

AGREEMENT

Between the

Board of Education of Waterford Township
The County of Camden

And the

Waterford Township Education Association
Certified Staff Contract-

2020-2023

TABLE OF CONTENTS

I.	RECOGNITION	3
II.	NEGOTIATION OF SUCCESSOR AGREEMENT	3
III.	GRIEVANCE PROCEDURE.....	3
IV.	TEACHER RIGHTS.....	8
V.	ASSOCIATION RIGHTS.....	9
VI.	TEACHERS SIGN IN PROCEDURE.....	9
VII.	SICK LEAVE	10
VIII.	TEMPORARY LEAVES OF ABSENCE	10
IX.	EXTENDED LEAVES OF ABSENCE.....	11
X.	NON-TEACHING DUTIES	15
XI.	TEACHER EMPLOYMENT	16
XII.	TEACHER EVALUATIONS	16
XIII.	LETTER OF INTENT	16
XIV.	FACULTY COUNCIL	16
XV.	PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	17
XVI.	PROTECTION OF TEACHERS AND PROPERTY	17
XVII.	PERSONAL FREEDOM.....	18
XVIII.	TEACHER FACILITIES	18
XIX.	TEACHER WORK YEAR	18
XX.	TEACHER AND STUDENT DAY	19
XXI.	TEACHER CONFERENCES	19
XXII.	MISCELLANEOUS PROVISIONS.....	19
XXIII.	AGENCY FEE.....	20
XXIV.	INSURANCE PROVISIONS	21
XXV.	MANAGEMENT RIGHTS	22
XXVI.	PROCEDURE FOR WITHHOLDING INCREMENTS	22
XXVII.	WORK CONTINUITY.....	22
XXVIII.	PAYMENT OPTION.....	23
XXIX.	HOURLY RATE, STIPENDS AND GUIDE.....	23
XXX.	FULLY BARGAINED AND DURATION OF AGREEMENT	25

PREAMBLE

THIS AGREEMENT entered into this 1st day of July 1, 2020, 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, speech/language specialist, counselors, and child study team (L.D.T.C, school psychologist, social worker) and Licensed Professional Counselor.

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, et seq., in good faith effort to reach an agreement on all matters concerning the terms and conditions of certified personnel 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. Level I- Informal Discussion

Any unit member who has a grievance shall discuss it informally and confidentially with the school principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

2. Level II- Written Response

- a. If, as a result of the discussion, the matter remains unresolved, the Association shall, within ten (10) school days, submit the grievance, in writing, to the principal/ immediate supervisor specifying
 - 1) The nature of the grievance;
 - 2) The nature of the extent of the injury, loss or inconvenience;
 - 3) The results of previous discussions; and
 - 4) The Association's dissatisfaction with decisions previously rendered
- b. The principal/immediate supervisor shall communicate a decision to the unit member or Association, in writing, within five (5) school days of receipt of the written grievance.

3. Level III- Appeal to Superintendent

- a. Within five (5) school days, after receipt of the decision, the unit member or Association may appeal the principal's/ immediate supervisor's decision to the Superintendent of Schools. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal/ immediate supervisor as specified above and the discussion with the decision(s) previously rendered.
- b. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision, in writing, to the unit member and to the Association.

4. Level IV- Board Hearing

- a. If the grievance is not resolved to the unit member's or Association's satisfaction, the Association may request a review by the Board of Education. The request shall be submitted within ten (10) school days after receipt of the Superintendent's decision.
- b. The Board or a committee thereof, shall review the grievance and may, at the option of the Board, hold a hearing with the unit member or Association. A decision, in writing, will be rendered within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the unit member or Association, whichever comes later.
- c. The Superintendent of Schools shall attach all related papers and forward the request to the Board of Education.

5. Level V- Request for Arbitration

If the unit member or Association is dissatisfied with the decision of the Board of Education, the Association may request the appointment of an arbitrator; however, the decision of the Board of Education is final and binding concerning the grievances as follows:

- a. any matter for which a method of review is prescribed by law
- b. any rule or regulation of the State Commissioner of Education
- c. any by-law, rule, regulation and/or policy of the Board of Education
- d. any matter which according to law is either beyond the scope of the Board's authority or limited to unilateral action by the Board alone

- e. a complaint of a non-tenured teacher which arises by reason of his/her not being re-employed
- f. a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.

6. Procedures for securing the services of an arbitrator:

- a. A request shall be made to the American Arbitration Association or Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The request for arbitration shall be made by the Association within forty (40) calendar days of when the Board received the grievance or within forty (40) calendar days following the Board hearing, if any, whichever occurs later.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that the American Arbitration Association or Public Employment Relations Commission submit a second roster of names.
- c. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association or Public Employment Relations Commission may be requested, by either party, to designate an arbitrator.
- d. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/She can add nothing to nor subtract anything from the agreement, the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitration hearing.

7. Costs

- 1. Each party will bear the total cost incurred by themselves.
- 2. The fees and expenses of the arbitrator shall be shared by the Board and the Association
- 3. If time is lost by any unit member due to arbitration proceedings necessitating the retention of a substitute, the Board of Education

will pay only the cost of the substitute. The time lost by the unit member must either be without pay or charged to personal time. However, if the arbitrator rules in favor of the unit member and directs that pay or personal time be restored wholly or in part, the board shall comply accordingly.

8. No unit member, Association representative, Board Member, member of the Administration, witness or any other participant in a grievance procedure shall suffer reprisals in any way or suffer professional disadvantage by reason of participation in the processing of any grievance.

D. GROUP GRIEVANCE

If, in the judgement 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 the authority to act on the grievance. A group grievance shall be filed within (12) school days, 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 a personnel file of any of the participants while the matter is pending. Final decisions shall be placed in the personnel file.

1. 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 appeal a grievance to the next step within the specified time limits shall be deemed waiver of further appeal of the decision.
2. 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 effect thereof shall have been duly determined.
3. 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. In the event one of the parties is on an excused absence, the time

limits may be extended by mutual consent.

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 Business Administrator (the parties recognize that the business office maintains a separate file regarding payroll and benefit materials).
 - 1. Employees shall have the right, upon twenty four (24) hours notice, to review the contents of their personnel file under the supervision of an administrator or a designee thereof. If there is any material in the personnel file which the employee believes to be derogatory, the employee 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 school 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.
- C. Notwithstanding the foregoing board reserves the right to implement a system whereby employees shall indicate their presence for duty in any manner established by the board, whether it be manual, mechanical, electrical, electronic or otherwise.

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 exhausted, pay will no longer be received for days lost due to illness. Teachers steadily employed, but on a part-time basis, shall be afforded sick leave days on a pro rata basis. The teacher shall present, at the request of the superintendent's office, a doctor's note for the use of sick time, in excess of three (3) consecutive school days.
2. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 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:

2020-2021	\$75.00 per day 160 day cap
2021-2022	\$75.00 per day 160 day cap
2022-2023	\$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 (I) year notice above mentioned he or she may not be reimbursed until July I of the following year.

B. In the event of an injury or illness of an Association Member's spouse, child, parent, father-in-law, mother-in-law, and any other co-habitor of the immediate household, the Association Member shall receive two (2) days leave. This limit may be extended by the Superintendent at his/her sole discretion upon the request by the Association Member. The required doctor/nurse note will be submitted within ten (10) working days, as a requirement of being paid for the days.

VIII. TEMPORARY LEAVES OF ABSENCE

- ### A. Teachers shall be eligible to receive four (4) days personal leave without loss of

pay. Application should be made to the immediate supervisor three (3) school 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 leave unless application is made less than three (3) working days in advance. No other time off shall be permitted, except as defined herein, without the written consent of the Chief School Administrator. Only one (1) personal leave day may be taken on the day before OR the day after a holiday or holiday period, but not both, unless advance approval is granted by the Superintendent.

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

- 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. Death in Family
 - 1. Teachers will be excused from duty with pay for a maximum of two (2) days in the event of death of a grandparent, an aunt or uncle, brother-in-law, sister-in-law, cousin, niece, or nephew.
 - 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, civil union partner child, stepchild, parent or stepparent, said days to be used within fifteen (15) days of death.
- 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. A leave of absence, without pay, for one or two full school-years shall be granted to any teacher who join the Peace Corps., VISTA, National Teacher Corps, or serve as exchange teachers or overseas teachers and are full time participants in either of such programs or accept a Fulbright Scholarship. Applicants shall submit requests, in writing, sixty (60) days in advance.

- B. Any unit member under contract with the Board in military service of his/her country shall be placed on military leave of absence in accordance with the statutes of the State of New Jersey (section 18A:6-33) and the ruling of the Attorney General for such time as the unit member shall remain in military service. The unit member shall, upon written application, be entitled to reemployment in the original or similar position together with the necessary salary adjustment to which he/she is entitled by virtue of his/her combination of military service and teaching experience provided, if applicable:
1. The unit member makes such application for reemployment within ninety (90) days after release from the military service;
 2. The separation from military service shall be any type other than dishonorable;
 3. That in computation of salary benefits, the unit member shall be entitled to increments based upon either his/her military service or the crediting of such service but in no circumstance to be granted double increments for the same period of time.
 4. Further, that at the time of applying for reinstatement, the unit member provides acceptable proof of his/her military service and of his/her type of separation as required by the Statutes of the State of New Jersey (Section 18A:6-33) and the interpretations thereof by the Attorney General. During the period of such military service, the Board shall pay the unit member his/her pension annuity contribution in accordance with legal requirements which shall be adjusted annually in accordance with the automatic increments of the particular salary schedule then in full force and effect. Nothing contained above shall in any way be construed as to prevent the Board from considering the needs of the district at the time the unit member applies for reinstatement or to require the Board to re-employ a unit member returning from military leave when the circumstances have dictated a reduction in force and all remaining unit members have seniority due to tenure. In such instance, the particular unit member shall be placed on a waiting list in accordance with his/her rank. Time spent by a unit member in military service may count towards salary and toward meeting the requirements for permanent certification but shall not count as time credited toward tenure. Time spent by a unit member in military service may count toward salary.
- C. A leave of absence, without pay, for up to two (2) years may be granted for the purpose of caring for a sick member of the unit member's immediate family or a member of the household for whom the unit member is legally receiving and income tax deduction.

- D. All benefits to which the unit member was entitled to at the time that his/her leave of absence commenced, including unused accumulated sick leave eligibility, shall be restored to him/her upon his/her return; and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- E. All applicants for extensions or renewals of leaves of absence less than the maximum provided in the leave policy shall be applied for, in writing, and a decision shall be rendered in writing. Additional leave may be granted at the discretion of the Board.
- F. Disability Leave
 - 1. A unit member who anticipates a disability shall notify his/her immediate supervisor, in writing, of the anticipated commencement of the disability as soon as the unit member knows of it. All benefits to which a unit member was entitled to at the time of the leave of absence commenced, including unused accumulated sick leave, shall be restored upon return; and every effort shall be made to assign the unit member to the same position which was held at the time said leave commenced, if available.
 - 2. In the case of pregnancy, the unit member shall inform her supervisor of the anticipated delivery date.
 - a. No Later than sixty (60) calendar days prior to anticipated delivery date, the unit member shall request a leave of absence while she is disabled for which accumulated sick leave may be utilized.
 - b. Unless a medical certificate is provided to the contrary, it shall be presumed that the pregnant unit member's period of disability shall commence thirty (30) calendar days prior to the delivery date of her child(ren) and terminate thirty (30) calendar days subsequent to the delivery of said child(ren).
 - c. When this occurs, a unit member who is placed on disability leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and rules of insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits. Whenever possible, the Board will permit the immediate return of a unit member whose disability terminates within forty-five (45) calendar days of said delivery.

- d. Following the grant of such leave to any unit member, the commencement and termination dates thereof may be further extended or reduced, for medical reasons, upon application by the unit member to the Board.
- e. It is the intent of the Board and the Association to abide by all Federal and State Statutes, and Federal and State judicial decisions as they may pertain to the unalterable rights of either the unit member or the employer.

G. Child Care Leaves

- 1. A leave of absence, without pay, for up to one (1) year shall be granted for child rearing for all unit members under the negotiated agreement. Leave granted for child care leave shall be charged against the unit member's entitlement, if any, under the New Jersey Family Leave Act or the Federal Family and Federal Medical Leave Acts, whichever is applicable.
 - a. All leaves granted to non-tenured teachers shall terminate at the end of the school year in which they began. The granting of such leaves to non-tenured teachers does not obligate the Board to continue the employment of these teachers for the following school year.
 - b. Notwithstanding the above, a unit member may return to work immediately upon completion of a leave of absence taken pursuant to the Federal or State Family Leave Acts.
- 2. A unit member desiring an unpaid child care leave shall apply no less than sixty (60) calendar days before the anticipated date for commencing child care leave.
- 3. If a ten (10) month unit member has been employed for part of the school year, an increment of service shall not be granted unless the unit member has been under contract with the Board of Education of Waterford Township for at least ninety three (93) days. If a twelve (12) month unit member has been employed for part of the school year, an increment of service shall not be granted unless the unit member has been under contract with the board of education of Waterford Township for at least one hundred and thirty (130) days.
- 4. A unit Member on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits, except as statutorily required.

5. A unit member on an unpaid leave of absence must notify the Superintendent by March 1st of his/her intention to return to work or extend his/her leave, if eligible, if the employee fails to notify the Superintendent, in writing, by March 1st of his/her intent, the superintendent will notify the employee and the Association by April 15th to eliminate the possibility of a loss in job status.

- H. The Board of Education, at its option, may grant a leave of absence, with or without pay, upon application by the employee. The Decision to grant or not to grant shall not be precedent setting.

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 forty- five (45) minute duty-free lunch period as prescribed by the State Department of Education four (4) days a week as assigned.
2. Teachers shall be required to supervise playground or lunches on a rotating basis as assigned by their respective Building Principals, one (1) day per week for fifteen minutes. (This shall not affect the Teachers' thirty (30) minutes for duty-free lunch in advance of the supervised activity obligation."
3. All teachers not assigned the supervised activity obligation on a rotating basis as set forth herein, shall have a thirty (30) minute duty free lunch during each school day. (i.e. CST members, OT, PT, speech personnel, Nurses, Coaches, and any teachers that travel between buildings.
4. 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.

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, unless, as a result of special circumstances, the Superintendent determines otherwise upon Board approval.
- B. Any reduction in force or retiring thereafter shall be by seniority in accordance with the New Jersey Statutes and New Jersey Administrative Code. If recalled, the employee will return to the step on the guide that they previously held along with any other benefits previously held

XII. TEACHER EVALUATIONS

- A. Evaluations will be in accordance with Achieve NJ Regulations

XIII. LETTER OF INTENT

- A. All non-renewals shall proceed in accordance with the requirements set forth in N.J.S.A. 18A:27-10 et seq.

XIV. FACULTY COUNCIL

- A. The parties shall select a faculty council which shall meet quarterly (or in case of emergency) 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 the equivalent of two (2) graduate courses (at Rowan University's rate) per teacher for graduate courses undertaken by a teacher during this agreement with a \$20,000 total cap for the entire district on course reimbursement per year over the course of all three years of this agreement to be divided between the Summer, Fall and Spring Semesters. 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.
- C. Any employee who receives tuition reimbursement must remain in the district two (2) years after receiving reimbursement, or must refund the reimbursement received in the aforesaid two (2) year period prior to separation, except in the following circumstances:
 - 1. Serious illness of a teacher or family member of the teacher's immediate family as certified by a physician where the teacher is required to render care to the member of the immediate family.
 - 2. Any verified personal, unforeseen emergency necessitating termination of employment and providing no other employer as a teacher.
 - 3. Death of an employee.
 - 4. Retirement, nonrenewal or termination of employment by the District.

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. Staff Members must follow District Policy 3282- "Use of Social Networking Sites"

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. Child Study Team members, including the preschool social worker, will work the Teachers school year, however their work day is 7.5 hours @185 days. Child Study Team summer hours will be at the direction of the Director of Special Services and paid at the rate of \$50 per hour.
 - 1. The Child Study Team members, including the preschool social worker, will be considered 1.1 FTE for salary compensation due to the additional hours each day that they work.
- C. The day before Christmas and Thanksgiving Break, all staff is allowed to leave when students dismiss. In return, all Certified Staff will be available and hold 1 evening conference during parent teacher conferences.
- D. ALL CERTIFIED STAFF MUST ATTEND Back to School Night as set forth

herein. This requirement shall take the place of 1 of the 2 required monthly meeting.

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 thirty (30) minutes. The Teachers workday will start ten (10) minutes prior and end five (5) minutes after the student day. The start and end time of each school shall be determined by the Superintendent.

XXI. TEACHER CONFERENCES

- A. For all schools there shall be three (3) parent teacher conference days in the fall. Two days will have an afternoon schedule and one day will have an evening schedule. Conference days will have an abbreviated student day.
 - 1. On afternoon conference days, there will be an early dismissal for students (time to be determined by the administration) All certified staff will remain for two and one half (2 ½) hours after student dismissal for parent conferences.
 - 2. On the evening conference day, there will be an early dismissal for students (time to be determined by administration) All certified staff will be dismissed with the students and will return to conduct evening conferences from 5:30pm - 8:30pm.
- B. In all buildings, conference days are subject to the following conditions:
 - 1. All certified staff will ensure that all requested conferences are held within the established time frame.
 - 2. An administrator will be available in the Building for all scheduled parent conferences.

XXII. 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 contact 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 two (2) preparation periods they shall be compensated \$30.00 (Article XXIX) for each subsequent lost preparation time. Payment begins on the 3rd missed prep period and lost preparation times need not be consecutive but rather cumulative.
- F. The board agrees to pay each certified employee \$125.00 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 to pay each teacher, presenting at an In-Service, 2 hours of preparation time for each hour of presentation time (which shall be prorated if less time is expended) at the standard hourly rate of \$36.00 per hour for non-pupil time as determined in section XXIX. The actual presentation time, during school hours, will not earn extra compensation.
- 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.

XXIII. 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.

XXIV. INSURANCE PROVISIONS

- A. The Board will offer complete individual coverage and family coverage as per the benefits listed in Appendix A (Health & Prescription Insurance) throughout the term of this agreement. Employee share of medical premium contributions shall remain and be deducted as set forth in P.L. 2011 Chapter 78 and will continue at the Tier 4 (four) level. Employees electing, or required to elect, the NJ Educators Health Plan (NJEHP) or the Garden State Health Plan (GSHP) plan as established by the enacted “Chapter 78 Relief Bill” (S-2273/A-20) will contribute in accordance with the schedule included in law.
- 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. 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.
- D. 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.
- E. 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 on December 15 and June 15.

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.

- F. Return to the benefits plan for reasons other than change of status is subject to the terms of the carrier.

XXV. MANAGEMENT RIGHTS

The board reserves the right unto itself sole jurisdiction and authority over matters of policy, and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable law and regulations:

1. To direct employees of the school district;
2. To hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take disciplinary actions against employees with just cause;
3. To maintain efficiency of the school district operations entrusted to them;
4. To determine methods, means and personnel by which such operations are to be conducted and
5. To establish reasonable work rules; and
6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

XXVI. PROCEDURE FOR WITHHOLDING INCREMENTS

Matters of increment withholding shall proceed with state law

XXVII. 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.

XXVIII. 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.

XXIX. HOURLY RATE, STIPENDS AND GUIDE

- A. HOURLY RATE:
 - 1. Non-pupil contact rate shall be \$36.00 including, but not limited to, curriculum writing, teachers attending summer child study team IEP meetings, school safety and presentation preparation.
 - 2. Pupil contact rate shall be \$50.00 including, but not limited to, extended school year, RTI program, Homebound and summer student testing.
 - 3. CST summer hours will be at the direction of the Director of Special Services and paid at the rate of \$50 per hour.
- B. STIPENDS:
 - 1. I&RS coordinator-\$775.00

2. Team Leaders- \$750.00. Team leader stipends shall be increased to \$1000 for the 2020-21 school year only. The stipend shall be reduced to \$750 for all other years of the agreement.
3. Head Teacher Stipend- \$3,100 per year (if one head teacher) \$2,165 per year, per teacher, if there are two head teachers. No Retro pay for these stipends.
4. Stipends shall be paid annually on June 15 of the contract year.

C. MOVEMENT ACROSS THE GUIDE

Any and all lateral movements on the salary guide (i.e. BA to BA+15) shall be recommended for approval by the Superintendent twice a year. Upon notice and submittal of proof of entitlement to a lateral transfer on the salary guide such approvals will be granted thereafter on either August 1st for the Fall school session, which will take effect on September 1st, or January 1st for the Winter and Spring school session, which will take effect on February 1st subject to Board approval.

XXX. FULLY BARGAINED AND DURATION OF AGREEMENT

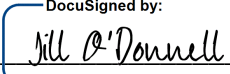
The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that this agreement represents and incorporates the complex and final understanding and settlement by the parties of all bargained issues which were or could have been the subject of negotiations.

This agreement and salary schedule shall continue in full force and effect until June 30, 2023.

Unit Member salary increases, inclusive of increments, shall be the following percentages: 2020-21: 3.3%; 2021-22: 3.2%; 2022-23: 3.1%.

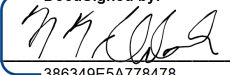
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective secretaries.

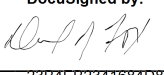
WATERFORD TOWNSHIP EDUCATION ASSOCIATION

BY:  DATE: 9/2/2021 | 11:18 AM EDT
DocuSigned by:
4388509707434FC...
 NAME: Jill O'Donnell TITLE: WTEA President

ATTEST:
 BY:  DATE: 9/15/2021 | 12:23 PM EDT
DocuSigned by:
9A902DB21E664FC...
 NAME: Candice Weidmann TITLE: WTEA Vice President

WATERFORD TOWNSHIP BOARD OF EDUCATION

BY:  DATE: 9/15/2021 | 5:50 PM EDT
DocuSigned by:
386349E5A778478...
 NAME: Michael McClintock TITLE: Board of Ed

ATTEST:
 BY:  DATE: 9/16/2021 | 10:20 AM EDT
DocuSigned by:
23B4EB2341684D8...
 NAME: Daniel Fox TITLE: Business Administrator/Board secretary