

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

**JULY 1, 2019 JUNE 30, 2022**

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**AGREEMENT**

**AGREEMENT** made this 26<sup>th</sup> day of August, 2019 between **THE BOARD OF EDUCATION OF THE TOWNSHIP OF WASHINGTON**, in the County of Warren, hereinafter referred to as "**employer**", and **THE WASHINGTON TOWNSHIP EDUCATION ASSOCIATION**, hereinafter referred to as "**representative**" for period July 1, 2019- June 30, 2022.

**PREAMBLE**

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

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

**ARTICLE I**

**RECOGNITION**

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

**ARTICLE II**

**PART-TIME STAFF**

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

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

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

### ARTICLE III

#### **SALARY SCHEDULE**

A. **SALARY** - Effective July 1, 2019 there shall be a 3.0% increase to the guide; effective July 1, 2020 there shall be a 2.9% increase to the guide; and effective July 1, 2021 there shall be a 2.9% increase to the guide. The increase is based on the agreed upon base of \$3,768,075. The guide shall be mutually developed.

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

C. **SALARY GUIDE** - The salary guide commencing July 1, 2019 and terminating June 30, 2022, applicable to certified personnel in the Washington Township School District, shall be as follows:

**2019-2020– Year 1**

Step	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60
1	50,120	51,420	52,720	54,020	55,320	56,620	57,920	59,220
2	50,520	51,820	53,120	54,420	55,720	57,020	58,320	59,620
3	50,920	52,220	53,520	54,820	56,120	57,420	58,720	60,020
4	51,320	52,620	53,920	55,220	56,520	57,820	59,120	60,420
5	52,200	53,500	54,800	56,100	57,400	58,700	60,000	61,300
6	53,080	54,380	55,680	56,980	58,280	59,580	60,880	62,180
7	54,360	55,660	56,960	58,260	59,560	60,860	62,160	63,460
8	56,740	58,040	59,340	60,640	61,940	63,240	64,540	65,840
9	59,140	60,440	61,740	63,040	64,340	65,640	66,940	68,240
10	61,540	62,840	64,140	65,440	66,740	68,040	69,340	70,640
11	63,940	65,240	66,540	67,840	69,140	70,440	71,740	73,040
12	66,340	67,640	68,940	70,240	71,540	72,840	74,140	75,440
13	68,740	70,040	71,340	72,640	73,940	75,240	76,540	77,840
14	71,140	72,440	73,740	75,040	76,340	77,640	78,940	80,240
15	73,540	74,840	76,140	77,440	78,740	80,040	81,340	82,640
16	75,940	77,240	78,540	79,840	81,140	82,440	83,740	85,040
17	78,340	79,640	80,940	82,240	83,540	84,840	86,140	87,440



2020-2021– Year 2

Step	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60
1	50,250	51,550	52,850	54,150	55,450	56,750	58,050	59,350
2	50,850	52,150	53,450	54,750	56,050	57,350	58,650	59,950
3	51,450	52,750	54,050	55,350	56,650	57,950	59,250	60,550
4	52,050	53,350	54,650	55,950	57,250	58,550	59,850	61,150
5	52,930	54,230	55,530	56,830	58,130	59,430	60,730	62,030
6	53,810	55,110	56,410	57,710	59,010	60,310	61,610	62,910
7	55,090	56,390	57,690	58,990	60,290	61,590	62,890	64,190
8	57,455	58,755	60,055	61,355	62,655	63,955	65,255	66,555
9	59,855	61,155	62,455	63,755	65,055	66,355	67,655	68,955
10	62,255	63,555	64,855	66,155	67,455	68,755	70,055	71,355
11	64,655	65,955	67,255	68,555	69,855	71,155	72,455	73,755
12	67,055	68,355	69,655	70,955	72,255	73,555	74,855	76,155
13	69,455	70,755	72,055	73,355	74,655	75,955	77,255	78,555
14	71,855	73,155	74,455	75,755	77,055	78,355	79,655	80,955
15	74,255	75,555	76,855	78,155	79,455	80,755	82,055	83,355
16	76,655	77,955	79,255	80,555	81,855	83,155	84,455	85,755
17	79,055	80,355	81,655	82,955	84,255	85,555	86,855	88,155

2021-2022 – Year 3

Step	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60
1	51,040	52,340	53,640	54,940	56,240	57,540	58,840	60,140
2	51,640	52,940	54,240	55,540	56,840	58,140	59,440	60,740
3	52,240	53,540	54,840	56,140	57,440	58,740	60,040	61,340
4	52,840	54,140	55,440	56,740	58,040	59,340	60,640	61,940
5	53,720	55,020	56,320	57,620	58,920	60,220	61,520	62,820
6	54,600	55,900	57,200	58,500	59,800	61,100	62,400	63,700
7	55,875	57,175	58,475	59,775	61,075	62,375	63,675	64,975
8	58,215	59,515	60,815	62,115	63,415	64,715	66,015	67,315
9	60,615	61,915	63,215	64,515	65,815	67,115	68,415	69,715
10	63,010	64,310	65,610	66,910	68,210	69,510	70,810	72,110
11	65,410	66,710	68,010	69,310	70,610	71,910	73,210	74,510
12	67,810	69,110	70,410	71,710	73,010	74,310	75,610	76,910
13	70,210	71,510	72,810	74,110	75,410	76,710	78,010	79,310
14	72,610	73,910	75,210	76,510	77,810	79,110	80,410	81,710
15	75,010	76,310	77,610	78,910	80,210	81,510	82,810	84,110
16	77,410	78,710	80,010	81,310	82,610	83,910	85,210	86,510
17	79,810	81,110	82,410	83,710	85,010	86,310	87,610	88,910

**D. LONGEVITY -**

1. Certified staff hired prior to July 1, 2013

Service in this District of 17 – 19 years	\$ 800/ yr.
Service in this District of 20 – 24 years	\$1,400./ yr.
Service in this District of 25 – 29 years	\$1,900 / yr.
Service in this District of 30 + years	\$2,400 / yr.

2. Certified staff hired on or after July 1, 2013

Service in this district 17 – 19 years	\$600/ yr.
Service in this district 20 -24 years	\$800/ yr.
Service in this district 25+ years	\$1000/ yr.

Longevity payments are not cumulative.

**E. CHANGE IN PREPARATION CLASSIFICATION –**

Changes in preparation classification will be as follows:

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

**F. WITHHOLDING OF SALARY INCREMENTS –**

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

18A:29-14. Withholding increments; causes; notice of appeals. Any board of education may withhold for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a recorded roll call majority vote of the full membership of the board of education. It shall be the duty of the board of education, within 10 days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. The commissioner shall consider such appeal and shall either affirm



the actions of the board of education or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals. It shall not be mandatory upon the board of education to pay any such denied increment in any future year as an adjustment increment.

Amended. L. 1968, c. 295, 13

## **G. REIMBURSEMENTS AND COMPENSATIONS**

1. **COURSE REIMBURSEMENT** -The Board will support appropriate graduate college training for permanent certified personnel to the extent of paying up to the Rutgers University or College of NJ in-state tuition rate, whichever is higher. This benefit does not extend to personnel hired to fill a leave of absence.

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

The credit limit shall be twelve (12) credits per year for each tenured certified staff member, three (3) credits per year for each non-tenured certified staff member in their first second year of employment, six (6) credits per year for each non-tenured certified staff member in each of their third and fourth years of employment. Non-tenured certified staff in their first year of employment are not eligible for course reimbursement.

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

The maximum expenditure for each school year shall be capped at \$24,000 per year. 50% of the funds shall be designated for Fall reimbursements, July 1st – December 31st. 50% of the funds shall be designated for Spring reimbursements, January 1st – June 30th. Funds budgeted, but not disbursed shall be rolled over for use during the following reimbursement period, but not carried over to the following fiscal year. In the event staff members did not receive the full reimbursement amount during the Fall period, funds from the Spring period will be utilized to provide additional reimbursement for Fall courses, provided funds are available. It is recognized that such distribution may result in certified staff members receiving less per credit than the Rutgers University/College of New Jersey/East Stroudsburg-in-state tuition rate.

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

In order for the board of education to provide to an employee tuition assistance for coursework taken at an institution of higher education or additional

compensation upon the acquisition of additional academic credits or completion of a degree program at an institution of higher education:

1. The institution shall be a duly authorized institution of higher education as defined in section 3 of P.L.1986, c.87 (C.18A:3-15.3);
2. The employee shall obtain approval from the superintendent of schools prior to enrollment in any course for which tuition assistance is sought. In the event that the superintendent denies the approval, the employee may appeal the denial to the board of education; and
3. Courses must contribute to the member's performance in this school district. Any courses taken should apply to a job description within the district in the field of education.
4. Course registration must be approved in advance by the Superintendent.
5. Courses must have been taken after the award of the last earned degree credited on the guide.
6. Course credit will be given on the salary guide only for the successful completion of the course, which may be demonstrated by an earned grade of "B" or better on a transcript submitted directly to the Superintendent by the institution in which the course was taken.
7. A change in salary guide placement will be made at the beginning of the school year following the successful completion of the course of study.
8. Summer course reimbursement will be paid only if the employee returns to work the following school year. If an employee does not return to work in September, only courses completed before June 30<sup>th</sup> of that year will be reimbursed.
9. Eligible credits (up to 12) will be reimbursed per year running from July 1<sup>st</sup> to June 30<sup>th</sup>. The last day of the semester or term will be defined by the college or university's academic calendar. The last date of the semester or term for on-line courses will be defined as the date the final grade is posted.
10. Employees must remain in the District for two (2) school years after successfully completing coursework or shall be required to reimburse the District for all funds received during the last twelve (12) months of course reimbursement. An employee whose contract is not renewed will not be responsible to reimburse the District for completed coursework. Extenuating circumstances may be considered by the Superintendent/Board to waive some portion of the reimbursement.



## **2. AFTER SCHOOL ACTIVITIES**

After school clubs and activities that are approved by the Board shall be paid at the rate of \$972.00 for up to 36 hours. Activities compensated on an hourly rate shall be paid at \$27.00 per hour. Payment to be made upon receipt of voucher. Vouchers to cover a minimum period of one (1) month.

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

If a certified staff member (excluding Art, Music, and G&T) is required by administration to coordinate an evening event, that staff member may apply for a club stipend as compensation for the time spent outside of the workday. The number of hours shall be approved on a case-by-case basis after discussion with administration. If a staff member is receiving a club stipend and the evening event is a culmination of that club or activity, no additional stipend will be given.

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

## **3. NJEA CONVENTION**

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

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

Certified staff members shall be further compensated for tutoring and home instruction given by them at a rate of \$30 per hour. For every five hours (5) of teaching the same student one hour (1) of preparation time will be paid.

## **5. MILEAGE**

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

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

2016-2019 School Years – Up to a maximum of 175 unused sick days upon retirement with a minimum of 20 years of service in the district will be remunerated at the following rates:

Days 1-75	\$40 per unused day
Days 76-150	\$45 per unused day
Days 151-175	\$50 per unused day

Retirement is defined by the provisions of T.P.A.F. or P.E.R.S. and shall not include deferred retirement.

For the purpose of budgeting un-used sick day reimbursement, an employee must notify the Superintendent, in writing, of his or her intention to retire, no later than December 1<sup>st</sup>, of the school year in which he or she intends to retire. The letter of intent is non-binding but should be submitted in good faith. Failure to meet this requirement may result in the delay of one year of the aforementioned reimbursement.

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

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

- A. 6<sup>th</sup> Grade Environmental Trip Coordinator - \$500 per trip to coordinate the trip plus \$225 to participate in the trip for a total of \$725.
- B. 6<sup>th</sup> Grade Environmental Trip Teachers/Staff - \$225 per trip.

The \$225 trip stipend shall be paid for participation in the full duration of the trip. Any adjustments of time for less than the entire trip may result in a reduction to the stipend amount. Any such reduction will be decided between the administration and the participant.

## **8. OTHER STIPENDS**

There shall be an annual stipend of \$400 for one safety patrol coordinator.

There shall be an annual stipend of \$400 for one yearbook coordinator.

## **9. CURRICULUM WORK**

Remuneration for curriculum work performed at time beyond the workday or beyond the regular school year, shall be \$30 per hour per participant for the duration of the contract.

Staff members participating in after-school instructional council meetings, shall be compensated at a rate of \$30 per hour per participant for the duration of the contract.



## ARTICLE IV

### SALARY PAYMENT PROCEDURE

A. Certified personnel that are employed on a ten-month basis shall be paid in twenty (20) equal gross pay installments.

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

C. For the 2019 -2020 school year, salary payments will be made on the 5<sup>th</sup> and 20<sup>th</sup> of September, October, November, December, January, February, March, April, and May. The June payments will be made on June 5<sup>th</sup> and on the last day of school for certified staff. When a pay day falls on or during a school holiday, vacation or weekend, certified staff members shall receive their pay checks on the last previous working day.

D. Beginning July 1, 2020, salary payments will be made on the Friday after Labor Day and the 30<sup>th</sup> of September and on the 15<sup>th</sup> and last day of October, November, December, January, February, March, April, and May. Payments for June will be made on June 15<sup>th</sup> and on the last day of school for certified staff. (In the event the last day of school for certified staff is before June 15<sup>th</sup>, staff members will receive both payments on the last day of school.) When a pay day falls on or during a school holiday, vacation or weekend, certified staff members shall receive their pay checks on the last previous working day.

E. Certified staff members shall receive their 20<sup>th</sup> paycheck of the school year on the last working day provided they have satisfactorily discharged their responsibilities, as determined by the administration.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Definitions

Any individual member or members of the staff shall have the right to appeal the

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

**B. Procedure**

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

**Level One**

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

**Level Two**

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

**Level Three**

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

**Level Four**

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



## ARTICLE VI

### HEALTH BENEFITS PROGRAM

#### A. Health Care Insurance

The employer shall provide the health-care insurance protection hereinafter set forth. The employer shall pay the full premium for individual coverage and full family coverage for all employees, as requested in accordance with the regulations of the benefits provider. Insurance premiums (hospitalization, physician, and major medical) are paid by the Board of Education. However, each year, as-set forth by P.L. 2011 Chapter 78, all employees shall contribute a portion, of their annual salary to defray the cost of health benefits.

Employee contribution payments will be based on annual premiums and deducted in equal payments from each paycheck. Payments can be paid from pre-tax dollars.

- Certified staff will be able to select from health insurance plan options.

1. For each certified staff member who remains in the employ of the employer for the full school year, the employer shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1<sup>st</sup> and ending August 31<sup>st</sup>. When necessary, payment of premiums in behalf of the certified staff member shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
2. The employer shall provide to a newly hired certified staff member a description of the health-care insurance coverage provided under this ARTICLE, as soon as available, which shall include a clear description of conditions and limits of coverage listed.
3. The Insurance Carrier to be determined by the Board after discussion with the Washington Township Education Association. The final decision as to selection of carrier will be the Board's prerogative after extending consideration to the suggestions and comments made by the Washington Township Education Association. The coverage benefits of any new carrier must be equal to or superior to coverage and benefits of the current plan.
4. An employee may elect to waive health care. In this case, the employee will be paid in lieu of benefits at the following rates:

	Medical + Prescription	Dental
Single	\$0	\$0
Parent/Child	\$1,600	\$300
Husband/ Wife	\$2,600	\$300
Family	\$3,600	\$500

Opt-out payments will be split into two equal payments, with one being paid at the end of December and the second, at the end of June.

The Board will make an annual contribution to a Health Spending Account (HSA) for employees selecting the [High Deductible Plan](#). Payments will be at the following rates:

Single	\$750
Parent/Child	\$1,500
Husband/Wife	\$1,500
Family	\$1,500

One-tenth of this amount will be deposited to the employee's Health Savings Account in the last pay period of each month from September – June.

5. Employees who have waived coverage and elected to receive payment in-lieu-of benefits may reverse his/her decision and receive medical and or dental insurance coverage under the plans provided in this ARTICLE. This may be done during an open enrollment period or if certain criteria set by the carrier have been met.
6. As incentive for employees to participate in the current EPO and High Deductible Plans, the BOE will offer an annual rebate (all 3 years) in the following amounts: The rebates will be paid at the end of each full year in the plan.

	EPO	High Deductible
Single	\$150	\$300
Parent/Child	\$200	\$450
Husband/Wife	\$325	\$700
Family	\$350	\$750

7. The Board will notify employees annually of cut-off dates for insurance opt-out and open enrollment.

**B. Dental/Prescription Drug Plans**

1. **Dental**

The Board of Education shall provide a dental health insurance program that continues the existing coverage as provided to each unit member.

2. **Prescription Plan**

The Board of Education shall provide a \$14 brand / \$10 generic co-pay, (30-day retail, 90-day mail-order) prescription drug program to employees



enrolled in eligible plans.

## ARTICLE VII

### DEDUCTIONS

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

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

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

## ARTICLE VIII

### CERTIFIED STAFF/SCHOOL CALENDAR

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

1. 180 instructional days for pupils

a. Five (5) early dismissal days for students and staff -- before 3 holidays (Thanksgiving, Winter Break and Spring Break), the last day of school and one day in September or October.

b. One (1) early dismissal day for students only -- the day before the last day of school (regular day for teachers).

c. Early dismissal days for students on three (3) Parent/Teacher Conference days.

2. Staff Development/Articulation Days --- There shall be a total of four (4) staff development /articulation days each school year.

a. One (1) or two (2) staff development /articulation days will be scheduled before the first day of school for students.

b. The remaining two (2) or three (3) staff development /articulation days will be scheduled during the remainder of the school year.

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

1. Regular days

Tuesday – Thursday            7 hours & 15 minutes

Monday & Friday                6 hours & 55 minutes

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

C. **Instructional Time**

1. Certified staff members will be scheduled such that each full-time employee will receive a minimum of 300 minutes of non-pupil contact time per week. The 150 minutes of duty-free lunch shall be included as part of the 300 minutes. Time intervals less than fifteen (15) minutes will not be counted toward the 300 minutes. Staff members who are close to 300 minutes have the option to meet with the administration to adjust their schedule. Administration will make a good faith attempt to improve the schedule. Every effort will be made so that people close to 300 minutes will not be assigned duties.
2. The Board shall have the ability to change the start time for each school resulting in a staggered start time for each school. This provision applies to the school as a whole and not any individual teacher.

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

## ARTICLE IX

### RIGHTS - BOARDS/EMPLOYEE

#### Board's Rights -

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

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

#### Employee Rights -

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

Except as hereinafter provided, public employees shall have, and shall be protected in the exercise of, the right, freely and without fear of reprisal, to form, join and assist any employee organization or to refrain from any such activity.

##### B. Statutory Savings Clause

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

##### C. Just Cause Provision

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



procedure herein set forth.

**D. Required Meetings or Hearings**

Whenever any teacher is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

**E. Association Identification**

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

**ARTICLE X**

**MISCELLANEOUS PROVISIONS**

**OTHER ITEMS**

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

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**C. BOARD POLICIES**

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

**D. SICK LEAVE** – as per 18A



- a. Absences for personal illness shall be allowed with full pay for a total of ten (10) school days in any school year. The unused number of such days shall be accumulated without limit, and can be used for additional sick leave as needed in subsequent years.
- b. Absences on sick leave shall be charged first to the ten (10) days allowance for the current year until it has been fully exhausted, and thereafter charged to the accumulated credit to the extent that such credit is available.
- c. In addition to the above, the Board may allow, upon individual consideration and approval, additional absences with full pay (minus the cost of the substitute) for reasons of extended illness as per N.J.S.A. 18A:30-6 and 30-7.

**E. PERSONAL DAYS**

- a. Four (4) personal days per year will be granted with three (3) days advance notice. Personal days are for personal business that cannot be conducted during school hours. Exceptions may be made, by the Superintendent, regarding this three (3) day advanced notice in cases of extraordinary circumstance. The granting or not granting of a waiver shall not be grievable.
- b. A maximum of fifteen percent (15%) of the staff will be approved to use personal days at any one time. The Superintendent may approve use above the fifteen (15%) for special situations. Every effort should be made to not schedule days-adjacent to vacation/holidays.
- c. Personal days are not to be used or scheduled during Parent Conference days. Up to five percent (5%) of the staff may take a personal day on in-service days or state testing days with a reason given. The administration shall have the discretion to waive such rule under special situations. The granting or not granting of a waiver shall not be grievable.
- d. Personal days may be used for religious holidays or up to two (2) days without pay per year may be taken to observe religious holidays.
- e. As an attendance incentive, at the conclusion of the school year, full time certificated staff who have been employed the entire preceding school year shall have the choice of Option 1 or Option 2: Each year, eligible employees shall notify the Business Office of their selected option by June 15<sup>th</sup>.

Option 1      No Personal Days and no sick days used      \$600

	No Personal Days used	\$400
	One personal day used	\$300
	Two personal days used	\$200
	Three personal days used	\$100
Option 2	Unused personal days will roll over to sick days and accumulate.	

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

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

H. **BEREAVEMENT** –

In the event of a death of a member of the employee's family or friend, such employee will be excused without loss of pay for a period not to exceed the number of days listed on the table below. The allowed days will begin the day the employee leaves. Such leave will not be cumulative and will exclude Saturday, Sunday, and school holidays. If bereavement days are not taken immediately after the death, the superintendent must be advised within 10 days as to other arrangements for the use of the bereavement days. The Board and Association acknowledge and agree that there may be extenuating circumstances requiring bereavement leave in excess of the number of days set forth herein. In such a case, the employee may request from the Superintendent permission to take additional days without pay. The consent of the Superintendent will not be unreasonably withheld.

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

I. **PROFESSIONAL DEVELOPMENT** -

1. **Training Expenses** –

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

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

In any given year, the Board may provide a portion of in-service professional development experiences [that will assist the teacher in complying with state regulations](#). When possible, in-service programs shall be conducted during the teacher workday and work year when teacher attendance is required.

3. **Attendance at other programs** –

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

b. [Any full-day summer workshops requested by the administration shall be compensated at a rate of \\$100 per day. Payment for partial day workshops shall be pro-rated.](#)

c. Teachers shall have the right to voluntarily attend, without compensation, Professional Development activities other than those included in the district in-service [program in order to comply with state regulations](#). Attendance at such programs must be pre-approved by the Principal and Superintendent. No denial of such a request shall be arbitrary or capricious.

4. **Travel Time** –

Travel time outside of the school day to and from Professional



Development Activities required by the Board or administration beyond 60 miles from the employee's home or workplace, whichever is closer to the training, shall be compensated \$25.

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

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

2. **Childcare Leave** - The Board will grant one (1) year of childcare leave without pay or benefits. Additional time, up to a total of two (2) years, without pay or benefits may be granted with the recommendation of the Superintendent and approval of the Board. The board reserves the right to regulate the commencement and termination dates of the leave in order to preserve educational continuity. Acceptable commencement/termination dates shall be the beginning or end of one of the four (4) marking period, the beginning or end of the winter or spring recess or the beginning and end of the school year. No request will be disapproved arbitrarily, discriminatory, or capriciously.

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

K. **LENGTH OF AGREEMENT** - This Agreement shall be effective upon ratification by the WTEA and approval of the Board of Education for the period from July 1, 2019 through June 30, 2022.

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



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

ATTEST:

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

  
\_\_\_\_\_  
SECRETARY

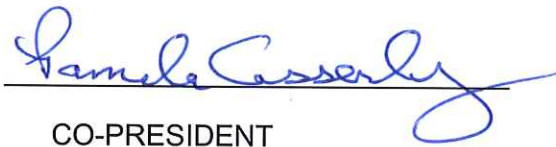
BY   
\_\_\_\_\_  
PRESIDENT

ATTEST:

WASHINGTON TOWNSHIP EDUCATION  
ASSOCIATION

  
\_\_\_\_\_  
SECRETARY

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

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