

AGREEMENT

between the

WASHINGTON TOWNSHIP BOARD OF EDUCATION

and the

WASHINGTON TOWNSHIP EDUCATION ASSOCIATION

Covering the period

July 1, 2004

to

June 30, 2007

APPROVED BY BOARD OF EDUCATION ON

August 24, 2004

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PREAMBLE

This Agreement entered into this August 24, 2004 by and between the Board of Education of Washington Township, the County of Gloucester, New Jersey, hereinafter called the "Board," and the Washington Township Education Association, hereinafter called the "Association," provides as follows:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed professionally certificated personnel under ten month contract or on leave approved by the Board, excluding: Superintendent, Deputy and Assistant Superintendent, Executive Director for Human Resources, Business Administrator, Purchasing Agent, Board Secretary, Director of Pupil Personnel Services, District-wide Coordinators, Specialists, Supervisors, Managers, Child Study Team Director, Facilitator/Supervisor, Special Assistants, Principals, Assistant Principals, Vice Principals, Director of Guidance, Department Chairpersons, Media Technician, Financial Technician, Substitute School Teachers, Adult Community Education Teachers, and all non-certificated employees except those secretaries listed below.

The Board also recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed secretaries, excluding all others, including all Confidential and Administrative Secretaries to Superintendent, Deputy Superintendent, Board Secretary, Assistant Superintendents, Executive Director for Human Resources, Administrative Secretary in Charge of Payroll, Assistant to Superintendent for Personnel, District Bookkeeper, Office Manager for Student Personnel Services, Adult/Community Education evening personnel and substitute employees.

- B. Unless otherwise indicated, the term "employees," when used hereafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined unless specific reference is made for "teacher" or "secretary" and references to employees shall include both female and male employees.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1, et. seq., on or about 120 days prior to submission date of budget.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a written complaint by an employee or the Association based upon the interpretation, application or violation of Board policy, the Agreement and administrative decisions affecting terms and conditions of employment.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to resolve differences concerning rights of parties regarding terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. All time limits must be adhered to unless a modification or extension is agreed to by the Association and the Board. If such time limits are not adhered to by the Board or administration, the aggrieved may initiate action to the next step of this procedure. If the aggrieved or the Association fails to adhere to such time limits, the grievance shall be considered withdrawn. A grievance to be considered under this procedure must be initiated by the aggrieved or the Association within twenty (20) school days of its alleged occurrence or from the time when the aggrieved or Association could reasonably have known of its occurrence. All time lines established in this article may be extended by mutual agreement between the parties to meet extraordinary developments.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. LEVEL ONE

An employee with a complaint may file a grievance in writing with his/her principal or immediate supervisor either directly or through the Association's designated representative. The principal or immediate supervisor will meet with the grievant and/or the Association's designated representative with the objective of resolving the matter. After hearing the complaint of the grievant, the principal or immediate supervisor will respond in writing to the individual or the Association's designated representative, the Board President, the Association President and the Superintendent or his/her designee.

4. LEVEL TWO

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Principal or immediate supervisor, the aggrieved may, within five (5) school days after a decision by the Principal or immediate supervisor, or fifteen (15) school days after the grievance was presented to the Principal or immediate supervisor, whichever is less, file the grievance in writing with the Superintendent or his/her designee, copy sent to the Board President, stating (a) nature of grievance, including what contract provision or policy is being grieved, (b) results of previous discussion, (c) basis of dissatisfaction with the decision, (d) remedies sought.

5. **LEVEL THREE**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent or his/her designee, the aggrieved may, within five (5) school days after a decision by the Superintendent or his/her designee, of fifteen (15) school days after the grievance was delivered to the Superintendent or his/her designee, whichever is less, submit in writing to the Board President a request for a hearing before the Board.

At the option of the Board, such hearing shall be held before the full Board or a designated committee of the Board. Such hearing shall be held within twenty-five (25) school days of the request for a hearing. The aggrieved may submit written materials to the Board or the designated committee of the Board in support of his/her position at the time of his/her request for a hearing. Any such written materials shall be served on all parties in interest by the aggrieved person.

In the event that the hearing is held before the entire Board, the Board shall make a determination and notify the aggrieved person in writing within ten (10) school days of the conclusion of the hearing. In the event that the hearing is conducted before a committee of the Board, such committee may, at the option of the Board, render a final determination. In the event that the right of final determination is vested in the committee of the Board, it shall make such determination and notify the aggrieved person within ten (10) school days after the conclusion of the hearing. In the event that the hearing is conducted before a committee of the Board, the Board may, at its option, reserve the right of final determination by the full Board. In such event, the committee of the Board shall make a report and recommendation to the entire Board and the entire Board shall thereafter make a final determination and notify the aggrieved person within ten (10) school days after the conclusion of the hearing.

6. **LEVEL FOUR**

- a. If the Association is not satisfied with the disposition of the grievance alleging a violation of a term or condition of employment at Level Three, the Association may within fifteen (15) school days after receiving written notification of the decision by the Board or the Board Committee, as the case may be, or forty-six (46) school days after the request for the hearing, notify the Board that the grievance is being submitted to arbitration.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association or PERC by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or PERC in the selection of an arbitrator. The arbitrator

shall limit himself/herself to issues submitted to him/her and shall consider nothing else. She/he can add nothing to nor subtract anything from this agreement.

- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is clearly violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on both parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the 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.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views and no settlement can be reached without notifying the Association at any level of this procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. All decisions rendered at Levels One, Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest, to the Board President, President of the Association and the Superintendent or his/her designee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6 (c) of this ARTICLE.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, theretofore referred to in this ARTICLE.

ARTICLE IV - EMPLOYEE RIGHTS

- A. The Board agrees that every employee shall have the right freely to organize, join and support the Association with purpose of engaging in collective negotiations and other concerted activities. The Board will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1, et. seq., or the Constitution of New Jersey and the United States. The Board further agrees that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of membership or non-membership in the Association, his/her participation in any activity of the Association, collective negotiations with the Board, or institution of any grievance under this Agreement.
- B. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of such personnel in his/her office, position or employment, or the salary, or any increments pertaining thereto, then such personnel shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise or represent him/her during such meeting or interview.

An employee shall be entitled to have a union representative present at an investigatory interview with an administrator or supervisor which she/he reasonably believes might result in disciplinary action. This right shall not extend to post-observation or evaluation conferences.

- C. Nothing contained herein shall be construed to deny or restrict to any employee such rights as she/he may have under New Jersey Laws or other applicable laws and regulations.
- D. No employee shall be disciplined without just cause in areas ruled negotiable.
- E. Any question or criticism by a supervisor, administrator or board member of an employee shall be made in confidence and not in the presence of students, parents, or other public gatherings.
- F. Whenever an administrator changes a grade given by a teacher, the administrator will affix his/her initials to the changed grade and notify the teacher, indicating the reason for the change.

ARTICLE V - ASSOCIATION RIGHTS

- A. The Association and its representatives shall have permission to use school buildings at all reasonable hours for meetings, provided that it shall have notified the appropriate building principal. Any such meeting may only be held prior to the commencement of or after the end of the employee workday; provided, however, that this shall not preclude a meeting held during the employees' duty-free lunch period.
- B. The Association shall have permission to use school equipment, subject to administrative approval and as long as such equipment remains in the same school building; including

typewriters, mimeo- graphing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use. The Association shall pay for the cost of any repairs upon machinery that is necessitated because of Association misuse of the machinery for Association business.

- C. The Association shall have, in each school building, the exclusive use of a portion of the bulletin board in each faculty lounge.
- D. The Association shall have the right to reasonable use of the interschool mail facilities and school mailboxes.
- E. The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted to the Association, so long as the Association remains the majority representative of the teachers and/or secretaries; and to no other organizations representing teachers and/or secretaries.
- F. Provisions will be made to permit the representatives of the Association to function. Each elementary school shall have representatives totaling one (1) per fifteen (15) employees. Each senior representative shall be relieved of both morning and afternoon bus duty; provided, however, that nothing herein contained shall preclude the assignment of such elementary representatives of such bus duty under emergency circumstances.

Each secondary school shall have representatives totaling one (1) per fifteen (15) employees. Each senior representative shall be relieved of five (5) duty periods per week.

One-half (1/2) of the members of the WTEA executive committee shall be granted release time to conduct association business, under the same provisions as described in Paragraphs F.1 and F.2. For the purposes of this provision, the WTEA executive committee shall consist of fourteen (14) individuals. Nothing herein shall limit the WTEA from changing the structure of its executive committee.

- G. The Association President shall be granted release time to conduct Association business and maintain a liaison with the Administration and the Board of Education. Such release time shall not be during regularly scheduled class time, nor during regular or emergency faculty meetings.
- H. The Board shall provide a total of fifteen (15) days annually to be used by the representatives of the Association. Days taken under the provisions of this paragraph will be documented using the district personal/professional day form.
- I. Whenever any representative of the Association or any employee acting as a representative of the Association participates during working hours at the request of the Board of Education in negotiations, mediation sessions or fact-finding sessions, the employee shall suffer no loss in pay. The Board is in no way obligated by this provision to pay for the services of Association representatives who are not full time employees of the Washington Township School District.

ARTICLE VI - EMPLOYEE WORK YEAR

Teacher Work Year

- A. The school calendar for teachers shall consist of one hundred ninety-one (191) days. Four of these days shall be for snow or emergency, and if not used shall be deducted at a time determined jointly by the Association and Board of Education.
- B. The work year for teachers employed on a ten (10) month basis shall be one hundred eighty-seven (187) days. One hundred eighty (180) days shall be teaching days in keeping with the minimum required by law. A minimum of two (2) days will be allotted at the beginning of the school year for orientation purposes. One of these days shall be for teacher classroom preparation only. Two (2) days of which teachers are employed shall be for attending the N.J.E.A. Convention, and the remaining three (3) days for teachers shall be used for in-service and orientation in which the teachers shall have part in the planning.
- C. Teaching staff shall attend one mandatory Back-to-School Night in each school year in each building in which they teach.
- D. In the event that an Extended School Year Program or split sessions is instituted, the Board of Education agrees to negotiate with the Association the terms and conditions of employment for teachers who will participate in this program.
- E. In the event that the State of New Jersey and/or the Commissioner of Education and/or the County Superintendent and/or the Board of Education should mandate the closing of schools for any period of time as a direct result of the energy crisis or other national or state emergency, the Association agrees to fulfill its contractual obligations regarding the 187 day teacher work year.

Secretary Work Year

- A. Office employee contracts shall be either ten or twelve months.

- 1. Twelve-month contract

Those employees on a twelve-month contract shall work from July 1 through June 30, 7-1/2 hours per day five days per week except that from the first day of school for students until the last day for students, they shall follow the teacher calendar adopted by the Board, working 7-1/2 hours per day. For informational purposes, the school calendar, as adopted, shall be attached each year to this Agreement as Appendix A. Twelve-month contracts include earned vacation time as provided in Article XXII ¶ E3c. Employees shall not be required to work on July 4 and Labor Day (or the day of celebration).

Summer hours for secretaries will be eight hours per day Monday through Thursday. On Fridays secretaries will work four (4) hours.

- 2. Ten-month contract

Those employees on a ten-month contract shall work from September 1 through June 30, 7-1/2 hours per day five days per week except that from the first day of school for students until the last day for students, they shall follow the teacher calendar adopted by

the Board, working 7-1/2 hours per day. For informational purposes, the school calendar, as adopted, shall be attached each year to this Agreement as Appendix A. No vacation shall be earned.

3. Twelve/Ten-Month Contract - Reduced Hours

Those employees on a twelve/ten-month contract shall work according to the applicable contract listed in Number 1 or Number 2, working on a reduced number of hours per day. For informational purposes, the school calendar, as adopted, shall be attached each year to this Agreement as Appendix A. Twelve-month contracts include earned vacation as provided in Article XV.

- B. Persons on existing contracts will not be involuntarily transferred to longer contracts.
- C. If, for emergency purposes, school shall be closed while in session, office personnel shall be entitled, at the discretion of the principal, or in his/her absence, the immediate supervisor, to leave as soon as all students have left the building. Those office employees who work in a non-student building shall be entitled to leave at the discretion of the immediate supervisor. In the event all schools are closed for emergency purposes prior to its regular scheduled opening, all office personnel covered by this Agreement shall not be required to report for work.

ARTICLE VII - TEACHING HOURS AND TEACHING LOAD

- A. Teachers shall indicate their presence for duty or departure in a manner deemed appropriate by the Board of Education or the Superintendent of Schools.
 - 1. Teacher workday for kindergarten through grade five shall be seven (7) hours and fifteen (15) minutes. The teacher workday for grades six through twelve shall be seven (7) hours twenty-five (25) minutes. Kindergarten student day shall be two (2) hours and thirty (30) minutes. Grades one (1) through five (5) student day shall be six (6) hours and twenty (20) minutes. Grades 6 through 12 student day shall be six (6) hours and forty-five (45) minutes.

Teachers are to be available for student supervision no more than five minutes before the start of the present student day.
 - 2. Teachers may be required to remain after the regular workday, without compensation, for the purpose of attending faculty or other professional meetings. Such meetings shall be reasonably scheduled and of approximately one (1) hour duration, except as dictated by emergency circumstances.
 - 3. Teachers shall have a daily duty-free lunch period of at least forty (40) minutes duration.
 - 4. Teachers may be absent from the building during their scheduled duty-free lunch periods, provided they notify the office of their departure and return.
- B.
 - 1. Every secondary teacher shall be granted five (5) duty-free periods per week during the student day for the purpose of instructional preparation.

2. Every elementary teacher Grades one (1) through five (5) shall be granted five (5) duty-free periods per week during the student day for the purpose of instructional preparation.
 3. Every kindergarten teacher shall be granted four (4) duty-free periods per week during the student day for the purpose of instructional preparation.
 4. Half-time special education teachers (those teaching a minimum of three periods per day) shall be granted one-duty free period during the student day for the purpose of instructional preparation. At the elementary level, if the schedule permits a forty- (40) minute period, if not this period may be divided into two (2) twenty- (20) minute periods. If the schedule does not permit this, the teacher will be paid for the duty period not scheduled.
- C. In the event the Board elects to implement block scheduling, the Board agrees to negotiate with the Association, the terms and conditions of employment for those employees who participate in the program.
- D. If the Board implements a nine (9) period day at the secondary level (Grades 6-12), twelve (12) minutes of non-instructional time shall be added to the teacher work day at all levels (elementary, middle school, and high school).

ARTICLE VIII - EMPLOYMENT

- A. Each full time employee shall be placed on his/her proper step on the salary schedule for each year (year = one half required workdays plus one day) of his/her employment. "Full time employee" shall be those employees regularly assigned to a full workday as set forth in Article VII (Teachers) and Article VI (Secretaries). Teaching staff members who work a three fifths (3/5) or four-fifths (4/5) schedule shall be considered full time for purposes of salary schedule advancement.
- B. Starting with the 1996-97 school year, each part time employee hired after November 1, 1995 shall advance on the salary guide consistent with an equivalent full time year of service. "Part time employee" shall be those employees who are regularly assigned to less than a full workday as set forth in Article VII (A) (teachers) and Article VI (B) (secretaries). Teaching staff members who work a full teacher workday as set forth in Article VII (A) but who are assigned to work one fifth (1/5) or two fifths (2/5) days a week shall be considered part time for purposes of salary schedule advancement and shall advance on the salary schedule as if they hold a one-half (1/2) part time position. Part-time employees must work the equivalent of a full year before advancement to the next step on the salary schedule. Part time employees will be paid on a pro rated basis of the applicable step on the salary schedule consistent with the degree of part time service.
- C. In the case of an employee newly hired to the district in either a full time or part time capacity, the Board and the employee may agree to credit the employee on the salary scale with a lesser number of years of experience than the newly hired employee may have earned in previous employment. Credit not to exceed four (4) years shall be given for military service as required by 18A:29-11.

- D. Tenured employees shall be notified of their contract and salary status for the ensuing year no later than May 30.

ARTICLE IX - PAYMENT OF SALARIES

- A. Employees shall be paid in semi-monthly installments, payable on the 15th and last day of the month, respectively. Employees may elect to have their pay deposited by automatic payroll deposit to the bank(s) designated by the Board.
- B. An employee may individually elect to have any whole dollar amount of his/her monthly salary deducted from his/her pay to be forwarded to an account of a credit union designated by the Association, provided she/he files the appropriate written request form with the business office.
- C. When payday falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

Ten-month employees shall receive final checks on the last working day in June; provided, however, that the Superintendent or other designated representative of the Board shall have first certified that the employee has fulfilled his/her statutory responsibilities prior to the release of such checks. The pay schedule for any given year will be distributed to employees at the beginning of each school year.

- D. Except when State Laws or rules of the State Department of Education apply, the Board reserves the right to be the sole judge or arbitrator in interpretation of the salary guide.
- E. Pending legislative action of minimum teacher salary, the Board and Association will determine a mutually acceptable disbursement of additional state funds in accordance with legislative guidelines.

ARTICLE X - EMPLOYEE ASSIGNMENTS

- A.
 - 1. All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year by May 31. If changes are made in such assignments after May 31, the teachers affected and the Association shall be notified immediately. Such teachers or the Association may request a meeting with the Superintendent or his/her designee to discuss the need for such changes within ten (10) calendar days of the notification of the change. Subject assignment shall include the title, grade and level of instruction for all classes to be taught.
 - 2. The Superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than August 15.
 - 3. Teachers holding appointments to co-curricular positions in any given school year and who will be recommended for reemployment in those positions for the following school year shall be notified of their appointments within sixty (60) days of the end of the season/activity or June 30, whichever comes first.

ARTICLE XI - VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. 1. No later than ten (10) school days after a vacancy becomes known, the Superintendent or his/her designee shall deliver to the Association and post notice of said vacancy in all school buildings. In addition to the listing of the known vacancies, a listing of anticipated positions shall be posted.
- 2. Employees who desire a change in assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent or his/her designee no later than ten (10) school days after notice of position has been posted.

ARTICLE XII - INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to employees within one (1) calendar week of the decision.
- B. In the event that an employee objects to the transfer or reassignment, upon the request of the employee, the Superintendent or his/her designee shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting.

ARTICLE XIII - EVALUATIONS

A. TEACHER EVALUATION

- 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- 2. Observation and evaluation of nontenured teaching staff members shall be conducted in compliance with New Jersey Administrative Code Title 6:3-4.1.
- 3. Observation and evaluation of tenured teaching staff members shall be conducted in compliance with New Jersey Administrative Code Title 6:3-4.3.

B. SECRETARY EVALUATION

- 1. Principals and supervisors shall keep the employees informed as to whether or not the kind of service they are rendering is satisfactory in terms of the standards of the school district. Written evaluation reports are to be sent to the employees by the principal and/or supervisor with copies forwarded to the Superintendent once each year for all tenured personnel and twice each year for nontenured personnel, prior to April 1.
- 2. If a reasonable period of time remains following a negative evaluation by a principal or supervisor prior to April 1, the secretary receiving a negative evaluation may request one or two additional evaluations.
- 3. Written evaluations shall be given to the employee for his/her signature and comments prior to submission of the reports to the Superintendent.

C. PERSONNEL FILES

1. Evaluation reports filed in the employee's personnel file shall be signed by both the evaluator and the employee.
2. An employee shall have the right to review the material in his/her personnel file at least once every year. An employee who desires to review his/her file must schedule an appointment for review with the personnel office at least 24 hours in advance.

An employee shall have the right to indicate those documents and/or materials in their file which she/he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee; and if, in fact, they are obsolete or otherwise considered inappropriate to retain, they shall be destroyed. Disputes over the retention or destruction of said documents shall be grievable to the Superintendent's level only.

3. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that she/he has had the opportunity to review such material and must affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and/or designee and attached to the file copy.
4. Although the Board agrees to protect the confidentiality of personal reference, academic credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.
5. No material of a derogatory nature shall be added to nor removed from an employee's personnel file without the notification of the employee. Such notification shall require that the employee sign the material to be filed even though she/he may disagree with its contents.

D. COMPLAINTS

1. Any complaints regarding an employee made to any member of the administration by any parent, student, or other person, which are used in any manner in evaluating an employee, shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint. The employee shall have the right to representation at any meeting or conferences the employee is requested to attend regarding such complaint.

E. EVALUATION INSTRUMENT

1. A joint Board-Administrator-Association Advisory Committee shall be continued for the purpose of improving evaluation procedures and instruments to be used within the scope of this Article. The Committee membership should be based upon equal representation of

the groups involved; five (5) Board/Administration, and five (5) Association members to be appointed by the Association.

F. CO-CURRICULAR/ATHLETIC POSITIONS

The Board and Association shall mutually develop an objective compensation determination form to determine compensation for all co-curricular positions.

ARTICLE XIV - FAIR DISMISSAL PROCEDURE

A. NOTIFICATION OF DISMISSAL

On or before April 30 of each year, the Board shall give to each fully certified non tenured teacher, continuously employed since the preceding September 30, either:

- a. A written offer of a contract for employment for the next succeeding year or
- b. Notice that such employment shall not be offered.

B. JUSTIFICATION OF DISMISSAL

Any non tenured teacher who receives notice that such employment shall not be offered shall be entitled to the benefit of the procedures set forth in N.J.S.A. 18A:27-3.2 and N.J.A.C. 6:3-1.20. When such procedures have been concluded, any further appeal by such teacher shall be to the Commissioner of Education.

C. TERMINATION OF CONTRACT

Subject to paragraph D below, the employment contract of any non tenured employee may be terminated at any time by either party giving to the other 30-day notice in writing of intention to terminate. Upon application of such employee, the Board may waive such 30-day notice and permit the unit employee to terminate his/her employment in less than 30 days in situations involving emergencies or other justifiable reasons.

D. PROBATIONARY PERIOD

Each newly-hired secretary shall be deemed to be a probationary employee and serve an initial 90-day term. The Board shall be entitled to terminate the employment of any such probationary employee at any time within said 90-day period.

E. REDUCTION IN FORCE

In the event the Board shall undergo a Reduction in Force (RIF) of secretarial positions, the RIF shall occur by seniority in category only. There shall be three categories of secretaries for RIF purposes, Secretary II, III, and IV. The least senior secretary in the category will be laid off first.

- 1. Any secretary displaced by the seniority principle who had previous service in the school district as a regular, full time secretary in a second category shall have the right to displace or "bump" the least senior employee in said second category as long as he/she

has greater seniority in said second category than the least senior employee in said second category.

2. Any secretary who is displaced by the operation of the seniority principle under this Article shall have the right of first refusal for the next available full time secretarial position in the category from which they were displaced for a period of one calendar year from their displacement. If the employee fails to accept, in writing, an offer to fill the next available vacancy within five days after the offer is made, his/her rights under the subparagraph shall terminate.
3. The provisions of this Article shall be deemed to apply only to employees affected by the elimination of positions and shall not apply to employees who are not rehired or whose employment is terminated for other reasons.

ARTICLE XV - TEACHER FACILITIES

- A. It is considered by the Board and Association that the following facilities and materials are desirable:
 1. Space in each classroom in which teachers may store instructional materials and supplies.
 2. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
 3. A faculty lounge.
 4. A serviceable desk and chair for each teacher.
 5. Convenient access to a telephone.
 6. Teacher rest rooms, separate for each sex.
 7. Off-street parking facilities which shall be free, adequate, paved and maintained for exclusive teacher use.
 8. Closet space for personal articles.
 9. Appropriate teaching material including texts, chalkboards, dictionaries, supplies.
 10. All classrooms shall be kept clean and orderly by the appropriate personnel each day.
- B. Upon request of the Association, vending machines may be installed in teachers' lounges or lunchroom areas.

ARTICLE XVI - EMPLOYEE/ADMINISTRATION LIAISON

- A. The Association shall select a Liaison Committee for each building which shall periodically meet with the principal or designated supervisor, during the school day for the duration of the school year, to review and discuss local school problems and practices, and to play an advisory role in the revision or development of building policies. Areas for consideration shall include, but are not limited to such matters as, curriculum, textbooks, distribution of materials and supplies, discipline, and parent visitation. Said committee shall consist of not less than one (1) member for every twenty (20) members in the school building, but shall in no event have more than five (5) members.
- B. The Association's representatives shall meet with the Superintendent at least once a month during the school year, unless the parties decide otherwise, to review and discuss current school problems and practices and the administration of this Agreement.

ARTICLE XVII - PROTECTION OF EMPLOYEES

A. WORKING CONDITIONS

The Board of Education will make every effort to ensure safe working conditions. In the event of disorder or disruption in the regular school program, the Association shall have the right to meet with the Board on matters regarding employee safety.

B. LEGAL ACTION

Whenever any action is brought against an employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his/her employment or salary status, the Board of Education shall reimburse him/her for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the employee. This shall not apply to any charges filed by the Board against the employee.

C. ASSAULT UPON AN EMPLOYEE

- 1. An employee shall immediately report any case of assault or battery upon his/her person arising out of, or in connection with, his/her employment duties. Such matters shall be immediately reported to the principal or immediate supervisor.

The Board shall give full support including legal assistance where required.

- 2. When absence arises out of or from such assault or injury, the employee shall be entitled to full salary and other benefits for the period of such absence and shall not forfeit any sick leave or personal leave, unless pending litigation would be continued to settlement and such settlement or judicial finding indicates that the employee was the aggressor.
- 3. An employee shall suffer no loss of leave or salary if assaulted on duty, except if the employee is found to be the aggressor.

ARTICLE XVIII - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A definition of the duties and responsibilities of all teaching personnel pertaining to student discipline shall be reduced to writing by the Superintendent and shall be presented to each teacher at the beginning of each school year or be included in the teachers' handbook or other publication of procedures or practices authorized by the Board of Education.
- B. When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician or other specialist, he/she shall so inform his/her principal or immediate superior. The principal or immediate superior shall arrange as soon as possible for a conference among him/herself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

ARTICLE XIX - ACADEMIC FREEDOM

- A. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, and presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning, which do not conflict with the philosophy, underlying principles, objectives and content of the courses of study adopted by the Board of Education.

ARTICLE XX - DEDUCTION FROM SALARY

- A. The Association shall indemnify, defend and save harmless the Board of Education against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Board, in reliance upon salary deduction authorization cards submitted for individual members by the Association to the Board of Education.

ARTICLE XXI - MISCELLANEOUS PROVISIONS

A. MANAGEMENT RIGHTS

Except as otherwise specified in this Agreement, the Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the school district to the full extent authorized by law.

The Board of Education retains the right, in accordance with applicable State and Federal laws and regulations, (a) to direct employees of the School District; (b) to hire, promote, transfer, assign, and retain employees in positions within the School District, and to suspend, demote, discharge or take other disciplinary action against employees; (c) to relieve employees from duties because of insufficient enrollment or for other legitimate reasons; (d) to maintain the efficiency of the School District operations entrusted to them; (e) to determine the methods, means, and personnel by which such operations are to be conducted; and (f) to take whatever action may be necessary to carry out the mission of the School District in situations of emergency.

In exercising its power, the Board through its administrative staff, shall, subject to the provisions of this Agreement, exercise all of its managerial rights and authority to the extent permitted by law.

B. AGENCY SHOP

1. Any employee who is employed by the Board during the term of this Agreement and who does not become a member of the Association shall be required to pay a representation fee to the Association for the purpose of offsetting the employee's per capita cost of services rendered by the Association as majority representative. Representation fees for non-members shall be deducted prospectively only, beginning September 1 of each contract year.
2. Unless otherwise specified in this article, the maximum representation fee for non-members, notification of procedures available to non-members for appeal and the establishment of a demand of return system, etc., shall comply to 34:13A-5.4, et. seq., in effect at the time of the execution of this contract.
3. On or about November 1 of each year, the Association will submit to the Board the names of those employees who have not become members of the Association for that year. The Board will deduct the total amount of representation fee in equal installments, as nearly as possible, in each pay period for the remainder of the year.
4. On or about the last day of each month beginning in November of each year, the Board will notify the Association of employees newly employed during the month. The Association will notify the Board within thirty (30) days if any newly employed employee does not become a member of the Association.
5. Any employee having a representation fee deducted and who terminates employment prior to January 1 of any contract year will have the representation fee deducted to January 1 of that contract year from his/her final pay, provided the employee has filed the appropriate notification with the Association and the Board.

Any employee having a representation fee deducted and who terminates employment after January 1 of any contract year, will have the total representation fee for that contract year deducted from his/her final pay.
6. Procedures for the transmission of representation fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
7. The Association shall indemnify, defend and save harmless the Board of Education against any and all claims, demands, suits or other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, suits challenging the legality of this provision.

C. WORK CONTINUITY

1. The Association agrees that it will sanction no job actions of any type and will discourage any job actions by its membership for the duration of this contract and during

the course of grievance procedures. The Board will conduct no lockouts during the terms of this Agreement.

2. The parties agree that they will resolve all disputes through the procedure outlined in this Agreement or as subsequently modified by statute or court decision.

D. Employees shall not use their own vehicles to transport students.

E. LEGAL BASIS

If any provisions 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 provided by law, but all other provisions or applications shall continue in full force and effect.

F. NOTIFICATION

Whenever any notice is required to be given, by either of the parties to this Agreement to the other pursuant to the provision(s) of this Agreement, either party may do so by telegram or registered letter, at the following addresses:

1. If by Association, to the Board at:

Superintendent
Central Administrative Offices
206 East Holly Avenue
Sewell, NJ 08080

2. If by the Board, to Association at:

President of the Association
at his/her respective building.

Copies of this Agreement are to be printed and the cost shared equally by both the Board and the Association.

The Agreement shall be presented to all employees affected thereby.

G. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing only, executed by both parties.

ARTICLE XXII - COMPENSATION

A . EMPLOYMENT

1. a. Salaries for all teachers included in the collective bargaining unit represented by the Association are covered by this Agreement as set forth in Schedule A, annexed hereto and made a part hereof.

- b. Upon completion of the appropriate number of graduate credit hours beyond a degree or an advanced degree recognized on the salary schedule, a teacher may apply for advancement on the salary schedule. Completion of course work and written notification and request for the proposed change must be submitted by the teacher to the Superintendent's office prior to September 1 to affect the teacher's salary for that contract year.

An advanced degree submitted for an appropriate lane change must be in the field of education or in the current subject in which the teacher is assigned. An advanced degree not in the field of education or not in the current subject taught by a teacher, but closely related, may be approved for application to a lane change at the sole discretion of the Superintendent or his/her designee.

To be eligible for credit for a lane change, an advanced degree must have been awarded after July 1, 1979.

Credits completed on or after July 1, 1979, submitted for an appropriate lane change beyond a degree, but not in an advanced degree lane, must be in the field of education or in the current subject in which the teacher is assigned. Credits not in the field of education or not in the current subject taught by a teacher, but closely related, may be approved for application to a lane change at the sole discretion of the Superintendent or his/her designee.

Undergraduate credits are not acceptable for credit increment on lane changes, except with the prior approval of the Superintendent.

- 2. Salaries for all secretaries included in the collective bargaining unit represented by the Association are covered by this Agreement as set forth in Schedule C annexed hereto and made a part hereof.
- 3. The following salary stipends shall be paid to those special services personnel employed in the positions listed below prior to the 1977-78 school year and who continue to serve in those positions:

Social Worker	\$100.00
Speech Correctionist	\$100.00
Learning Disabilities Specialist	\$100.00
Special Education	\$250.00

- 4. a. The supplemental salaries to be paid teachers who are assigned to athletic and co-curricular positions for the 2004-2005, 2005-2006 and 2006-2007 school years are set forth in Schedule D.

The co-curricular salary schedule shall be increased 3% in 2004-2005, 3% in 2005-2006, and 3% in 2006-2007.

- b. A WTEA/Administration co-curricular committee will convene as necessary, but not less than twice per year to review new co-curricular positions and stipends.

5. a. Teachers shall receive longevity payments according to Schedule B.
- b. Secretaries shall receive longevity payments based on full-time service in the district, according to the schedule below:
 - 15 - 19 years = salary + 2% of their base salary
 - 20 - 24 years = salary + 3% of their base salary
 - 25 + years = salary + 4% of their base salary

B. INSURANCE PROTECTION

1. The Board will provide and pay for health care protection for individual and full family coverage at a level of benefit equal to the AmeriHealth PPO, POS and CMM plans in effect October 1, 1996; office visit copay is \$15.00. Both individual and full family protection will be extended at the Board's cost.

Employees newly hired to the district after July 1, 2000, shall be eligible for family medical benefits under paragraph 1 at the level of the P.O.S. Plan, at Board expense. These employees shall be eligible to purchase, at the Board's rates, a higher level of coverage through payroll deductions.

2. The Board shall provide all employees with a description of health care insurance coverage and a description of the conditions of the coverage and the individual limits thereof.
3. During the term of this contract, the Board of Education shall provide and pay for dental, prescription and Employee Assistance Program (EAP) programs for individual and full family coverage at the level of benefits or equivalent, as described in the Delta Dental Plan of New Jersey Inc., Blue Cross/Blue Shield, and Gloucester County Schools Consortium contracts effective June 30, 1991, for each employee who shall be eligible for and shall be enrolled in a prescription drug and dental plan through a company to be selected by the Association and approved by the Board.
 - a. Employees newly hired to the district after July 1, 2000, shall be eligible for single dental, prescription and EAP coverage until they have served three (3) consecutive years of employment in the district. These employees shall be eligible to purchase, at the Board's rates, a higher level of coverage in the dental, prescription and EAP plans through payroll deductions. The employee's date of employment shall determine the three (3) year eligibility period. After three (3) consecutive years of employment, the employee shall be eligible for family coverage under the dental, prescription and EAP programs as outlined in paragraph 3, at Board expense.
 - b. The Board will pay the full cost each for individual and full family enrolled in a dental plan through June 30, 2006. Beginning July 1, 2006 the Board will pay 90% of any increase in the dental premium beyond the Board's premium cost for the period July 1, 2005 through June 30, 2006. Employees will pay for 10% of the premium increase (as noted in preceding paragraph) in 2006-2007.

- c. Should an employee opt to withdraw from the dental coverage as an alternative to the payment of an additional contribution, above the Board's premium limit, the Board will contribute the appropriate premium to an escrow account to be distributed to the members of the dental program at the end of the contract year, in an amount not to exceed the cost of each member's additional contribution.
 - d. The Board pays full cost of single coverage for prescription. If the employee selects coverage other than single, the Board will pay 90% of the additional cost for dependent coverage while the employee will pay 10% of the additional cost for dependent coverage. The employee co-pay for prescription will be \$10 for generic drugs, \$20 for name brand drugs, and \$10 for mail order drugs.
 - e. One prescription account shall be issued if both members of the family unit are employed in the district.
 - f. The Board assumes full cost of the Employee Assistance Program (EAP). Eligibility for enrollment for benefits shall be governed by and be subject to any restrictions imposed by the plan established by the selected company. Any such plan may provide for coverage for individual employees and their eligible dependents and may contain a deductible.
4. Under the current 125B Plan maintained by the Board, employees who are otherwise eligible for medical insurance may participate in an opt-out program. Employees who wish to participate in this program must complete "Waiver of Health Care Coverage Form" during the annual open enrollment period and hand deliver to the benefits office. Only those employees who can establish duplicate medical coverage can participate.

Eligible employees who participate in the opt-out program shall be entitled to a payment of forty percent (40%) of the annual cost of medical insurance premiums for the applicable coverage level for that employee. This payment shall be made in two (2) equal payments--one half in the December 15 pay, and the other half in the June 15 pay. If an employee participating in the opt-out program leaves the employ of the district prior to the end of the school year, he/she shall receive his/her portion of the payment.

In the event the Board disbands the current 125B Plan, employees will be entitled to the following:

Employees may choose to participate in a buy-back program of medical and prescription insurance for married couples who both work in the district. Each employee maintains dental and EAP coverage. Employees who wish to participate in this program must notify the benefits office during the annual open enrollment period. Payment of reimbursement (\$1,000 per year) shall be made in two (2) payments of \$500 each--one in the December 15 pay, and the other in the June 15 pay.

5. The Board and the Association agree to establish a Joint Committee to review the current health benefits package. The parties agree to meet following the signing of this Memorandum to establish mutually agreeable timelines and procedures. The non-binding recommendations of the joint committee are subject to approval by the Association and approval by the Board.

6. In case of an employee's death, health benefits coverage for surviving family members shall continue for six (6) months at Board expense.

C. SICK LEAVE

1. All permanent, regular full time and regular part time employees shall be granted yearly sick leave as follows to be used only for illness:

10-month term = 10 days

12-month term = 12 days

In the first year of employment, those individuals hired after the beginning of that contract or school year will receive sick leave allowance on a prorated basis.

Said sick leave may not be used for any other reason. Use in violation of this Agreement shall constitute grounds for disciplinary action. All days of sick leave not utilized within the current school year shall be accumulative, to be used for additional sick leave as needed in subsequent years.

2. If any employee is absent three (3) consecutive days, a doctor's certificate concerning the illness shall be presented upon request of the Superintendent or his/her designee. Employees shall notify the principal's office or his/her designee of absence due to illness as early as possible, but no later than one and one-half (1-1/2) hours before the commencement of the individual employee's workday. Notification should be made the evening preceding the absence, when possible.
3. Upon termination of employment, an employee may request and the Board shall grant a certificate stating the employee's accumulated unused sick leave.
4. Reemployment by the Board of an employee will not reinstate past accumulated sick leave; however, in the case of a non-tenured employee released due to reduction in force and reemployed within the next school year, past accumulated sick leave will be reinstated.
5. The Board may, at its discretion, in the event an employee exhausts all accumulated sick leave, pay said employee the difference between the substitute's pay and the daily pay of the employee (the daily pay of the employee to be calculated at 1/200 of the net annual contractual salary for 10-month certified employees, 1/217 for non certified 10-month employees, and 1/260 of the net annual contractual salary for 12-month non-certified employees).
6. The total accumulated sick leave which has accrued to each employee, whether through prior unused annual sick leave or unused personal days by prior contractual arrangement, shall be calculated as of June 30, 1977. Nothing in this agreement shall infringe upon said prior accumulated sick leave which has accrued through June 30, 1977. From and after July 1, 1977, any additional accumulated sick leave shall only accrue with respect to unused annual sick leave. For the purpose of any future legislation which mandates payment by the Board on retirement or otherwise for unused accumulated sick days, only the following shall be deemed to be in the category of accumulated unused sick leave:

- a. All accumulated unused sick leave which had accrued through June 30, 1977, either through prior unused annual sick leave or unused personal days by prior contractual arrangement;
- b. All accumulated unused sick leave which had accrued on or after July 1, 1977, through unused annual sick leave only.

It is the intention of this subparagraph to exclude from the category of "accumulated unused sick leave" for purposes of any such future legislation any unused personal days which accrue on or after July 1, 1977, and which in accordance with SECTION H are eligible, if unused in the year granted, for use in future years for illness.

Employees will be reimbursed for unused sick leave upon leaving district employment (except termination for cause) or retirement using the following schedule:

Teachers shall be based on the per diem BA minimum salary schedule as follows:

10 - 15 years in WT =
1 day for every 4 accumulated days

16 - 20 years in WT =
1 day for every 3 accumulated days

21 - 24 years in WT =
1 day for every 2 accumulated days

25+ years in WT =
1 day for every 1 accumulated days

Secretaries shall be based on the per diem Secretary IV minimum salary schedule.

A teacher who is retiring shall be reimbursed for his/her unused sick leave to a maximum of \$20,000.

A secretary who is retiring shall be reimbursed for his/her unused sick leave to a maximum of \$12,000.

In the event of an employee's death while employed by the district, sick leave reimbursement due the employee shall be paid to the employee's designated beneficiary.

Employees shall be given a written accounting of accumulated unused personal days no later than June 30 of each year. Personal days cannot be carried over to the following year for personal day use.

D. ADDITIONAL PAY

1. a. Any teacher, not specified below, who is required to work beyond the normal in-school workday, as defined in Article VII, A.1 above, shall be compensated at \$30 per hour in 2004-2005; \$32 per hour in 2005-2006; and \$34 in 2006-2007.
- b. Any speech teacher who is required to work (perform speech services) beyond the normal in-school workday, as defined in Article VII, A.1 above, shall be compensated at \$40.00 per hour.
- c. Any Child Study Team member who is required to perform casework beyond the normal in-school workday, as defined in Article VII, A.1 above, shall be compensated at \$175.00 per case report, which includes a functional assessment and standardized assessment; \$75.00 per staffing, eligibility and IEP conference (outside the normal day); \$75.00 for the development of initial IEP if the teacher is unavailable (outside the normal day).

If an evaluation plan conference is scheduled outside the normal day, the Child Study Team member will be compensated at their per-diem hourly rate.

Definitions: Functional assessment – Interview of teacher(s); interview of parent(s); a structured observation (a minimum of one); a review of educational history; a review of interventions and one or more informal measure(s).

Standardized assessment – This should be individually administered; valid and reliable; normed on a representative population; and scored as either standard score with standard deviation or norm referenced scores with a cutoff score.

- d. Any employee, including those listed in the preceding paragraphs 1(c) and 1(d), who are required to attend IEP conferences and/or court appearances (excluding jury duty) beyond the scheduled workday, as defined in Article VII, A.1 above, shall be compensated at \$30 per hour in 2004-2005; \$32 per hour in 2005-2006; and \$34 in 2006-2007.
2. a. If a nine-period day is not implemented at the respective secondary level (middle school level, high school level) then: Teachers at the respective level may volunteer for a sixth teaching period in lieu of a duty period. If there are no volunteers, the administration may assign a sixth teaching period to a teacher in lieu of a duty period no more than once every three years provided this does not result in more than three (3) class preparations for that teacher. There shall be no reduction in force because of this paragraph.

If a nine-period day is implemented at the respective secondary level (middle school level, high school level) then: Teachers at the respective level may volunteer for a sixth teaching period in lieu of an administrative assignment/preparation period (based on the nine period day model). If there are no volunteers, the administration may assign a sixth teaching period in lieu of an administrative assignment/preparation period (based on the nine-period day

model) no more than once every three years provided this does not result in more than three (3) class preparations for that teacher. There shall be no reduction in force because of this paragraph.

- b. During the first two (2) years that the nine period day is implemented, at the respective secondary level (middle school level, high school level, based upon the programmatic and student needs within the building, up to 40% of the teachers may, if necessary, be assigned a sixth assignment as needed. This provision, 2(b) shall expire at the end of the two (2) year period and the language of paragraph 2(a) shall be reinstated.
 - c. Any secondary teacher who teaches a sixth period shall be compensated at the rate of \$3,700 effective 2004-2005; \$3,800 effective 2005-2006 and \$3,900 effective 2006-2007.
3. An optional staff development institute will be available to district employees for professional development. Those who attend the institute will be compensated at a rate equal to the New Jersey certificated substitute rate. Both parties will continue to develop this program for implementation in second year of this agreement.
 4. **Compensation for Inservice Presentations**

For each one hour presentation, the teaching staff member will be reimbursed for two hours at the professional rate of pay as shown in D.I. above. One half day inservice will be defined as two presentation hours. A full day inservice will be defined as four presentation hours.
 5. Part time teachers who must return for faculty or other meetings will be compensated at \$30 per hour in 2004-2005; \$32 per hour in 2005-2006; and \$34 per hour in 2006-2007.
 6. Provisions will be made to provide common planning time for those in-class support and regular classroom teachers who work together.

E. EMPLOYEE WORK YEAR

Secretary Work Year

1. All hours in excess of forty 40 per week worked by an employee shall be paid at the rate of one and one-half (1-1/2) the prorated annualized hourly rate. The normal work day shall be seven and one-half (7-1/2) hours.
2. Official calendar year paid holidays, applicable to all employees covered by this Agreement, shall be in accordance with those holidays set forth in the school calendar as attached to this Agreement (Appendix A).
3. **Vacation Policy**
 - a. All twelve-month employees shall be entitled to utilize vacation days with pay in the contract year following the one in which the vacation days were earned

according to the schedule set forth in this Article. Legal holidays shall not be counted as vacation days if they fall on a working day during an employee's vacation as scheduled under this Article.

- b. Vacation schedules shall be arranged and coordinated with an employee's immediate supervisor, and be submitted to the Superintendent of Schools for approval at least three weeks prior to the first day of vacation. Should a conflict in vacation scheduling arise, preference shall be given according to seniority. A maximum of five (5) days of unused vacation may be carried into the following contract year upon written request and the approval of the Superintendent.

In the first year of employment, employees who work less than one year, but more than 6 months, shall earn five (5) days vacation to be taken during the following contract year. If services are terminated by the employee during, or at the conclusion of, the first year, said employee shall not be entitled to any vacation.

- c. Vacation eligibility is calculated at the end of each contract year.

<u>Vacation Schedule</u>	<u>Eligibility in Following Contract Year</u>
(1) First contract year (if less than a full year)	
Less than 6 months: (employed under contract after December 31)	0 days
Less than one year, but more than 6 months (employed under contract December 31 or earlier)	5 days
(2) Consecutive contract years for which service credit was granted:	
One year through four years	10 days
Five years through fourteen years	15 days
Fifteen years or more	20 days

Vacation days earned shall be calculated on a contract year basis and shall be prorated if an individual does not complete a full contract year. One full year of credit shall be given to twelve-month employees for each previous year of employment as a ten-month employee provided that the total length of service has been continuous.

Vacation time accrued to the date of termination of employment will be determined by years of service and prorated according to the length of time employed in the current school year and shall be taken prior to termination of service.

If an employee who has worked at least one full contract year terminates his/her service before the end of a contract year, vacation time accrued will be determined by the years of service and prorated on a full month basis to the date of termination.

Example:

15 full years of service - eligibility - 20 days
Termination days - May 11 of 15th year - (10-months)
 $5/6 \times 20 = 16$ days vacation to be taken prior to termination day.
Vacation days will be prorated on full-day basis only.

F. EMPLOYEE ASSIGNMENTS

1. Schedules of employees who are assigned to more than one school shall be arranged so that they provide reasonable time for interschool travel.
2. Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one building per day shall be reimbursed each year of the agreement for all such travel at the IRS Car Mileage Costs rate as published by the IRS in January of that calendar year.
3. Employees will not have to maintain odometer readings for known established distances between buildings and these distances shall be determined through Joint Road Audits or from a review of existing established distances provided by the Superintendent.

G. SUMMER ASSIGNMENTS

Reading specialists, librarians, and guidance personnel shall be paid per diem for any work done during summer assignments. All other personnel will be paid the agreed upon hourly rate as set forth in SECTION D.

Reading specialists, librarians, and guidance personnel asked to work during the summer months shall be notified by June 1.

Child Study Team members shall be paid per diem during the summer assignments with the exception of case work as defined in Article XXII, Section D, 1c.

H. TEMPORARY LEAVES OF ABSENCE

1. All temporary leaves of absence with or without pay are granted by the Superintendent of Schools or his/her designee and, except in emergencies, must be requested and approved in advance.
2. Employees may be granted up to five (5) days, leave for a death in the immediate family. Immediate family shall consist of husband or wife, mother, father, parents-in-law, brother, sister, child, or any person standing in loco parentis.

Such leave shall not be deducted from sick leave.

3. Absence of an employee due to an injury which is compensable under the New Jersey Workers' Compensation Act shall not be considered as part of sick leave.

4. An employee absent on jury duty shall not be required to deduct such absence from sick leave. Such employee shall be reimbursed the difference between their prevailing rate of pay and amounts received for jury service.
5. An employee required by the Board to attend a court of law on school related matters shall be reimbursed full pay. An absence for such reason shall not be considered a part of personal days.
6. Absence for personal business, as approved by the Administration, such as settlement of house, death of distant member of the family or friend, or accident, shall not exceed five (5) days during the school year for teachers and four (4) days during the contract year for secretaries. Two (2) of the five (5) days for teachers and one (1) of the four (4) days for secretaries are to be approved without the teacher/secretary providing specific reasons, however, no personal days without reason may be used immediately before or after a holiday. Absences in excess of five (5) days for teachers or four (4) days for secretaries shall be with pay at the discretion of the Superintendent or his/her designee.

The term "personal business" connotes a serious personal situation that cannot be handled outside of school hours.

Personal days may be utilized for attendance at any type of judicial proceedings or in connection with religious holidays when the laws of the religion prohibit working on that specific day or when it is not possible to fulfill religious obligations connected with a holiday outside of school hours.

The days specified herein for personal leave shall not be cumulative if not used in the year granted, except in those conditions listed below. Personal leave may be used for illness in the year granted, provided that such employee has exhausted his/her annual sick leave and all accumulated sick leave. Unused personal leave may also be used in future years for illness, provided that such employee has exhausted all his/her annual sick leave and all accumulated sick leave. However, from and after July 1, 1977, any unused personal leave accruing after such date (which is herein made eligible for use in future years for illness where the employee has exhausted all annual and accumulated sick leave) shall not be deemed "accumulated unused sick leave," as defined in SECTION C, for purposes of any future legislation mandating payment by the Board on retirement or otherwise for accumulated unused sick leave. It is the intention of this subparagraph that from and after July 1, 1977, separate record shall be maintained for "unused personal days" which accrue after July 1, 1977, and are eligible for use in future years for illness in the event that an employee has exhausted all annual and accumulated sick leave, but that such a record of "unused personal days" shall in no event be deemed to be "accumulated unused sick leave" for the purpose of such legislation.

I. EXTENDED LEAVES OF ABSENCE

1. A female employee may utilize credited sick leave days for disability due to pregnancy, childbirth and recovery. Use of such sick leave for disability may be for a period up to eight weeks before and/or after delivery. Such employee shall have the option of requesting and shall be granted leave for a similar period without pay.

2. a. A teacher under tenure who wishes a child care leave following the adoption of a pre-school age child(ren) or birth of such teacher's child may request and shall be granted such leave without pay for up to one (1) and one-half (1/2) years and shall return on the first day of any marking period within that period of time.
- b. A secretary under tenure who wishes a child care leave following the adoption of a pre-school age child(ren) or birth of such secretary's child may request and shall be granted such leave without pay for up to one (1) and one-half (1/2) years and shall return on the first day of any month within that period of time.
3. A non-tenured employee who wishes a child care leave following the adoption of a pre-school age child(ren) or birth of such employee's child may apply for and shall be granted such leave without pay for the remainder of the school year in which the leave starts.

Such leave shall not extend beyond the end of the employee's contract for the school year in which leave is granted, nor shall the granting of such leave constitute a promise of reemployment for the following school year.

Determination of whether the non tenured employee on such leave will be reemployed for the following year will be made on, or prior to, April 30 for teachers, May 30 for secretaries. The time for which such leave is granted shall not count toward fulfillment of the time requirements for acquiring tenure.

4. a. The Superintendent shall be notified of a pregnancy by the end of the sixth month. At least sixty (60) days before the due date the employee shall notify the Superintendent of the option or combination of options outlined above that the employee plans to exercise.
- b. An employee shall not be reassigned to work until after the presentation of medical certification of capability to perform necessary duties if such certification is requested by the Superintendent.
- c. If an employee decides not to return from a child care leave, the employee shall notify the Superintendent by giving written notice of resignation at least sixty (60) days before the leave expires.

J. SABBATICAL LEAVES OF ABSENCE

1. A teacher may, on recommendation of the Superintendent, be granted sabbatical leave of absence for purpose of approved study, travel, or health for a period not exceeding one year if the teacher has been continuously employed by the Board for a period of at least seven (7) years.
2. A teacher on sabbatical leave shall receive one half of the annual salary to which she/he would have been entitled had she/he remained in the school system during that period.
3. Requests for sabbatical leave of absence shall be made to the Superintendent before November 1 for each school year. Teachers so requesting sabbatical leave shall be notified of the Board's action on the request by January 1.

4. Prior to commencing the sabbatical leave, a teacher shall enter into a contract for return to active service in the district for a period of at least two (2) years after expiration of such leave. Such contract shall provide for the return of all money received while on sabbatical leave plus six percent (6%) interest in the event that teacher does not return to active service, provided, however, that such reimbursement shall not be required where the failure is due to pregnancy, total incapacity or other incapacity of a physical or mental nature. A determination concerning such return of funds received while on sabbatical leave shall be within the sole discretion of the Board.
5. A teacher returning from sabbatical leave shall be placed on the step on the salary schedule she/he would have attained had she/he remained in the district. Any additional benefits granted to regular teachers shall automatically apply to a teacher on sabbatical leave.
6. Seven (7) teaching years must have passed since a prior sabbatical leave in order for a teacher to become eligible for a second sabbatical leave.
7. Before any teacher becomes entitled to a second sabbatical leave, eligible teachers who have never received sabbatical leave will be given preference.
8. All programs of study in which teachers are enrolled shall be approved by the Superintendent and the Board in writing and shall be successfully undertaken within the sabbatical leave. However, these may be completed after the termination of the sabbatical.

K. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. Tuition costs incurred by teachers shall be reimbursed by the Board of Education under the following terms and conditions:
 - a. Tuition costs eligible for reimbursement must be for courses in the field of education or in the current subject being taught by a teacher. In addition, courses not in the field of education or not in the subject area being taught by a teacher, but closely related, may be approved for reimbursement at the sole discretion of the Superintendent or his/her designee. Courses taken for which reimbursement is requested must be approved by the Superintendent or his/her designee in advance of enrollment. Reimbursement will not be made until satisfactory evidence of having received a passing grade is presented.
 - b. Reimbursement for actual tuition costs incurred by a teacher shall be limited to the total tuition costs for twelve (12) graduate credit hours in effect in the New Jersey State College System.
 - c. The date on which a course is completed will determine the contract year in which the credits will be applicable for reimbursement.
 - d. Nontenured teachers shall be eligible for reimbursement at the level set forth in Subsection 2 above, for tuition costs incurred for graduate credits earned during a period after the award of a first-year contract, but prior to the commencement

of work under a tenure contract; provided, however, such reimbursement shall not be payable to such teacher unless and until said teacher has commenced work under a tenure contract.

- e. Upon satisfactory compliance by the teacher with all of the terms and conditions set forth in the preceding subsections, such teacher shall be paid his/her reimbursement entitlement on either October 1 for the prior Spring and Summer course work taken, or April 1 for the prior Fall course work taken; provided that the teacher is still in the employ of the Board on such date. Such payment shall be further conditioned on said teacher remaining in the employ of the Board for the remainder of the current school year. In the event that such teacher shall leave the employ of the Board prior to the expiration of the school year in which such reimbursement entitlement has been paid, such teacher shall be obligated to refund to the Board the entire reimbursement entitlement paid to him/her during such school year, and for such purpose, the Board shall be empowered to deduct said sum from such teacher's salary payments.
- f. No teacher shall be eligible for tuition reimbursement in connection with tuition costs incurred which are paid by the Veteran's Administration or any other outside agency.
- g. A WTEA/Administration professional development committee will convene as necessary but not less than twice per year to review professional development activities for district credit towards lane changes.

- 2. Tuition costs incurred by a secretary shall be reimbursed by the Board of Education under the following terms and conditions:

Tuition costs eligible for reimbursement must be for courses in the field of employment. In addition, courses not in the field of employment, or closely related, may be approved for reimbursement at the sole discretion of the Superintendent or his/her designee. Courses taken for which reimbursement is requested must be approved by the Superintendent or his/her designee in advance of enrollment. Reimbursement will not be made until satisfactory evidence of having received a passing grade is presented.

Reimbursement for actual tuition costs incurred by a secretary shall be limited to the total tuition costs of twelve (12) credit hours per year, reimbursed at the New Jersey State College aggregated rate.

- 3. Upon finalization of the N.J. Professional Standards Board's plan for implementation of the Continuing Education Program, meetings shall be held between representatives of the Board of Education and the W.T.E.A. to determine the application of these standards to the district. Discussions shall include, but not be limited to; the use of existing Professional Days and time spent on various planning committees, employee release time for such committee work, and any other considerations deemed appropriate by the W.T.E.A. and the Washington Township Board of Education.

L. PROTECTION OF EMPLOYEE

1. ASSAULT UPON AN EMPLOYEE

The Board shall reimburse an employee for damage or destruction to his/her clothing, or other personal property which is on school property with the knowledge and prior written approval of the Building Principal, sustained as a result of an unprovoked assault while the employee is acting within the course of his/her employment. The employee shall forthwith file a written report with the Building Principal or --immediate supervisor detailing the assault and the property loss involved. Reimbursement shall be based on depreciated value of the property damaged or destroyed and it shall not exceed the amount of \$100 or the employee's insurance deductible, if any, whichever is the lesser.

Damage or destruction to motor vehicles is not reimbursable.

ARTICLE XXIII - DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2004, and shall continue in effect until June 30, 2007. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereby have caused the Agreement to be signed by their proper officers and their corporate seals to be affixed hereto this 24th day of August 2004.

WASHINGTON TOWNSHIP BOARD OF EDUCATION

Margaret F. Meehan, Board Secretary

Charles M. Earling, Jr., President

WASHINGTON TOWNSHIP EDUCATION ASSOCIATION

William Fallon, President

Marie Blistan, Vice President

SCHEDULE A

WASHINGTON TOWNSHIP 2004-2005 SALARY GUIDE – TEACHERS

Step		BA	BA +15	BA +30	MA	MA +15	MA +30	PHD.
A	1	39,216	40,066	40,916	41,766	42,616	43,466	44,316
B	2	39,416	40,266	41,116	41,966	42,816	43,666	44,516
C	3	39,716	40,566	41,416	42,266	43,116	43,966	44,816
D	4-5	40,021	40,871	41,721	42,571	43,421	44,271	45,121
E	6-7	40,621	41,471	42,321	43,171	44,021	44,871	45,721
F	8-9	41,561	42,411	43,261	44,111	44,961	45,811	46,661
G	10	42,365	43,215	44,065	44,915	45,765	46,615	47,465
H	11	43,961	44,811	45,661	46,511	47,361	48,211	49,061
I	12	46,506	47,356	48,206	49,056	49,906	50,756	51,606
J	13	49,465	50,315	51,165	52,015	52,865	53,715	54,565
K	14	53,992	54,842	55,692	56,542	57,392	58,242	59,092
L	15	58,967	59,817	60,667	61,517	62,367	63,217	64,067
M	16	65,600	66,450	67,300	68,150	69,000	69,850	70,700

WASHINGTON TOWNSHIP 2005-2006 SALARY GUIDE – TEACHERS

Step		BA	BA +15	BA +30	MA	MA +15	MA +30	PHD.
A	1	40,851	41,751	42,651	43,551	44,501	45,451	46,401
B	2	41,051	41,951	42,851	43,751	44,701	45,651	46,601
C	3	41,351	42,251	43,151	44,051	45,001	45,951	46,901
D	4	41,651	42,551	43,451	44,351	45,301	46,251	47,201
E	5-6	42,096	42,996	43,896	44,796	45,746	46,696	47,646
F	7-8	42,996	43,896	44,796	45,696	46,646	47,596	48,546
G	9-10	43,936	44,836	45,736	46,636	47,586	48,536	49,486
H	11	45,540	46,440	47,340	48,240	49,190	50,140	51,090
I	12	48,062	48,962	49,862	50,762	51,712	52,662	53,612
J	13	50,906	51,806	52,706	53,606	54,556	55,506	56,456
K	14	55,565	56,465	57,365	58,265	59,215	60,165	61,115
L	15	61,017	61,917	62,817	63,717	64,667	65,617	66,567
M	16	67,700	68,600	69,500	70,400	71,350	72,300	73,250

SCHEDULE A – continued

WASHINGTON TOWNSHIP 2006-2007 SALARY GUIDE – TEACHERS

Step		BA	BA +15	BA +30	MA	MA +15	MA +30	PHD.
A	1	42,803	43,728	44,653	45,578	46,578	47,578	48,578
B	2	43,053	43,978	44,903	45,828	46,828	47,828	48,828
C	3	43,303	44,228	45,153	46,078	47,078	48,078	49,078
D	4	43,603	44,528	45,453	46,378	47,378	48,378	49,378
E	5	43,903	44,828	45,753	46,678	47,678	48,678	49,678
F	6-7	44,449	45,374	46,299	47,224	48,224	49,224	50,224
G	8-9	45,399	46,324	47,249	48,174	49,174	50,174	51,174
H	10-11	47,038	47,963	48,888	49,813	50,813	51,813	52,813
I	12	49,666	50,591	51,516	52,441	53,441	54,441	55,441
J	13	52,461	53,386	54,311	55,236	56,236	57,236	58,236
K	14	57,106	58,031	58,956	59,881	60,881	61,881	62,881
L	15	63,450	64,375	65,300	66,225	67,225	68,225	69,225
M	16	69,800	70,725	71,650	72,575	73,575	74,575	75,575

SCHEDULE B

LONGEVITY

YEAR	DOLLAR AMOUNT
23	\$ 500
24	\$1,100
25	\$1,800
26	\$2,400
27+	\$3,500

SCHEDULE C

WASHINGTON TOWNSHIP 2004-2005 SALARY GUIDE – SECRETARIAL

10-month EMPLOYEES

<u>STEP</u>	<u>SECRETARY IV</u>	<u>SECRETARY III</u>	<u>SECRETARY II</u>
1	22,388	24,327	25,929
2	22,554	24,493	26,096
3	22,721	24,660	26,262
4	23,255	25,105	26,707
5	25,044	27,475	29,077
6	25,772	28,272	29,982
7	26,519	29,092	30,694
8	29,495	32,199	33,801

WASHINGTON TOWNSHIP 2005-2006 SALARY GUIDE – SECRETARIAL

10-month EMPLOYEES

<u>STEP</u>	<u>SECRETARY IV</u>	<u>SECRETARY III</u>	<u>SECRETARY II</u>
1	23,830	25,765	27,441
2	23,996	25,932	27,608
3	24,163	26,098	27,775
4	24,330	26,265	27,941
5	26,202	28,744	30,420
6	26,962	29,578	31,273
7	27,744	30,436	32,113
8	30,857	33,686	35,363

WASHINGTON TOWNSHIP 2006-2007 SALARY GUIDE – SECRETARIAL

10-month EMPLOYEES

<u>STEP</u>	<u>SECRETARY IV</u>	<u>SECRETARY III</u>	<u>SECRETARY II</u>
1	26,095	28,724	30,458
2	26,345	28,974	30,708
3	26,595	29,224	30,958
4	26,845	29,474	31,208
5	27,095	29,724	31,458
6	27,882	30,587	32,340
7	28,690	31,474	33,208
8	31,909	34,835	36,569

SCHEDULE C – continued

WASHINGTON TOWNSHIP 2004-2005 SALARY GUIDE – SECRETARIAL

12-month EMPLOYEES

STEP	SECRETARY IV	SECRETARY III	SECRETARY II
1	26,866	29,193	31,116
2	27,066	29,393	31,316
3	27,266	29,593	31,516
4	27,907	30,127	32,050
5	30,055	32,971	34,894
6	30,927	33,928	35,872
7	31,824	34,912	36,835
8	35,395	38,640	40,563

WASHINGTON TOWNSHIP 2005-2006 SALARY GUIDE – SECRETARIAL

12-month EMPLOYEES

STEP	SECRETARY IV	SECRETARY III	SECRETARY II
1	28,597	30,919	32,931
2	28,797	31,119	33,131
3	28,997	31,319	33,331
4	29,197	31,519	33,531
5	31,443	34,494	36,506
6	32,356	35,496	37,530
7	33,294	36,525	38,537
8	37,030	40,425	42,437

WASHINGTON TOWNSHIP 2006-2007 SALARY GUIDE – SECRETARIAL

12-month EMPLOYEES

STEP	SECRETARY IV	SECRETARY III	SECRETARY II
1	31,315	34,470	36,551
2	31,615	34,770	36,851
3	31,915	35,070	37,151
4	32,215	35,370	37,451
5	32,515	35,670	37,751
6	33,460	36,706	38,809
7	34,429	37,770	39,851
8	38,293	41,804	43,884