

AGREEMENT

Between

~~The Washington Township Education Association~~

and the

~~Washington Township Board of Education~~

Warren County

1976 - 1978

PREAMBLE

This Agreement entered into this
by and between the BOARD OF EDUCATION OF THE
TOWNSHIP OF WASHINGTON in the County of Morris, State of
New Jersey, hereinafter called the "Board", and the
WASHINGTON TOWNSHIP EDUCATION ASSOCIATION, hereinafter
called the "Association".

ARTICLE I

RECOGNITION

The Board of Education of the Township of Washington in the County of Morris, State of New Jersey, recognizes the Washington Township Education Association as the exclusive representative of the certified personnel employed, or to be employed, by the Board, for negotiations of salaries, terms and conditions of employment, pursuant to the provisions of Ch. 123, PL 1974, effective Jan. 1975.

The Association recognizes the Board as the elected representatives of the people of Washington Township and as the employer of the certificated personnel of the Washington Township School District.

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievance and terms and conditions of employment for all certified personnel whether under contract or on leave.

Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by this Association in the negotiating unit as above defined; and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties shall commence negotiations of a successor agreement not earlier than July 1, 1977 nor later than October 1, 1977, and such negotiations shall end not later than December 1, 1977.
- B. Within seven days of notification, meetings shall be called upon the written request of either of the parties. Requests for meetings shall contain the reason for the request and shall be directed to the respective president or his designee. Meetings shall be scheduled so as to cause the least interference with school duties. Official summary minutes shall be kept of all meetings by a secretary mutually agreed upon and jointly reimbursed by both the Board and the Association. A copy of all requests for meetings shall be forwarded to the Superintendent of Schools.
- C. The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions.
- D. When agreement is reached, it shall be reduced to writing and, when approved by the Association and the Board and signed by the parties, shall become part of the official minutes of the Board.

E. This Agreement incorporates the entire understanding between the parties on all matters which were or could have been subject of negotiation. During the terms of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing approved and duly executed by both parties .

ARTICLE III

GRIEVANCE PROCEDURE

- A. It is the sincere belief of the Board of Education that professional and harmonious relationships between Board and Staff are essential to a well run school system. Therefore, it is the desire of this Board of Education that certified personnel's grievances will be handled quickly and considerately.
1. Any certified personnel shall have the right to appeal the application of policies and administrative decisions affecting him.
 2. Certified personnel in presenting grievances shall be assured freedom from prejudicial action. A teacher having a grievance may have any person or representative of his own choosing appear with him or for him at all levels of discussion concerning the grievance.
 3. All grievances shall be given prompt attention and consideration and ample opportunity for discussion at all administrative levels.
 4. Grievances shall be handled in the manner set forth in Paragraph B of this Article.

Grievance Procedure continued

B.

1. In the first instance the teacher's complaint shall be submitted in writing to his immediate supervisor within five (5) working days of the alleged situation giving rise to the complaint. If the complaint is not settled within five (5) working days by the respective supervisor, it shall be referred to the person next in administrative responsibility. This referral must be submitted in writing within five (5) working days after the supervisor's answer.
2. If the complaint is not settled by this supervisor to whom the second appeal is made within five (5) working days, the teacher may request that the complaint be referred to the Superintendent within five (5) working days. A written report from the person or persons to whom the appeal was first made shall be submitted with the appeal of the employee to the Superintendent within five (5) working days.
3. If satisfaction is still not obtained, the teacher may then request that the Superintendent arrange a hearing before the Personnel Committee of the Board and the Superintendent within five (5) working days. This action shall be arranged within the next seven (7) working days. A full written report shall be submitted by the Superintendent with this request to the Chairman of the Personnel Committee, who in turn shall respond to the aggrieved within seven (7) working days.
4. If the individual still has not received satisfaction through the procedure described in "3" above, he may, with full knowledge of his immediate supervisor and the Superintendent, arrange an appointment with the Board of Education for discussion at the next official Board meeting.

(a) Prior to the meeting with the Board of Education, the individual may request Association support. The executive officers of the Association shall prepare a statement for the individual indicating those actions the Association is prepared to take on his behalf. The individual shall have the prerogative to terminate grievance at any step in the procedure, and the Association shall abide by the individual's decision.

(b) The Superintendent and Personnel Committee Chairman shall prepare a review of the case for the Board.

5. The Board of Education, after hearing the teacher's grievance, shall give a decision within ten (10) working days of the employee's meeting with the Board.

6. If the aggrieved is dissatisfied with the Board's recommendation, he may request the selection of an Arbitrator by the American Arbitration Association within fifteen (15) school days after receipt of the decision of the Board. The parties shall then be bound by the rules and procedures of the American Arbitration Association. The decision of the Arbitrator shall be submitted to the Board, the individual, and the Association, and shall be final and binding on all parties.

7. The costs for the services of the Arbitrator, including but not limited to per diem expenses, if any, and actual and necessary travel, and subsistence expenses shall be borne equally by the two parties involved. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE IV

LEAVES OF ABSENCE

A. PERSONAL BUSINESS LEAVES

An employee will be allowed three (3) days for personal business which cannot be transacted outside of school hours. A fourth day may be granted by the Board for good reason. When application for the fourth day is made, the reason for the request as well as explanation for the three previous days during the same year of the contract shall accompany such application. The decision of the Board concerning the fourth day will be final and binding. Personal business leave shall not be cumulative except hereinafter set forth. The employee taking such leave will give the administration ample advance notification whenever possible. No leave will be granted on the day preceding or immediately following a vacation period or holiday unless approval has been granted by the Superintendent of Schools.

Unused personal days will be accumulated at the rate of 1/2 day sick leave for each unused personal day and this to be added to the employee's accumulated sick leave. A maximum of 1 1/2 days of personal leave can be accumulated in one year and applies to accumulated sick leave.

Leaves of Absence - continued

B. SICK LEAVE

An employee will be allowed annual leave of absence for illness for a period of ten (10 days per school year with full pay. All unused days of sick leave are accumulated without limit from July 1, 1955, or date of employment, whichever comes later. A doctor's certificate may be required after three days absence.

DEATH IN FAMILY

An employee will be allowed leave of absence due to death in the immediate family (husband, wife, father, mother, child, or other relative living with the family) for a period of three days at full pay. At the discretion of the Principal, employees may be granted two additional days. Close relative (brother, sister, in-laws, grandparent, grandchild) not living with the family, 2 days; distant relative, 1 day.

EXTENDED

There may be occasions when it is necessary for an employee to be absent on sick leave for greater periods of time than are covered by the annual sick leave plan. To cover those employees who have been with the school system for a substantial period of years, the following special consideration has been made:

After 3 years of service 1/2 pay for 1 week.
After 5 years of service 1/2 pay for 5 weeks.
After 10 years of service 1/2 pay for 7 weeks.
After 15 years of service 1/2 pay for 9 weeks.

Leaves of Absence - continued

C. MATERNITY LEAVE

Leave of absence shall be granted without pay to teachers under tenure for periods up to two years at the discretion of the Board and in conformity with new state opinions. A teacher shall inform the Principal of the need for leave as early as possible so as to conform to any insurance policy covering the employee. The dates to return to work must be made known to the Superintendent no later than February 1 of the returning year.

Any teacher under tenure adopting a child shall receive similar leave which shall commence upon receiving de facto custody of said ^{CHILD} ~~infant~~ or earlier if necessary to fulfill the requirements for the adoption.

No teacher on maternity leave shall be denied the opportunity to substitute in the Washington Township School District. (In the area of her certification or competence, and with concurrence of her personal licensed physician).

D. EXTENDED LEAVES

1. An extended personal leave shall be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for

Leaves of Absence - continued

other reasons of value to the school system.

Extended personal leave shall be granted, subject to the following conditions: If there are sufficient qualified applicants, extended personal leave shall be granted to a maximum of two per cent (2%) of teachers at any one time.

Requests for extended leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than February 1, and action must be taken on all such requests no later than April 1, of the school year preceding the school year for which the extended leave is requested.

A teacher must have completed at least four (4) consecutive years of service from date of employment to the date of commencement of the leave in the Washington Township School District in order to be eligible for a year's leave of absence. This extended leave is granted without any financial remuneration.

Upon return from extended leave, a teacher shall be placed on the salary guide with no additional step for the leave year. Written notice of the desire to return to work must be made known to the Superintendent no later than February 1 of the returning year.

Leaves of Absence - continued

Under the extended leave policy, a teacher shall be eligible for hospitalization and insurance benefits for the full year provided he or she pays the premium for the full year in advance. Granting this leave would provide protection of the employee's tenure with accumulated sick leave to date with no additional days accumulated for the leave year.

E. SABBATICAL LEAVE

A sabbatical leave shall be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system.

Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than February 1, and action must be taken on all such requests no later than April 1, of the school year preceding the school year for which the sabbatical leave is requested.

A teacher must have completed at least seven (7) consecutive years of service from date of employment to the date of commencement of the sabbatical leave in the Washington Township School District in order to be eligible for a sabbatical leave.

Leaves of Absence - continued

A teacher on sabbatical shall be paid by the Board at 50% of the salary rate which he would have received had he remained in an active teaching capacity. A sabbatical leave will be granted for the full academic year only - September through June.

The Board of Education guarantees, to the recipients of sabbatical leave, that all of the benefits and experience accrued shall be frozen at the inception of their leave and shall be restored to them upon return.

Upon evidence of satisfactory completion of the sabbatical leave, the teachers shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of their absence. The teacher must then remain with the Washington Township School System for a period of three (3) years. Failure to so continue in service, the teacher shall repay on demand to the Board of Education the salary received while on leave, unless such teacher has become incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board from this obligation.

Applicants shall agree to abide by all conditions determined by the Board to govern such leave of absence. If there are sufficient qualified applicants, sabbatical leave shall be granted to a maximum of two per cent (2%) of the teaching staff.

Leaves of Absence - continued

Under the sabbatical leave policy, a teacher shall be eligible for hospitalization and insurance benefits for the full year paid by the Board of Education. Granting this leave would provide protection of the teacher's tenure with accumulated sick leave to date with no additional days accumulated for the leave year.

Any provision of this contract which may be in conflict with the terms of any insurance policy covering employees shall be taken to be conformed so as to be in full accord with the terms of such policy so that no employee shall be deprived of any benefit under any such insurance policy by reason of the terms of this contract.

ARTICLE V

INSURANCE COVERAGE

The Board shall provide insurance coverage for all certified employees in the following amounts:

Employee (100%) - Blue Cross, Blue Shield,
Rider J, Major-Medical.

Family (100%) - Blue Cross, Blue Shield,
Rider J, Major-Medical.

The insurance carrier will be The New Jersey State Health Benefits Program.

Coverage will be from February 1, 1976 thru August 31, 1978. Part-time personnel are not included in the above insurance benefits.

Providing all New Jersey Blue Cross provisions are satisfied, certified personnel will have the opportunity to purchase the New Jersey Blue Cross Prescription Program through payroll deductions.

ARTICLE VI

NJEA CONVENTION EXPENSES

The Board shall provide a twenty dollar (\$20.00) stipend for all teachers and nurses attending the NJEA Convention.

ARTICLE VII

TEACHERS' SALARY GUIDE

A teacher employed for the 1976-1977 school year will have applied to his 1975-1976 salary a 7% amount for the first year of the two year contract to determine his 1976-1977 salary.

The second year of the contract will reflect a 7% amount applied to his 1976-1977 salary. This amount represents both the vertical increment and the salary increase.

All other horizontal and tenure moves for the 1976-1977, 1977-1978 school years will follow the schedules indicated

below:

	<u>1976-77</u>	<u>1977-78</u>
Tenure	\$100.	\$100.
BA + 15	500.	500.
BA + 30	600.	700.
MA	1100.	1200.
MA + 15	1600.	1700.
MA + 30	2100.	2200.
Ed.D/Ph.D.	2600.	2700.
\$100. after 10 years in the Washington Township School System and \$100. after 15 years.		

Horizontal moves shall be paid in September and prorated portion paid, if applied for, in February.

Example: Teacher "A" at present receiving BA + 15 who satisfies all requirements for his MA, will receive \$1100. - \$500. = \$600. for the first year of the contract and an additional \$100. for the second year.

Teacher's Salary Guide - continued

The starting salary for the 1976-1977 school year shall be \$8,500.00 and the starting salary for the 1977-1978 school year shall be at the discretion of the Board of Education.

Payment of the vertical increment \$375.00 shall be conditional upon the recommendation from the Superintendent of Schools that the employee's performance has been satisfactory. The Board of Education reserves the right to withhold the vertical increment from any employee who does not receive such recommendation. Evaluation will be according to the procedure as set forth in the Teacher's Handbook and consistent with existing statutes of the State of New Jersey.

ARTICLE VIII

DUES DEDUCTION

The Board agrees to deduct from the salaries of its teachers dues for the Washington Township Education Association, the Morris County Education Association, the New Jersey Education Association and the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Monies so deducted together with records of any corrections shall be transmitted to the treasurer of the Washington Township Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. The Washington Township Education Association shall provide the secretary of the Board of Education, by June 15, an alphabetized list of members authorizing payroll deductions, indicating the monthly amount of each member's deduction, based on ten equal monthly deductions.

Dues Deduction - continued

SAVINGS PLAN:

Each teacher may individually elect to have a specific amount of his monthly salary deducted from his salary. All monies shall be placed with the Tri-County Federal Credit Union, Convent Station, New Jersey. To participate in this plan, the employee will notify the Board Secretary in writing by June 15 of the preceding year. New employees in the Washington Township School System for the 1976-1977 and 1977-1978 school year will have the opportunity to enroll during his/her first month of employment. Once enrolled, a member stays enrolled for the full contract year, and deductions shall continue at the stipulated rate.

SAVINGS BOND PLAN:

Each teacher may individually elect to have monies deducted each month to be used for the purpose of purchasing United States Savings Bonds. Bonds may be purchased in denominations of \$37.50. To participate in this plan, the employee will notify the Board Secretary in writing by June 15 of the preceding year. New employees in the Washington Township School System for the 1976-1977 and 1977-1978 school year will have the opportunity to enroll during his/her first month of employment. Once enrolled, a member stays enrolled for the full contract year, and deductions shall continue at the stipulated rate.

ARTICLE IX

TEACHER COURSE CREDITS

(Professional Development and Educational Improvement)

Fully certified full time employees will be eligible for reimbursement after one full year of employment at the rate of 100 per cent for graduate course credits to a maximum of three hundred fifteen (\$315) per year from July 1 to June 30th. Courses must be approved by the Superintendent as being appropriate to the teacher's teaching situation or position and beneficial to the school system. No approval shall be unreasonably withheld.

Horizontal Advancement on Guide

Any teacher anticipating horizontal movement in the succeeding school year to a higher salary scale must notify the superintendent, in writing, prior to December first. Said teacher shall receive notification of receipt.

Sabbatical Tuition Reimbursement

Tuition reimbursement for sabbatical leave shall be in the amount of \$525 annually. This amount shall be paid in two installments, in September and February.

ARTICLE X

MISCELLANEOUS

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

1. If by Association, to the president of the Washington Township Board of Education.
2. If by Board, to the president of the Washington Township Education Association.

Both parties shall submit copies to the Board Secretary at 402 West Mill Road, Long Valley, N. J., 07853, and the Superintendent of Schools, Benedict A. Cucinella, 402 West Mill Road, Long Valley, N. J., 07853.

ARTICLE XI

TEACHER EMPLOYMENT

TEACHER CONTRACT AND ASSIGNMENT

A. Non-Tenure teachers hired before September 30.

On or before April 30, the Board shall give to each non-tenure teacher continuously employed by it since the preceding September 30, either:

1. A written offer of a contract for employment for the next succeeding year. Said offer shall state salary step and department assignment (within the scope of the teacher's certificate).
2. A written notice that such employment will not be offered.
3. If the teacher desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before June 1. In the absence of such notice of acceptance, the written notice of contract offer shall be null and void.

B. Non-tenure teachers hired after September 30:

On or before June 1, the Board shall give to each non-tenure teacher continuously employed by it, but hired after September 30, either:

1. A written offer of a contract for employment for the next succeeding year. Said offer shall state salary step and department assignment (within the scope of the teacher's certificate).
2. A written notice that such employment will not be offered.
3. If the teacher desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before June 15. In the absence of such notice of acceptance, the written notice of contract offer shall be null and void.

C. Tenure Teachers:

On or before April 30th, the Board shall give to each tenure teacher a written notice of salary step and grade or school assignment (within the scope of the teacher's certificate).

Teacher Employment - continued

- D. 1. In the event that changes in the teacher's subject assignments are made during the summer or open positions are posted, the teachers affected shall be notified as soon as practicable.

The Secretary of the Board of Education shall receive from each teacher, prior to June 30, a stamped, preaddressed envelope indicating his summer address. These are to be used for the above notification or for notification of open positions.

2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire by March 1 through their principal to the superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, the school or schools to which he desires to be transferred (in order of his preference).

PLACEMENT ON SALARY SCHEDULE - ADJUSTMENT TO SALARY SCHEDULE

If a teacher is initially employed at a figure below his step on the guide (as defined in Article VII), upon tenure, his salary will be computed by advancing him two steps (his regular increment plus one additional) on the guide each year until he reaches his proper step.

PAY FOR EXTRACURRICULAR ACTIVITIES

<u>Program</u>	<u>76-77</u>	<u>77-78</u>
Baseball.....	\$ 133.75.....	\$ 143.11
Basketball.....	374.50.....	400.72
Basketball, J.V.....	107.00.....	114.49
Cheerleading.....	267.50.....	286.23
Cross Country.....	107.00.....	114.49
Golf.....	107.00.....	114.49
Intramurals.....	107.00.....	114.49
Track.....	240.75.....	257.60
Wrestling.....	321.00.....	343.48(+ 2 people)
Wrestling, J.V.....	107.00.....	114.49
Soccer.....	240.75.....	257.60
Band.....	240.75.....	257.60
Chorus.....	133.75.....	143.11
Dramatics.....	133.75.....	143.11
Eighth Grade Advisor.....	240.75.....	257.60
French Club.....	187.25.....	200.36
Lunchroom Supervision.....	267.50.....	286.23
Newspaper.....	187.25.....	200.36
Safety Patrol.....	187.25.....	200.36
Student Council.....	187.25.....	200.36
Yearbook.....	187.25.....	200.36

Any new personnel employed in the above positions for the 1976-1977 school year will be paid on the above schedule.

Any personnel now employed in these positions and continuing during the 1976-1977 school year will have their present compensation increased by 7%. If they continue in the same activity during 1977-1978, the same formula will be used.

ARTICLE XIII

DURATION

This agreement shall be effective in areas as to non-economic items upon signature of the parties. All items dated shall take effect as of their datelines. Items of economic concern shall become effective July 1, 1976.

This agreement shall conclude June 30, 1978.

WITNESSES:

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF WASHINGTON IN THE
COUNTY OF MORRIS, STATE OF
NEW JERSEY

Vincent J. Alibon

Mark J. Gye
President

Paul C. Calla

James J. Shewman
Secretary

WASHINGTON TOWNSHIP EDUCATION
ASSOCIATION

Vincent Danusali

Ronald J. Bojdnick
President