

Agreement Between

Washington Township Board of Education and

Green Bank Education Association

*(Agreed upon for School Year
2005/06; 2006/07; 2007/08)*

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Preamble

This Agreement entered into the 1st day of July 2005, by and between the Washington Township Board of Education, Green Bank, New Jersey, herein called the “Board” and the Green Bank Education Association herein called the “Association”.

Article One **Recognition**

1.1
The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the following personnel; all certified contractual teaching staff members, including classroom teachers, special subject teachers (art, librarian, physical education, music, special education) and school nurse. Excluded are all administrative personnel whether or not serving in the classroom or any other capacity, teaching aides and all other personnel not specifically enumerated herein.

1:2
Unless otherwise indicated, the term “teacher”, when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association, whether male or female, unless the context shall clearly indicate to the contrary.

1:3
If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications 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.

Article Two **Negotiation of Successor Agreement**

2:1 **Deadline Date**
The Parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach an agreement on all matters concerning the terms and conditions of teacher employment. Such negotiations shall begin not later than October 15th of the calendar year in which the Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, ratified by the Association, adopted by the Board, and signed by the Board and the Association.

2:2 **Modification**
This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

Article Three **Grievance Procedure**

3:1 **Definitions**

3:1.1
A “grievance” is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, Board policies, or administrative decisions adversely affecting the working conditions of a teacher or group of teachers.

3:1.2

An “Aggrieved person” is the person or persons or the Association making the claim.

3:1.3

A “party of interest” is the person or persons making the claim and any person who the Association or Board might be required to take action or against whom action may be taken in order to resolve the claim

3:2 **Purpose**

The purpose of this procedure is to secure, at the lowest possible levels, equitable solutions to the problems, which from time to time may arise affecting teachers. Both parties agree that these proceeding will be kept as informal and confidential as may be appropriate at any level of the procedure.

3:3 **Procedure**

3:3.1

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, in writing.

3:3.2

If a grievance is not processed within the time limits specified hereinafter, such failure shall constitute a bar to further appeal. If an administration response is not made within the time specified, then the aggrieved may automatically appeal to the next level. A teacher may, at any state of the grievance procedure, withdraw a grievance without prejudice.

3.4 **Level One**

Any teacher who has a grievance shall discuss it with the principal within ten (10) school days from the day of the event, with the objective of resolving it informally.

3:4.1

If, as a result of Level One, the matter is not resolved, to the satisfaction of the teacher, within at least ten (10) school days of the event, he/she may initiate a grievance in writing to the principal specifying

- a. the nature of the grievance
- b. the relief sought
- c. the results of previous discussions; and
- d. the reason for dissatisfaction with the decision previously rendered

The principal will communicate his/her decision to the aggrieved person in writing within ten (10) school days of the receipt of the written grievance.

3:4.2 **Level Two**

If the grievance is not resolved to the satisfaction of the aggrieved person, he/she, not later than fourteen (14) calendar days after receipt of the principal’s decision, may request a review by the Board of Education. The request shall be submitted through the principal, who shall attach all related papers and forward the request to the Board. The Board shall review the grievance and render a decision, in writing, within thirty (30) calendar days of receipt of the grievance by the Board.

3:4.3 **Level Three**

If the decision of the board does not resolve the grievance to the satisfaction of the Association, and the Association wishes a review by an arbitrator, the Association shall notify the Board through the principal within fourteen (14) calendar days of receipt of the Board’s decision. The grievance may be submitted to arbitration. The following procedure will be used to secure the services of an arbitrator:

- a. A request by the Association will be made to the American Arbitration Association (AAA) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. If the parties within ten (10) school days are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the AAA to submit a second roster of names.
- c. If the parties are unable to determine within ten (10) school days of receipt of the second list, a mutually satisfactory arbitrator, the AAA may be requested by either party to designate an arbitrator.
- d. The arbitrator so selected shall confer with representatives of the Board and the Association, shall hold hearings promptly, and shall issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearings.
- e. The arbitrator shall be limited to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties.
- f. The recommendation of the arbitrator shall be advisory. Effective June 1, 2008, the recommendation of the arbitrator shall be binding.
- g. The parties shall be responsible for all costs incurred by each, and only the fee and expenses of the arbitrator shall be shared, by each party paying one-half
- h. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such a grievance in writing to the principal directly and the processing of such grievance shall commence at that level.

3.5

In the event the action for a grievance shall arise during extended vacation periods such as, Christmas, Easter, or summer, then the calendar day requirement set forth herein shall not begin to toll until such time as the Association and the teacher(s) involved know or should reasonably have known of the action giving rise to the grievance.

3:6 Rights of Teachers to Representation

3:6.1

If requested, any aggrieved person may be self-represented at all steps of the grievance procedure; or, at his/her option, by representative(s) selected or approved by the Association. If the teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

3:6.2

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest or any other participant in the grievance procedure by reason of such participation. Similarly, no reprisals of any kind shall be taken by any teacher or by the Association against the Board or any member of the administration.

3:6.3

Meetings and hearings under this procedure shall not be conducted in public and shall include only parties in interest and their designated or selected representatives referred to in this Article.

3:6.4

A separate file for grievances shall be maintained. No mention of a grievance will be placed in a teacher's personnel file.

Article Four
Teacher Rights

4:1 **Rights and Protections in Representation**

Pursuant to Chapter 123, Public Laws 1974, 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 legal activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the state of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights con by Chapter 123, Public Laws 1974 or other laws of New Jersey and he United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

4:2 **Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under the New Jersey Laws or other applicable laws and regulations.

4:3 **Substitute Teachers**

The school shall make every attempt to secure a substitute teacher for the respective teacher in the event of teacher absence.

4:4 **Just Cause**

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage or given an adverse evaluation of his/her professional services, except for good cause as measured by the circumstances of each case. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

Article Five
Association Rights and Privileges

5:1 **Information**

The Board agrees to make available to the Association, in response to reasonable requests, that information which is in the public domain.

5:2 **Use of the School Building**

The Association and its representatives may have the right to use the school building at all reasonable times for meetings. The principal of the building shall be consulted in advance of the time and place of all such meetings and may grant approval for its use.

5:3 **Exclusive Rights**

The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representatives of the teachers, and to no other teacher organization.

5:4 **Facilities and Equipment**

The Association may have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use in the school, and with prior approval of the principal.

Article Six
Teacher Employment

6:1 **Certification**

The Board agrees to hire certified teachers holding standard certificates issued by the New Jersey Board of Examiners.

6:2 **Non-Certified Personnel**

The duties of non-certified personnel shall be confined solely and exclusively to such duties as would assist certified professional personnel in the performance of their respective duties.

6:3 **Placement on Salary Schedule**

6.3.1

During the term of this Agreement all teachers employed by the Board shall receive salaries of not less than the minimum rates set forth in the Salary Guide (Schedule A). This scale shall not be changed during the period of this Agreement, except by mutual consent.

6:3.2

All teachers currently employed in the district shall be given full credit on the salary guide for any prior years of contractual teaching experience, unless other arrangements had been made at the time of their employment.

6:3.3

A teacher entering the employ of the Washington Township School District shall begin at such step of the salary column that applies to that teacher as the Board, upon the recommendation of the Chief School Administrator, shall approve in accordance with the current provisions. It is understood that prior teaching experience, related additional experience, or military service credit shall be negotiated individually with new employees. However, once established, the credit agreed upon shall serve as the base from which future progress on the salary schedule will occur. Further, such progress shall occur annually unless an increment is withheld for just cause. Teachers being considered for employment shall be apprised in writing of the provisions of this paragraph at the time prior service credit is agreed upon, and shall indicate in writing their agreement to the prior service credit and their understanding of the terms of this paragraph.

6:4 **Credit Union Plan**

6:4.1

Teaching staff members may enter or leave the credit Union Plan upon thirty (30) days advance notification up to two (2) times per year.

6:4.2

Early withdrawal from the plan will be on (30) calendar day's written notice to the Board Secretary.

6:4.3

There shall be a direct payroll deposit available to the employee's bank of choice.

6:5 **Coverage of Master Agreement**

All of the provisions of this Article shall apply to teachers holding positions in the summer school, home teaching, and/or under federal programs, except where clearly inapplicable.

Article Seven
Salary Schedule

7:1 **Method of Payment**

7:1.1

All employees shall be paid according to Title 1 8A:27-6. Each employee shall have the option to have ten percent (10%) of his/her monthly salary deducted from his/her pay. These funds shall be paid to the teacher or his/her estate in two (2) payments, July 1st and August 1st, or upon death, or upon termination of employment. If earlier, within thirty (30) days notice to the Board of Education in case of termination of employment.

7:1.2

For all methods of payment when the pay date falls on or during a non-working day the teachers will be paid on the last working day.

7:2

Both full-time and part-time teachers shall receive a full service increment based on the teacher's continuous employment in the Washington Township school system. This increment shall become payable at the issuance of the teacher's tenth, fifteenth, twentieth, and twenty-fifth consecutive contract or letter of intent. The amount of the full service increment is set forth in Appendix A for each of the years in this Agreement.

7:3

The Board shall provide the New Jersey State Health Benefits Plan as the carrier for medical coverage. This plan shall be without a stand-alone prescription plan but the New Jersey State Health Benefits Plan shall provide prescription coverage. The Board shall provide the Horizon Dental Option Plan (Quote #1). The Board shall provide 100% single coverage for Medical, Prescription, and Dental Insurance. If an employee selects coverage above individual coverage, the employee shall pay 25% contribution toward dependent coverage, the Board shall pay 75% of the cost of dependent coverage. The Board shall implement a \$125 Plan pursuant to the New Jersey State Health Benefits Plan. If any teacher elects not to participate in hospitalization insurance by the Board and chooses to obtain the NJEA-sanctioned disability insurance plan(s), the Board shall pay for the same up to an amount not to exceed the cost of Two Thousand (\$2,000.00). The Board reserves its legal right to seek an alternative carrier to either of the aforementioned plans, provided the coverage is equal to or better than the current plan(s).

7:4

To be eligible for insurance coverage under Article Seven, anyone hired after September 1, 1996, must be regularly scheduled to work at least 25 hours per week. Any part-time employee currently (previous to this date, who was covered) shall continue coverage with the State Health Benefits plan and abide by its rules and regulations.

Article Eight
Complaint Procedure

8:1 **Procedural Requirement**

Any complaints regarding a teacher made to any member of the Administration by any parent, student, or other person, who does or may influence the evaluation of a teacher, shall be acted upon as follows:

8:1.1

The teacher will be informed of the complaint lodged against him/her.

8:1.2

The teacher may request a conference with the complainant.

8:1.3

If no satisfactory agreement is reached at the preceding level, the teacher may request a conference among the Principal, the teacher, and the complainant.

8:1.4

If no satisfactory agreement is reached at the preceding level, the teacher may request a meeting with the Board.

8:1.5

If no satisfactory agreement is reached at the preceding level, the situation becomes handled under the contracted grievance procedure, to begin with advisory arbitration. Effective June 1, 2008, it shall be binding arbitration.

8:2 Right to Representation

The teacher shall have the right to be represented at any meeting(s) or conference(s) regarding such complaint, beginning at the 8:1.3 level.

Article Nine **Teacher Facilities**

9:1 Teacher Facilities

9:1.1

Space for each teacher within each instruction area in which he/she teaches to store instructional materials and supplies.

9:1.2

A serviceable desk, chair and filing cabinet for the exclusive use of each teacher.

9:1.3

Copies, exclusively for each teacher's use, of all texts used in each of the subject areas he/she is to teach.

9:1.4

Adequate chalkboard space in every classroom.

9:1.5

Adequate books, paper, pencils, pens, chalk, erasers, and other material required in daily teaching responsibilities.

9:1.6

A place for mailboxes.

9:1.7

A place for parent-teacher conferences.

9:1.8

Teachers will be able to use the office at the discretion of the principal.

9:1.9

The Board agrees to provide for the staff an adequately furnished staff room.

Article Ten
Temporary Leaves of Absence

10:1 **Types of Leave**

Teachers shall be entitled to the following temporary leaves of absence with full pay each school year:

10:1.1 **Personal**

Four (4) days leave of absence for personal matters which require absence during school hours. The applicant for such leave shall not be required to state the reason for such leave other than that he/she is taking it under this. Two (2) days notice prior to said leave shall be required unless an emergency or crisis exists. On June 30 of each year, any unused personal leave days shall be converted to sick leave and credited to the employee's cumulative sick leave.

10:1.2 **Sick**

Ten (10) sick leave days shall be allowable in accordance with Title 18A:30-2. Unused sick leave days shall be accumulated from year to year with no maximum limit, and shall be payable as outlined in section 10:3 herein.

10:1.3 **Professional**

With three (3) days notice, and upon approval of the principal, up to three (3) days per school year for the purpose of visiting other schools or attending meetings or conferences of an educational nature may be granted.

10:1.4 **Perfect Attendance**

Any teacher whose attendance during any academic year is perfect shall receive a bonus of \$250.00. The above shall be pro-rated for part-time teachers. No teacher shall be deprived of the bonus because of professional and bereavement days approved by the Board. This bonus shall not be paid if the following days are used: personal, sick, family leave or unpaid leave of absence days during the academic year.

10:1.5 **Legal**

Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system may be granted, provided the legal proceeding is not between the Board and the employee.

10:1.6 **Death**

Up to five (5) days at any one time shall be granted in the event of the death of a teacher's spouse, child, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren and any other member of the residence.

10:1.7 **Family Leave**

Two (2) days shall be allowed each year for family leave for illness in the immediate family, to include parents not living in the same household. This leave shall not be deducted from personal leave, nor shall there be any deduction from pay. Any unused family leave days shall be added to a unit member's accumulated sick days for use in subsequent years.

10:1.8 **Good Cause**

Other leaves of absence with pay may be granted by the Board for good reason.

10:2 In Addition to Sick Leave

Leaves taken pursuant to Section 10:1 above shall be in addition to any sick leave, which the teacher is entitled.

10:3 Unused Sick Leave

Per Appendix A (Sick Leave Buyback Schedule) of the negotiated agreement, payment for unused sick leave shall be made by the Board to the retiring teacher(s) July 1 of the retirement year provided:

- A teacher has served twenty (20) years in the Washington Township School District.
- A teacher is immediately eligible for annuity payments, not merely vested retirement benefits.
- Notification of intended retirement is to be submitted by the first day of January immediately preceding the effective date of retirement. Teachers that submit notification of intended retirement after the January 1 date shall receive payment for unused sick leave July 1 of the following year.

Notification Date	Payment Date
Jan. 1, 2006	July 1, 2006
Jan. 2-Dec. 31, 2006	July 1, 2007
Jan. 1, 2007	July 1, 2007
Jan. 2-Dec. 31, 2007	July 1, 2008

The January notification date will be utilized only for the payment of unused sick leave and in no way will effect the actual date of retirement.

At the request of the teacher and only in the event of very extenuating circumstances, the Board may, but shall not be required to waive the effective dates.

In the event that the employee predeceases the payment of the unused sick leave, the Board shall pay the family of the employee the negotiated amount as outlined in Article 10:3. This is only applied to the delayed payment option.

Article Eleven
Extended Leaves of Absence

11:1 International and Federal Programs

A leave of absence without pay of up to one (1) year shall be granted to any teacher who serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs.

11:2 Disability Leave

11.2.1

Any teacher actively employed under contract may be granted leave of absence without pay when, for reasons of disability, (including maternity), he/she is unable to effectively carry out his/her duties and there is reasonable expectation that such period will exceed thirty (30) calendar days. The statement of the teacher supported by his/her physician shall be prima facie evidence as to the capacity or lack of capacity, but the Board may consider actual performance or other relevant evidence, and may, except in maternity cases, require an independent examination by an appropriately qualified physician. Ability to perform customary duties and effect upon children in the education process shall be proper factors for consideration. It is understood that a teacher will not place himself/herself in a position involving unreasonable risk or harm to himself/herself or to others.

11:2.2

No teacher shall be prevented from returning to work after disability leave or absence solely on the grounds that there has not been a time lapse between the disabling event (including childbirth) and date of return. Time of return shall, however, be at the beginning of a marking period or on thirty-five (35) calendar days notice. The teacher may, in any event, return on such notice, if physically qualified, at the beginning of the next or second succeeding school year. Return at other times shall be by agreement, in writing.

11:2.3

Leaves of absence under other circumstances may be granted by joint agreement of the Board and teacher.

11:2.4

Leaves for more than one academic year, in addition to one in which an extended leave commences, shall be by mutual agreement only.

11:2.5

Teachers entitled to accumulated sick pay during periods of disability shall be paid according Title18A:30.2.1.

11:3 **Adoption**

Any teacher adopting an infant child shall at his/her request, by giving thirty (30) calendar days notice to administration, receive similar leave, which shall commence upon receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements for adoption.

11:4 **Other Leaves**

Leaves taken pursuant to this Article shall be in addition to any sick leave to which a teacher is entitled.

11:5 **Good Cause**

Other leaves of absence without pay may be granted by the Board for good reason.

11:6 **Return from Leave**

11:6.1 **Salary**

Upon return from leave granted pursuant to this Article, a teacher shall be placed on the salary schedule at the level he/she would have achieved at the commencement of said leave.

11:6.2 **Benefits**

All benefits to which a teacher was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave, shall be restored upon his/her return, and he/she shall be assigned to a position within the scope of his/her educational certification.

11:7 **Extensions and Renewals**

All extensions and renewals of leave shall be applied for in writing; and, if granted, shall also be in writing.

Article Twelve
Protection of Teachers, Students, and Property

12:1 **Unsafe and Hazardous Conditions**

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being. Said conditions shall be reported to the principal. If no satisfaction is received, the Board shall be consulted.

12:2 **Reasonable Force**

For the purpose of self-defense, and for the protection of persons or property, as specified in R.S.48A:6-1, a teacher may, within the scope of his/her employment:

- a. use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others.
- b. obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil.

12:3 Assault

12:3.1 Legal Assistance

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

12:3.2 Leave

When absence arises out of or from such assault or injury, the teacher shall be entitled to salary and other benefits as provided by Workers' Compensation, and any other relevant statutes, for the period of such absence. During the period of such absence, a teacher shall not forfeit either sick leave or personal leave.

12:3.3 Reimbursement for Personal Property Damage

The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his/her duties within the scope of his/her employment.

12:3.4 Medical

The Board shall reimburse a teacher for the cost of medical, surgical, or hospital services incurred as the result of any injury sustained in the course of his/her employment, provided such payments shall be covered by Workers' Compensation or other relevant statutes.

12:4 Reporting Assaults

Teachers shall immediately report cases of assault, suffered by them in connection with their employment, to their principal. Problems should be mutually resolved by all parties. Such notification shall be immediately forwarded to the Board, who shall comply with any reasonable request from the teacher for information in the possession of said Board relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

Article Thirteen

Maintenance of Classroom Control and Discipline

13:1 Definition of Responsibilities

Definition of the duties and responsibilities of all administrators, coordinators, supervisors, and other personnel pertaining to student behavior shall be reduced to writing by the principal and presented to each teacher at the start of each school year.

13:2 Special Assistance

When, in the judgment of a teacher, a student requires the attention of the principal, he/she shall so inform the principal. The principal shall arrange as soon as possible for a conference among him/herself the teacher, and an appropriate specialist to discuss the problem and decide upon appropriate steps for its resolution. If no satisfaction is received, the Board shall be consulted.

13:3 Disruptive Students

When, in the judgment of a teacher, a student is by his/her behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him/her to the principal. In such cases, the principal shall take appropriate action, including discussions with the teacher and placement of the student back in the classroom. Further, if in the opinion of the principal, a conference with the parents is necessary, the principal shall arrange as soon as possible, and under normal circumstances, not later than the conclusion of the following school day, a conference among him/herself, the teacher, and the parents to discuss the problem and to decide upon appropriate steps for its resolution. If no satisfaction is received at this level, the matter will be referred to the Board.

Article Fourteen
Personal and Academic Freedom

14:1 **Personal**

The Board recognizes that teachers are entitled to enjoy a personal life and the rights of citizenship, and will observe such rights as provided by law.

14:2 **Citizenship**

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing such activities do not violate any local, state, or federal law.

Article Fifteen
Books and other Instructional Materials and Supplies

15:1 **Instructional Materials Reimbursement from Petty Cash**

Purchases of instructional materials/materials by the teacher with prior approval of Chief School Administrator in accordance with standards and procedures to be established by the Board and school law shall be fully reimbursed.

15:2 **Testing**

Achievement tests which are to be used by the Washington Township School for district, school, subject, or grade-wise purposes shall be in consultation with the teachers. The teachers shall be consulted as to the kind and type of test, the use to which a test is to be put, dissemination of the results, and any interpretation of those results. Results are not to be used for teacher evaluation.

15:3 **Release Time**

Teachers giving standardized or state assessment tests shall be granted in-school release time necessary to grade and report on the aforesaid tests. It shall be incumbent upon the principal to schedule, determine and arrange the amount of release time necessary for such activities.

Article Sixteen
Deduction From Salary

16:1 **Credit Union Plan**

Funds will be deducted from designated teachers' pays as set forth in Article Six

16:2 **Local, State, and National Services**

The Board agrees to make deductions from teachers' salaries for local, state, and/or national association dues as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have such deductions discontinued on July 1st

or January 1st, pursuant to the payroll deduction law, within fourteen-calendar days notice to the School Board.

Article Seventeen **School Calendar**

17:1 **In-School Work Year**

The in-school work year for teachers will include one hundred eighty-two (182) work days. These days will consist of one hundred eighty (180) pupil days, one (1) day of orientation, and one (1) day for clean-up and finalization of records. The school year will be on a ten-month schedule occurring between September 1st and June 30th. It shall include days when pupil attendance is required, orientation days, and any other days on which teacher attendance is deemed necessary by the Chief School Administrator. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather. Teachers newly employed may be required to attend one additional orientation day, at the direction of the Chief School Administrator.

17:2 **School Schedule**

The school calendar for each year of this Agreement shall be distributed to teachers after adoption by the Board. Prior to such adoption, the Association shall be given an opportunity to discuss the calendar with the Chief School Administrator. Changes in the calendar shall be made only after discussion between the Association and the Board.

17:3 **In-Service**

In addition to the days outlined in 17:1, there shall be a non-teaching, non-pupil contact in-service day which shall qualify for professional development pursuant to P.T.S.B.

Effective July 1, 2004, there shall be an additional in-service day.

Article Eighteen **Miscellaneous Provisions**

18:1 **Nondiscrimination**

The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

18.2 **Savings Clause**

Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

18:3 **Separability**

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 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.

18:4 **Compliance Between Individual Contract and Master Agreement**

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains

any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

18:5 Mutual Sharing

After agreement on format, the Agreement shall be printed, and the expenses for such printing shall be shared by the Board and the Association.

18.6 Notice

Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by telegram or registered letter.

Article Nineteen
Professional, Educational Improvement Assistance

19:1 Criteria for Reimbursement

The Board shall provide financial assistance to personnel covered by this agreement according to the following criteria.

19:1.1

Personnel must be employed by the Board at least one-halftime for that fiscal year.

19:1.2

Such courses shall be taken at an accredited college or university and approved in writing by the chief school administrator prior to registration.

19:1.3

Such courses shall improve the teacher's knowledge and/or skill in the school, be related to the field of the employee, or help to prepare the employee for future programs planned within the school.

19:1.4

Appropriate proof shall be presented to the Board of Education for reimbursement. This would include a grade transcript or official letter showing a grade of "B" or above and a receipt of costs incurred.

19:2 Manner of Reimbursement

19:2.1

Payment shall be received after the next Board meeting not to exceed sixty (60) calendar days after submission of paperwork.

19:2.2

A teacher shall be reimbursed one-third (1/3) the cost of each graduate course utilizing the annual graduate course rate at Rowan University. The maximum annual reimbursement for graduate courses to a teacher under this section shall be Eighteen Hundred Fifty Dollars (\$1,850.00). Upon completion of pre-approved college course, submit completed voucher with a grade transcript or official letter showing a grade of "B" or above and a receipt of costs incurred.

19:3 Higher Education Increments

A teacher submitting proof of having attained sufficient credit for lateral movement on the salary guide (e.g., BA to BA+15) shall be placed, retroactively, if necessary, on the appropriate column of the salary guide on September 1 or February 1 following the semester in which the necessary credits for advancement were attained, provided that:

- a. The teacher shall submit to the Superintendent, by December 15 of the previous school year a notice of intent to advance on the salary guide in the coming school year; and
- b. The teacher shall submit to the Superintendent, by September 15 or February 15 of the lateral movement year, an official course transcript indicating the necessary credits for such movement.

If the requirements and timelines of Article 19:3, a. and b. are not fulfilled, the teacher shall be placed on the appropriate column of the salary guide on September 1 of the following school year.

Article Twenty **Teachers' Day and Professional Duties**

20:1 **Teachers' Day**

The teacher in-school day shall be from thirty (30) minutes prior to commencement of school until fifteen (15) minutes after regular dismissal time of students, which shall not exceed seven (7) hours daily. To provide for unusual circumstances, teachers may be required to report earlier or retained later, but shall be entitled to compensatory time when the assigned day exceeds seven (7) hours. During the school day, teachers shall perform the appropriate duties of teachers as assigned by the appropriate administrator, and shall be entitled to a thirty (30) minute duty-free lunch period. The present student hours shall not be modified by more than fifteen (15) minutes without good cause shown.

20:2 **Meetings**

Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings. Except to meet state obligations, such meetings shall not occur more often than twice a month, and shall end not later than 4:00 p.m. So far as is practical, they shall be scheduled on a regular basis or with not less than one week's notice, as applicable, and on a day other than Friday or the day preceding a holiday. Nothing in this provision shall prevent the scheduling of meetings as required by special problems. Teachers may have the opportunity to suggest items for the agenda of regular teachers' meetings.

20:3 **Field Trips**

In the event that a trip exceeds the contractual day teachers shall be compensated at the rate of (See Appendix A). Scheduled field trips shall not constitute a violation of the foregoing provisions. Submit a completed voucher indicating the date of the trip and the number of hours beyond the scheduled teacher day and the rate.

20:4 **School Grounds**

Teachers may leave the school grounds without requesting permission during their duty-free lunch period. However, they shall advise the office upon their departure and return in order that legal responsibility for pupils can be assured.

20:5 **Bus Duty**

No duties other than rotating bus supervision shall be prescribed for teacher during the thirty (30) minutes attendance preceding and fifteen (15) minutes following the student school day. The class periods conducted by qualified special teachers such as physical education, health, art, music and library shall be considered duty-free preparation periods.

20:6 **Lunch and Detention Duty**

The lunch and detention duty schedule shall be subject to rotating supervision.

Article Twenty-One Reduction in Force

21:1

In the event the Board shall find it necessary to terminate the employment of any tenured teacher as the result of a reduction in force, such teacher shall be placed upon a preferred employment list for a period of one year from the effective date of such termination. Within that year, said teacher shall be given first opportunity to accept or reject any position to which that teacher would be entitled if still employed by the Board. At least one calendar week shall be allowed for notification of the decision, and at least thirty (30) calendar days to report for work.

21:2

Notification of recall opportunity shall be by certified mail by the Board Secretary to the last known address. Notification of an intended reduction in force shall be given by April 1st, or within thirty (30) days of the event making the reduction in force necessary, whichever shall occur first.

Article Twenty-Two Co-Curricular Compensation

22:1

The Board recognizes that co-curricular activities, sponsors, and directors of special school functions are vital to the efficient and complete operation of the total education effort of the school district. The responsibilities incumbent upon positions are, insofar as possible, conducted during time, which is in addition to the regular school day; therefore, all such positions at all school levels should be compensable and that compensation should be apportioned on an equitable basis.

22:2

The Board agrees to provide honorarium payments in the amounts designated (See Appendix A) for these co-curricular positions, which appear herein:

Coach
8th Grade Advisor
Yearbook Coordinator

Annual Activities: Submit a completed voucher indicating 50% of the agreed upon rate (see Appendix A) by December 30, submit second voucher indicating 50% of the agreed upon rate (see Appendix A) by May 30.

All other activities i.e., coaching, submit completed voucher indicating rate (see Appendix A) at the conclusion of the activity.

22:3

The Head Teacher will be directly supervised by the Principal and/or Superintendent. In the event of an emergency, the Head Teacher will assume responsibility for the school in the absence of the Principal and/or Superintendent. The Board agrees to pay the Head Teacher (See Appendix A) per year. Major responsibilities:

1. Immediately notify the Principal or Superintendent of any unsafe or unusual situations, emergencies or problems in the building.
2. In the event of an extreme emergency (including but not limited to; fire, bomb scare, serious injury and severe discipline problems) where the Principal and Superintendent are unavailable and cannot be located, the Head Teacher shall assume responsibility for handling the situation.

3. Reports promptly to the Principal or Superintendent all incidences that occurred during his/her absence.

Submit a completed voucher indicating 50% of the agreed upon rate (see Appendix A) by December 30, submit second voucher indicating 50% of the agreed upon rate (see Appendix A) by May 30.

22:4

The Board reserves the right to cancel any honorarium in which sufficient interest is not shown. However, should the Board desire to continue such activities, the Association agrees that the Board may assign such activities to staff members after the Board has exhausted the procedures set forth in the law.

Article Twenty-Three **Representation Fee**

23:1 **Purpose of Fee**

If an employee does not become a member of the Association during any membership year (i.e., from September 1st the following August 31st), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as a majority representative.

23:2 **Amount of Fee**

23:2.1 **Notification**

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

23:2.2 **Legal Maximum**

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because it is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee will automatically be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

23:3 **Deduction and Transmission of Fee**

23:3.1 **Notification**

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 23:3.2 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

23:3.2 **Payroll Deduction Schedule**

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the Board; or

- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

23:3.3 Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employ during the membership year in question.

23:3.4 Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

23:3.5 Changes

The Association will notify the Board in writing of any changes in the list provided for in Article 23:3.1 above and/or the amount of the representation fee prior to the beginning of the membership year, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

23:3.6 New Employees

On or about the last day of each month, beginning with the month this agreement become effective, the Board will submit to the Association a list of all new employees represented by the Association who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

Article Twenty-Four
Summer School, Homebound Instruction, Federal Programs, and Summer Curriculum
Projects

24:1 Posting

All openings for positions in the summer school, home teaching, federal programs, summer curriculum projects and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized by the principal two (2) weeks before the position is available unless there are extenuating circumstances.

24:2 Criteria

In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Washington Township School District. When all factors are substantially equal, consideration shall be given first to Washington Township teachers who have taught the subject area and/or grade level in question during the regular school year before appointments to applicants outside the district.

24:3 Coverage by Master Agreement

All of the provisions of this Article shall apply to teachers holding positions in the summer school, home teaching, and summer curriculum projects and/or under federal programs, except where clearly inapplicable.

24:4 Compensation

Homebound instruction, summer school instruction, summer curriculum work and any other professional hourly employment shall be at the following rate: (See Appendix A). Submit a completed voucher indicating date(s), hours worked and the agreed upon rate.

Article Twenty-Five
Duration of Agreement

This Agreement shall be effective July 1, 2005 and shall continue in effect until June 30, 2008 subject to the Association's right to negotiate over a successor agreement.

Execution

In witness whereof, the parties have caused this Agreement to be signed by their respective Presidents, attested to by their respective secretaries, all on the day and year first written above.

ATTEST:

Washington Township Board of Education

Board Secretary

Board President

Green Bank Education Association

Secretary

President

APPENDIX A

WASHINGTON TOWNSHIP PUBLIC SCHOOL
SALARY GUIDES

STEP	2005 – 2006	2006 – 2007	2007 - 2008
1	36,300	37,700	39,600
2	36,838	38,200	40,000
3	38,001	38,738	40,300
4	39,877	40,051	40,838
5	42,550	44,600	42,251
6	43,731	45,781	46,800
7	47,523	49,573	47,981
8	48,860	50,911	51,773
9	50,240	52,291	53,111
10	52,340	54,140	54,491
11	54,618	56,703	56,140
12	56,703	60,103	59,903
13	61,378	63,478	63,103
14	65,191	67,486	66,035
15			68,278
16			70,186

ARTICLE 7:2 – LONGEVITY

	2005-2006	2006-2007	2007-2008
10 YEARS	\$682	\$713	\$747
15 YEARS	\$1,366	\$1,427	\$1,495
20 YEARS	\$2,044	\$2,136	\$2,237
25 YEARS	\$2,726	\$2,849	\$2,984

ARTICLE 10:3 – SICK LEAVE BUYBACK

2005-2006	2006-2007	2007-2008
\$45	\$47	\$49

ARTICLE 19:3 – HIGHER EDUCATION INCREMENTS

DEGREE	2005-2006	2006-2007	2007-2008
BA+15	\$679	\$710	\$744
BA+30	\$1,369	\$1,431	\$1,499
MA	\$2,055	\$2,147	\$2,249

APPENDIX A (cont.)

ARTICLE 20:3 TRIP COMPENSATION

2005-2006	2006-2007	2007-2008
\$30/hr	\$35/hr	\$40/hr

ARTICLE 22:2 .CO-CURRICULAR COMPENSATION

	2005-2006	2006-2007	2007-2008
Softball Coach	\$650	\$700	\$750
8th Grade Advisor	\$700	\$800	\$900
Yearbook Advisor	\$700	\$850	\$1,000

ARTICLE 22.3 HEAD TEACHER COMPENSATION

2005-2006	2006-2007	2007-2008
\$1,100	\$1,200	\$1,300

**ARTICLE 24:4 HOMEBOUND INSTRUCTION; SUMMER SCHOOL INSTRUCTION;
SUMMER CURRICULUM WORK COMPENSATION**

2005-2006	2006-2007	2007-2008
\$35/hr	\$40/hr	\$45/hr