to the same step, providing the teacher worked at least one-half the current school year. If the teacher worked less than one-half the current school year, he or she will return to the step the teacher was on when going on leave, except in the case of child-rearing, and child birth disability.

D. All unused accumulated sick leave shall be restored upon a teacher's return from a leave of absence. All teachers shall be given the opportunity to maintain medical insurance under the plan maintained for the teachers by the Board of Education at the teacher's own expense during the term of any leave of absence, upon thirty (30) day written notice, "prior to leave" commencement, to the Board. Upon a teacher's return from a leave of absence, the cost of maintaining medical coverage shall be assumed by the Board of Education upon the same terms and conditions as it is maintained for other teachers. If a teacher has not maintained coverage under the Board of Education's plan during the term of the teacher's leave of absence, that teacher shall be re-enrolled in the Board of Education's plan at the time of the next enrollment period.

E. Sabbatical Leave

1. Purpose - a sabbatical leave may be granted to a teacher for a period of not greater than one year by the Board for study including study in another area of

specialization, for travel or for other reasons of value to the school system

2. Conditions - sabbatical leave shall be granted, subject to the following conditions:

- a. Requests - requests for sabbatical leave must be received by the Chief Administrator in writing in such form as may mutually be agreed on by the Association and Chief Administrator, no later than December 1 and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.
- b. Minimum time to qualify - the teacher has completed at least four (4) full school years of service in Waterford Township School District.
- c. Pay - a teacher on sabbatical leave shall receive no compensation by the Board during the period of absence.
- d. Return - upon return from sabbatical leave a teacher shall be placed on the salary schedule at the step following the step that he or she was on prior to the taking of the leave.

X. NON-TEACHING DUTIES

A. INTENT

The Board and the Association mutually agree that a teacher's primary responsibility is to teach and that his energies should, to the extent possible be utilized to this end. Therefore, they agree as follows:

B. APPLICATION

1. Teachers shall have a thirty (30) minute duty-free lunch period as prescribed by the State Department of Education.
2. Teachers shall not be required to supervise playground or lunches.
3. One (1) teacher shall be on-call to assist in cases of emergency and discipline problems. It is not the intent that the on-call teacher be physically present in the lunch or playground area, but said teacher should be on the school premises during the on-call period.
4. The Board agrees to provide machine scoring on all Iowa, tests, Standardized Achievement, Ability, and I.Q. Tests. Past practice shall be the ruling factor in this area of concern.
5. The Board of Education agrees to pay each teacher \$25.00/hour remuneration for home instruction as well as for bus duty performed beyond the workday.
6. Teacher leaving the building should notify the supervisor or the secretary upon leaving and returning. Teachers must be back in time for class or scheduled assignment.
7. The Board of Education agrees to pay the salary of the "Head Teacher" position: \$3,000.00 (2014-15), \$3,000.00 (2015-16) and \$3,000.00 (2016-17).

XI. TEACHER EMPLOYMENT

A. Up to five (5) years experience in a public school system shall be accredited to the salary guide for experience gained outside of the district. In case of emergency (when no other applicants are available), administration will meet with the association leadership to discuss possible additional guide credit.

B. Any reduction in force or retiring thereafter shall be by seniority in accordance with the New Jersey Statutes and New Jersey Administrative Code.

XII. TEACHER EVALUATIONS

A. A teacher shall have the right to see copies of all evaluation reports prior to their entry into the teacher's personnel file. A teacher shall be required to initial such report to indicate that he/she has seen it. However, this initialing shall not indicate agreement with such evaluation. A copy of the evaluation report shall be furnished to each teacher evaluated. A teacher may have a letter of explanation or rebuttal placed in his file in answer to any evaluation report included therein; except that said rebuttal or explanation letter must be placed in the file not later than ten (10) days after the evaluation is entered into the employee's file.

B. All monitoring or observations of the work performance of teachers shall be conducted openly and with full acknowledge of the teacher and pursuant to N.J.A.C. 6:31.19. Evaluations for teachers will be conducted as set forth by N.J. Teach Legislation. It shall include the following:

- I. Teachers shall be provided with an annual over-all summary of their work performance.
 - a. Such summary shall reflect the performance of the staff member as an employee of the Board observed throughout the year. The observance must be made by the Chief Administrator or other properly qualified person designated by the Board.
 - b. Written teacher notification shall be made within five (5) school days of any observable events that may adversely affect the teacher's future employment or status. Such notices are to be considered confidential; (the event may be included in the summary but not to be entered in the teacher's permanent file).
 - c. Teachers shall have the right to rebut such summary and notices according to the procedures in Paragraph A of this section.
 - d. The Chief Administrator or designee and teacher must sign the summary, but the teacher's signature shall not indicate agreement with the summary only that he/she has seen it. Thereafter, all collected notices shall be destroyed upon reaching two (2) years of age, except a letter of reprimand.
 - e. Any monitoring of observance of a teacher is subject to the following exceptions:
 - 1) Intercoms
 - 2) Observing through windows
 - 3) Lack of physical presence
 - 4) Heard events that are not observed

C. Teachers shall be evaluated by the Chief Administrator of Waterford Township or other properly qualified person designated by the Board.

D. A conference shall be held no later than seven (7) school days after any class visit.

XIII. LETTER OF INTENT

A. All teachers who will or will not be rehired for the ensuing school year shall receive a letter of intent on or before the date required by law. Teachers who will be rehired shall indicate their intentions two (2) calendar weeks after receiving said notification.

XIV. FACULTY COUNCIL

- A. The parties shall select a faculty council which shall meet at least once a month for the duration of the school year. This council shall consist of a maximum of ten (10) members. The Association will have a maximum team of five (5) members and the Administration will also have a maximum team of five (5) members.
- B. This council shall be conducted as a work session. It will provide avenues to better facilitate the smooth operation of educational programs, resulting in quality education for children. One of the

purposes of this council shall be to make recommendations to the Administrative team relative to district level concerns regarding educational programs.

- C. The council will also provide an opportunity to promote and maintain good working relationship between the teachers and administrators.
- D. The final minutes of each monthly meeting shall be mutually agreed to and signed by each side. If either side wishes to add a position or clarification, that position shall be attached to the final minutes.
- E. The faculty Council shall review and discuss concerns regarding the educational program of the District and the Administration of this Agreement, and may submit recommendations to the Board.

XV. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board agrees to pay the full cost of registration and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested to take by the Administration and/or the Board of Education.
- B. The Board agrees to pay up to \$2,000 per teacher for graduate courses undertaken by a teacher during this agreement with a \$30,000 total cap on course reimbursement all three years. The teacher must receive approval of the Chief Administrator for all courses taken and the teacher must receive a grade of "B" or better in order to receive reimbursement above mentioned. A certification from the college must be given to the Chief Administrator to indicate that the tuition, books, and registration fees were actually paid.
Certification from the college must indicate teacher received a grade of "B" or above. In such courses noted by the college to be only a pass/fail grade, teacher shall obtain a pass grade to qualify. Under graduate courses shall be reimbursed if approved by the superintendent.

XVI. PROTECTION OF TEACHERS AND PROPERTY

- A. The Board shall give full support, including legal and other assistance, for any assault upon a teacher while acting in the discharge of his duties.

XVII. PERSONAL FREEDOM

- A. The personal life of a teacher is not an appropriate concern of attention of the Board, except as it may directly prevent the teacher from performing properly his assigned functions during the workday.

XVIII. TEACHER FACILITIES

- A. Teachers will be provided with a teachers' room at each school, which rooms shall be air-conditioned.
- B. The teachers' room at all schools shall be provided with a computer and printer, bulletin board, and refrigerator for the use by the teachers.
- C. Teachers will be given direct access to duplicating equipment. Teachers will be given a primary typewriter for their use in each building housing K-2 students.
- D. Each teacher's room shall be furnished with a water cooler at Board expense.

XIX. TEACHER WORK YEAR

- A. A faculty council shall make recommendations to the Chief Administrator concerning the establishment of any changes in the school calendar. The Administration shall give prior notice to certain designated teacher representatives of changes in the school calendar. It is understood by both parties to the Agreement that prior notice cannot always be given and that certain emergency situations might necessitate the changing of the calendar without prior notice.
- B. The work year shall be 185 days for teachers and for those Child Study Team members who do not receive compensation for extended time. Pupil days shall be 180 days.
- C. All other Child Study Team members shall work until June 30th annually.
- D. In addition eleven (11) month team members shall work one (1) additional month during the months of July and August to be scheduled through the Chief School Administrator or designee.
- E. Child Study Team members shall follow the teachers' calendar during the teacher's school year.
- F. Teachers shall be required to return for Back-To-School Night.

XX. TEACHER AND STUDENT DAY

- A. The teachers' workday is six (6) hours and forty-five (45) minutes and the student day is six (6) hours and fifteen (15) minutes. Using Atco School as an example, the teacher and the student days shall be as follows:

Teacher Reporting Time 8:30 a.m.

Student Reporting Time 8:45 a.m.

(This represents the earliest time at which students can be admitted to the classroom.)

The regular instructional day, including those duties referred to by the parties as "housekeeping chores", shall begin at 8:40 a.m. Students shall be dismissed and bus loading shall commence at 2:55p.m. The teachers' workday shall end at 3:10 p.m.

- B. The Child Study Team work day is seven (7) and one-half hours except for 185 day team members whose work day shall be the same as a teachers work day, inclusive of a thirty (30) minute duty-free lunch.

XXI. MISCELLANEOUS PROVISIONS

A. If any provisions of the Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such a 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.

B. Any individual contract between the Board and the individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. All administrative meetings, outside of regular working hours will be held with three (3) school days notice unless an emergency occurs. Such meetings shall not be held more than twice monthly unless an emergency occurs, and every effort shall be made by the Administration to hold their meetings to one (1) hour or less. An agenda for said meeting shall be provided to designated representatives of each school within the District one (1) day prior to the said meeting.

D. Proposed changes in existing working conditions must be negotiated with the exclusive bargaining agents before they are established.

E. Classroom preparation time and other non-pupil contact activities during enrichment periods shall be continued in accordance with established practice and procedure. Every effort shall be made by the Board to obtain sufficient substitutes to prevent the necessity of using teachers during enrichment classes to cover for absent personnel. After a teacher loses three (3) preparation periods they shall be compensated \$25.00 for each subsequent lost preparation time. Payment begins on the 4th missed prep period and lost preparation times need not be consecutive but rather cumulative.

F. The Board of Education agrees to pay each certified employee \$100.00 in the event they are required to move their classroom. This payment shall be paid only if the move is administratively driven.

G. The Board of Education agrees to pay \$50.00 to teachers presenting at in services.

H. The association agrees that in the event Veteran's Day falls on a day that interferes with the continuity of education the parties agree to discuss possible rearrangement of the calendar.

XXII. AGENCY FEE

A. Agency Fee-Agency Shop Provisions

Representation Fee- If a member of the certified staff does not become a member of the Association during any membership year, that member will be required to pay a representation fee to the association for that membership year.

B. Indemnification of the Board – The association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability including, but not limited to counsel fees, legal costs, and expenses, damages awarded, and judgments rendered that may arise out of, or reason of, action taken by the board in conformance with this provision.

XXIII. INSURANCE PROTECTION

- A. The Board will pay complete individual coverage and family coverage as per the benefits listed in Appendix A (Health Insurance) throughout the term of this agreement. Deductions set forth in Chapter 78 will continue as set forth by Statute through Tier 4.
- B. During the term of this contract, the Board of Education shall maintain dental insurance for employees as per the benefits listed in Appendix A-2 (Dental Insurance). The Board will pay 25% toward full family dental (Dental Premier) in year 3 of the contract.
- C. The Board will provide, at its own expense, the present prescription coverage level for both individual coverage and family coverage. Payroll deduction shall be available for those individuals receiving only single coverage, but desiring coverage for eligible dependents. The co-pay program shall as outlined in Appendix A-3.
- D. No insurance carrier will be changed except by the mutual agreement of the parties; however, the Board shall have the right to change an insurance carrier provided that coverage levels required by this Agreement are maintained. If a carrier change will result in any change of coverage levels, there must be agreement between the Board and the Association before such a change is affected.
- E. During each year of the Agreement the Board will insist that the health insurance agent or carrier provide an individual to answer questions as to forms and coverage. This program shall occur once during the school year.
- F. The parties agree to establish a Section 125 (I.R.S. Code) plan for the purpose of making available a cash option.
1. An employee otherwise entitled to insurance coverage shall have the option to withdraw from any such coverage and to be paid a sum equal to one (1) of the eligible premium coverage(s) for each year that the withdrawal remains in effect. All withdrawals from insurance coverage shall be for a minimum of one (1) year corresponding to the benefits period established by the carrier. The cash payment shall be in the form of a stipend payable in semi annual payments in December and June.
 2. Notwithstanding the above, employees who have a change in status (e.g. termination of employment, divorce (copy of decree required), legal separation (copy of decree required), death (copy of certificate required), military discharge (form DD214 required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the year provided the employee gives the Board notice of the change in status within sixty (60) days of the event causing change. Otherwise, all elections for a cash option shall be in effect for the entire twelve (12) month benefit period. The Board's obligation for the cash option shall be prorated for those employees subject to a change in status.
- H. Return to the benefits plan for reasons other than change of status is subject to the terms of the carrier.

XXIV. MANAGEMENT RIGHTS

Except as limited by the specific provisions of this agreement, the Board of Education reserves to itself all rights and functions vested in it pursuant to all applicable laws and regulations.

XXV. PROCEDURE FOR WITHHOLDING INCREMENTS.

Employment or adjustment increments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties and only in accordance with the following:

1. That the procedures be adhered to as outlined in Article XII "Teacher Evaluation".
2. The immediate supervisor and/or Chief Administrator shall not forward any recommendation to withhold a teacher's increment or a part thereof to the Board unless at least ninety (90) calendar days prior thereto, and in no case later than April 1 of the preceding school year in which such action would take effect, the administrator has given to the teacher against whom the recommendations shall be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof which such particulars as to furnish the teacher an opportunity to correct and overcome the same.

Any employee who has an increment withheld under this procedure may appeal the action to the Board through all of the procedures outlined in Title 18A up to and including a decision by the Commissioner of Education. Any employment increment or adjustment increment or part thereof withheld without specific term shall, upon request by the individual and/or her/he designee, be reviewed and reevaluated by the Board between January 1 and April 1.

XXVI. WORK CONTINUITY

A. The Association covenants and agrees that during the lifetime of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or absenteeism in whole or part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Board. The Association agrees that any such action would constitute a material breach of the Agreement.

B. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.

C. Nothing contained herein shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

XXVII. PAYMENT OPTION

- A. All personnel covered by this contract shall be paid via direct deposit.
- B. The issuance of paychecks will reflect the 15th of each month and the last day of each month, or last day on which district is open if the date shall fall on a holiday.

XXVIII. FULLY BARGAINED AND DURATION OF AGREEMENT

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that this agreement represents and incorporates the complex and final understanding and settlement by the parties of all bargained issues which were or could have been the subject of negotiations.

This agreement and salary schedule shall continue in full force and effect until June 30, 2017.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective secretaries.

DATED:

WATERFORD TOWNSHIP EDUCATION ASSOCIATION

BY: _____

PRESIDENT

ATTEST:

SECRETARY

DATED:

WATERFORD TOWNSHIP BOARD OF EDUCATION

BY: _____

PRESIDENT

ATTEST:

SECRETARY

Year 1
2014-15 Waterford

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	51,000	52,250	53,500	54,750	56,000	57,250
2	51,701	52,978	54,253	55,528	56,803	57,803
3	52,001	53,278	54,553	55,828	57,103	58,103
4	52,301	53,578	54,853	56,128	57,403	58,403
5	52,601	53,878	55,153	56,428	57,703	58,703
6	52,901	54,178	55,453	56,728	58,003	59,003
7	53,201	54,478	55,753	57,028	58,303	59,303
8	53,721	54,998	56,273	57,548	58,823	59,823
9	56,354	57,631	58,906	60,181	61,456	62,456
10	59,701	60,978	62,253	63,528	64,803	65,803
11	64,721	65,998	67,273	68,548	69,823	70,823
11A	68,067	69,344	70,619	71,894	73,169	74,169
12	71,415	72,692	73,967	75,242	76,517	77,517
12A	75,636	76,913	78,188	79,463	80,738	81,738
13	81,010	82,285	83,561	84,836	86,112	87,112

Nancy at Woodland Hillland
Dawn M. Agosto
10/1/14

Year 2
2015-16 Waterford

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	51,000	52,250	53,500	54,750	56,000	57,250
2	51,701	52,978	54,253	55,528	56,803	57,803
3	52,701	53,978	55,253	56,528	57,803	58,803
4	53,101	54,378	55,653	56,928	58,203	59,203
5	53,501	54,778	56,053	57,328	58,603	59,603
6	53,901	55,178	56,453	57,728	59,003	60,003
7	54,301	55,578	56,853	58,128	59,403	60,403
8	54,921	56,198	57,473	58,748	60,023	61,023
9	56,854	58,131	59,406	60,681	61,956	62,956
10	60,201	61,478	62,753	64,028	65,303	66,303
11	65,221	66,498	67,773	69,048	70,323	71,323
11A	68,567	69,844	71,119	72,394	73,669	74,669
12	71,915	73,192	74,467	75,742	77,017	78,017
12A	76,136	77,413	78,688	79,963	81,238	82,238
13	81,760	83,035	84,311	85,586	86,862	87,862

mk
DA
10/1/15

Year 3
2016-17 Waterford

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	51,801	53,078	54,353	55,628	56,903	57,903
2	52,501	53,778	55,053	56,328	57,603	58,603
3	53,201	54,478	55,753	57,028	58,303	59,303
4	53,901	55,178	56,453	57,728	59,003	60,003
5	54,401	55,678	56,953	58,228	59,503	60,503
6	54,901	56,178	57,453	58,728	60,003	61,003
7	55,401	56,678	57,953	59,228	60,503	61,503
8	56,121	57,398	58,673	59,948	61,223	62,223
9	57,354	58,631	59,906	61,181	62,456	63,456
10	60,701	61,978	63,253	64,528	65,803	66,803
11	65,721	66,998	68,273	69,548	70,823	71,823
11A	69,067	70,344	71,619	72,894	74,169	75,169
12	72,415	73,692	74,967	76,242	77,517	78,517
12A	76,636	77,913	79,188	80,463	81,738	82,738
13	82,510	83,785	85,061	86,336	87,612	88,612

MA
DA
all 1/4

