

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

JULY 1, 2016 JUNE 30, 2019

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AGREEMENT

AGREEMENT made this 14th day of June, 2016 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, 2016 - June 30, 2019.

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, 2016 there shall be a 2.7% increase to the guide; effective July 1, 2017 there shall be a 2.5% increase to the guide; and effective July 1, 2018 there shall be a 2.5% increase to the guide. The increase is based on the agreed upon base of \$3,841,811. 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, 2016 and terminating June 30, 2019, applicable to certified personnel in the Washington Township School District, shall be as follows:

2016-2017 – Year 1

Step	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60
1	47,845	49,145	50,445	51,745	53,045	54,345	55,645	56,945
2	48,395	49,695	50,995	52,295	53,595	54,895	56,195	57,495
3	48,945	50,245	51,545	52,845	54,145	55,445	56,745	58,045
4	49,495	50,795	52,095	53,395	54,695	55,995	57,295	58,595
5	50,045	51,345	52,645	53,945	55,245	56,545	57,845	59,145
6	50,595	51,895	53,195	54,495	55,795	57,095	58,395	59,695
7	52,715	54,015	55,315	56,615	57,915	59,215	60,515	61,815
8	55,065	56,365	57,665	58,965	60,265	61,565	62,865	64,165
9	57,415	58,715	60,015	61,315	62,615	63,915	65,215	66,515
10	59,765	61,065	62,365	63,665	64,965	66,265	67,565	68,865
11	62,115	63,415	64,715	66,015	67,315	68,615	69,915	71,215
12	64,465	65,765	67,065	68,365	69,665	70,965	72,265	73,565
13	66,815	68,115	69,415	70,715	72,015	73,315	74,615	75,915
14	69,165	70,465	71,765	73,065	74,365	75,665	76,965	78,265
15	71,515	72,815	74,115	75,415	76,715	78,015	79,315	80,615
16	73,865	75,165	76,465	77,765	79,065	80,365	81,665	82,965
17	76,215	77,515	78,815	80,115	81,415	82,715	84,015	85,315

2017-2018 – Year 2

Step	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60
1	48,160	49,460	50,760	52,060	53,360	54,660	55,960	57,260
2	48,760	50,060	51,360	52,660	53,960	55,260	56,560	57,860
3	49,360	50,660	51,960	53,260	54,560	55,860	57,160	58,460
4	49,960	51,260	52,560	53,860	55,160	56,460	57,760	59,060
5	50,770	52,070	53,370	54,670	55,970	57,270	58,570	59,870
6	51,920	53,220	54,520	55,820	57,120	58,420	59,720	61,020
7	53,120	54,420	55,720	57,020	58,320	59,620	60,920	62,220
8	55,500	56,800	58,100	59,400	60,700	62,000	63,300	64,600
9	57,880	59,180	60,480	61,780	63,080	64,380	65,680	66,980
10	60,260	61,560	62,860	64,160	65,460	66,760	68,060	69,360
11	62,640	63,940	65,240	66,540	67,840	69,140	70,440	71,740
12	65,020	66,320	67,620	68,920	70,220	71,520	72,820	74,120
13	67,400	68,700	70,000	71,300	72,600	73,900	75,200	76,500
14	69,780	71,080	72,380	73,680	74,980	76,280	77,580	78,880
15	72,160	73,460	74,760	76,060	77,360	78,660	79,960	81,260
16	74,540	75,840	77,140	78,440	79,740	81,040	82,340	83,640
17	76,920	78,220	79,520	80,820	82,120	83,420	84,720	86,020

2018-2019 – Year 3

Step	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60
1	48,790	50,090	51,390	52,690	53,990	55,290	56,590	57,890
2	49,390	50,690	51,990	53,290	54,590	55,890	57,190	58,490
3	49,990	51,290	52,590	53,890	55,190	56,490	57,790	59,090
4	50,590	51,890	53,190	54,490	55,790	57,090	58,390	59,690
5	51,470	52,770	54,070	55,370	56,670	57,970	59,270	60,570
6	52,350	53,650	54,950	56,250	57,550	58,850	60,150	61,450
7	53,630	54,930	56,230	57,530	58,830	60,130	61,430	62,730
8	56,010	57,310	58,610	59,910	61,210	62,510	63,810	65,110
9	58,410	59,710	61,010	62,310	63,610	64,910	66,210	67,510
10	60,810	62,110	63,410	64,710	66,010	67,310	68,610	69,910
11	63,210	64,510	65,810	67,110	68,410	69,710	71,010	72,310
12	65,610	66,910	68,210	69,510	70,810	72,110	73,410	74,710
13	68,010	69,310	70,610	71,910	73,210	74,510	75,810	77,110
14	70,410	71,710	73,010	74,310	75,610	76,910	78,210	79,510
15	72,810	74,110	75,410	76,710	78,010	79,310	80,610	81,910
16	75,210	76,510	77,810	79,110	80,410	81,710	83,010	84,310
17	77,610	78,910	80,210	81,510	82,810	84,110	85,410	86,710

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 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 the 2016 -- 2019 school years shall be limited to and capped at \$65,000. During the 2018 -- 2019 school year no monies shall be paid to any certified personnel taking courses hereunder, until, at the latest, the end of the school year, at which time whatever monies are available would be distributed on a pro-rated per credit basis among all who have taken courses. (In the 2018 -- 2019 school year, the Administration, Board, and Association may review and mutually agree to distribute these monies at an earlier date.) If a course begins prior to July 1st of any given year, payment will be made at the successful completion of the course, providing the maximum contracted amount has not been exceeded, and providing it is not the last year of the contract.

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 30th of that year will be reimbursed.
9. Eligible credits (up to 12) will be reimbursed per year running from July 1st to June 30th. 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.

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 1st, 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. 6th GRADE ENVIRONMENTAL TRIP STIPEND

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

- A. 6th Grade Environmental Trip Coordinator - \$500 per trip to coordinate the trip plus \$225 to participate in the trip for a total of \$725.
- B. 6th 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. CURRICULUM WORK

Remuneration for curriculum work performed at time beyond the work day or beyond the regular school year, shall be \$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. Salary payments will be made on the 5th and 20th of September, October, November, December, January, February, March, April, and May. The June payments will be made on

June 5th 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. Certified staff members shall receive their 20th pay check 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.

1. The existing health insurance coverage is provided through Horizon Blue Cross / Blue Shield of New Jersey.
 - a. Certified staff will be provided medical and prescription coverage under the Horizon Blue Cross/ Blue Shield of NJ Direct Access Plan, the Horizon Blue Cross/ Blue Shield of NJ EPO Plan, the Horizon Blue Cross/ Blue Shield of NJ HDHP/HSA Plan or the Horizon Omnia Design 3 Plan and family dental coverage. 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.
2. 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 1st, and ending August 31st. When necessary, payment of premiums in behalf of the certified staff member shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

3. 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.
4. 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.
5. An employee may elect to waive health care. In this case, the employee will be paid in lieu of benefits at the following rates:

2016-2017 School Year

	Medical + Prescription	Dental
Single	\$0	\$0
Parent/Child	\$2,200	\$300
Husband/ Wife	\$3,200	\$300
Family	\$4,200	\$500

2017-2018 School Year

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

2018-2019 School Year

	Medical + Prescription	Dental
Single	\$0	\$0
Parent/Child	\$1,000	\$300
Husband/ Wife	\$2,000	\$300
Family	\$3,000	\$500

6. The Board will make an annual contribution to a Health Spending Account (HSA) for

employees selecting the Horizon Blue Cross/ Blue Shield of NJ HDHP/HSA 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.

7. 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.
8. 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 through Horizon Blue Cross/ Blue Shield of NJ.

2. Prescription Plan

The Board of Education shall provide a \$12 brand/\$5 generic/1x mail co-pay prescription drug program to maintain the level of coverage now in existence for employees who select the Horizon Blue Cross/ Blue Shield of NJ Direct Access Plan. Additional prescription drug programs will be offered to eligible employees.

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. 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.
- e. 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 15th.

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. Any carry over personal days saved prior to July 1, 2016 must be used during the 2016-2017 school year. If the carry over days are not used before June 30, 2017, staff will be remunerated at the rate of \$100 per day for each unused carry over day or converted to sick days.

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 attaining the required 100 hours of continuing education. 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. Highly subscribed, multi-day summer workshops shall be compensated at a rate of \$100 per day.
- 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 meet the 100-hour requirement. 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, 2016 through June 30, 2019.

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.

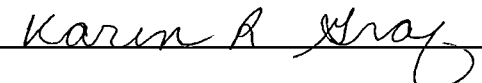
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

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




SECRETARY

BY 

PRESIDENT

ATTEST:

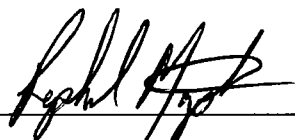
WASHINGTON TOWNSHIP EDUCATION
ASSOCIATION



SECRETARY

BY 

CO-PRESIDENT

BY 

CO-PRESIDENT