

**2015 – 2016**

**CONTRACT OF NEGOTIATIONS  
BETWEEN  
THE SWEDESBORO-WOOLWICH BOARD OF  
EDUCATION  
AND  
THE SWEDESBORO-WOOLWICH EDUCATION  
ASSOCIATION**

## PREAMBLE

This agreement entered into the \_\_\_ day of **July 2015**, by and between the Swedesboro-Woolwich Board of Education in the Borough of Swedesboro, New Jersey, hereinafter called the "Board," and Swedesboro-Woolwich Education Association hereinafter called the "Association."

## WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I

### RECOGNITION

#### Unit

A. Subject to the exclusions stated in Paragraph B. of this Article, the Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiations concerning grievances the terms and conditions of employment for the following employees of the Board, whether under contract or on leave:

1. all teachers, guidance counselors, school nurses, speech language therapists, occupational therapists, physical therapist, school psychologists, learning disabilities teacher consultants and school social workers holding a professional certification; and
2. all paraprofessionals possessing a minimum of 48 college credits or New Jersey Department of Education approval through the Parapro Praxis Assessment Series.

B. The following employees of the Board are excluded from the unit:

1. administrative/supervisory personnel;
2. secretaries;
2. custodians/maintenance employees;
3. technology support staff; and
4. cafeteria and playground aides.

C. Unless otherwise indicated the terms "employee" and "employees" when used in this Agreement is defined to mean all employees covered within paragraph A.

D. The term "child study team member" when used in this Agreement is defined to mean school psychologist, learning disabilities teacher consultant and school social worker.

E. The term "related services personnel" when used in this agreement is defined to mean

set forth in writing to the principal. If such written formal grievance is not filed within ten (10) school days after the initial discussion, the grievance shall be considered to be waived. The written grievance shall include the following:

- (a) the date of the incident giving rise to the grievance; the date the grievance is first discussed with the employee's principal or immediate supervisor; and the date the grievance is filed in writing;
- (b) a description of the incident or alleged violation giving rise to the grievance;
- (c) a specific delineation of the contract provision(s) or Board policy(ies) allegedly violated;
- (d) the specific remedy sought.
- (e) copies of all documents in possession of the Association and/or board relating to and relied upon in support of the grievance, if applicable at the time of the filing. Should either party discover additional documents they shall be submitted to the other party.

The principal shall communicate his/her decision to the employee and the Association in writing within five (5) school days of receipt of the written grievance.

4. If the grievance is not resolved to the employee's or the Association's satisfaction no later than five (5) school days after receipt of the principal's decision, the employee or the Association may request a review by the Superintendent. Included with the request are all of the above steps 3A-3D. The decision from the prior level should also be submitted to the Superintendent.

The Superintendent shall communicate his decision to the employee and the Association in writing within five (5) working days of receipt of the written grievance.

5. If the grievance is not resolved to the employee's or the Association's satisfaction no later than five (5) school days after receipt of the superintendent's decision, he or the Association may request a review by the Board of Education. The requests shall be submitted in writing through the CSA who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee or Association representative and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board.
6. If the Association or aggrieved party is not satisfied with the disposition of the grievance alleging a violation of a term or condition of employment at Step Five, the Association may with fifteen (15) school days after receiving written notification of the decision by the Board or the Board Committee, as the case may be, or forty-six (46) school days after the request for the hearing, notify the Board that the grievance is being submitted to arbitration.

to be present, and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.
4. A grievance which affects a number of employees may at the option of those employees be filed as a single grievance on their behalf.

D. Costs

The costs for the services of the arbitrator, including per diem expenses, if any and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. General Provision

The time limits in any of the steps outlined above may be extended by mutual agreement.

### ARTICLE III

#### EMPLOYEE RIGHTS

A. Required Meeting or Hearings

Whenever any employee 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 employee 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 an employee pending charges shall be with pay.

1. This right does not apply to evaluation conferences.

B. Just Cause Provision

No employee shall be disciplined or reprimanded without just cause.

### ARTICLE IV

#### TERMS OF EMPLOYMENT

A. Contracts

1. Notification

A teacher shall be notified in writing by the date required by law, whether or not he/she is to be rehired for the following year, and the teacher shall notify the Board in writing within 14 days of this notification, whether or not he accepts a

**Tier I**

Assistant Coach  
I& RS Committee Member  
Club Assistant

**Tier II**

Head Coach  
Team Leader  
Club Advisor  
I&RS Chairperson  
Yearbook Advisor  
Safety Patrol Advisor

**Tier III**

Grade Level Curriculum Leader  
Drama Club Assistant

**Tier IV**

Drama Club Advisor

**Hourly Rates**

	<b><u>2015-2016</u></b>
<b>Teachers</b>	<b>\$30.00</b>
<b>Paraprofessionals</b>	<b>\$18.00</b>

Having been approved by the Superintendent, the hourly rate will apply to summer workshops, committees and meetings, after school workshops, summer school, home bound instruction, tutoring, lessons, preparation and delivery of workshops, and chaperoning social events.

D. Extended School Year (ESY)

1. Compensation for ESY as noted below:

	<b><u>2015-2016</u></b>
<b>Teachers</b>	<b>\$30.00</b>
<b>Paraprofessionals</b>	<b>\$18.00</b>

E. Employee Work Year and Workday

1. The Superintendent shall provide the Association with a copy of the school calendar as recommended by the administration prior to the adoption by the Board.
2. The work year for teachers, guidance counselors, school nurses, and related personnel shall not exceed **186** days with 180 student days. The work year for paraprofessionals shall not exceed 184 days (i.e. The referenced above minus **two teacher in-service days**). The child study team work year shall be **the same as teachers plus four (4) additional work days in the months of July and August to be mutually agreed upon between the child study team member and the supervisor of the child study team.**
3. The start time and ending time of workdays for teachers, guidance counselors, school nurses, related personnel, **child study team members** and paraprofessionals shall be determined by the Board. The workday for teachers, guidance counselors, school nurses, related personnel, **child study team members** and instructional aides shall be defined as a maximum of seven (7) hours and twenty (20) minutes, inclusive of 40 minute duty free lunch with the exclusion of early dismissal days. Teachers may be scheduled for lunch duty outside their 40 minute duty free lunch. Work hours and schedule for the child study team members shall be 8:00 a.m. - 4:30 p.m. when school is in session and 9:00 a.m. - 3:00 p.m. when school is not in

**Section C above for all hours required to complete assigned tasks above the three (3) hours of non-student contact time.**

6. Teachers, guidance counselors, school nurses, related personnel, child study team members, and paraprofessionals shall be required to remain after the regular workday, without additional compensation for the purpose of attending faculty meetings which will be scheduled once per month during the school year. Faculty meetings are scheduled on a timely basis Monday through Thursday. Faculty meetings shall conclude within forty (40) minutes which is in addition to the seven (7) hour and twenty (20) minute workday. In cases where faculty meetings extend beyond the additional forty (40) minutes, employees will be paid at the hourly rate.

**Teachers, guidance counselors, school nurses, related personnel, child study team members, and paraprofessionals shall be required to attend up to two (2) additional faculty meetings per year provided they are given two (2) weeks prior notice of the two (2) additional faculty meetings. The two (2) additional faculty meetings will not be used for Professional Development (PD), Professional Learning Communities (PLC) or the training required using the Global Compliancy Network (GCN).**

7. Full day in-service meetings shall be no longer than seven (7) hours with a one-hour free lunch period. The regular workday schedule will apply for half-day in-service meetings.
8. Employees with school age children are permitted, after providing notice to the employee's direct supervisor, to leave after student dismissal to attend school conferences for their children.
9. **A special education teacher shall be provided one (1) day of release time for the purpose of writing Individual Education Plans (IEP's).**

#### F. Preparation Time

1. All fulltime teachers will receive one (1) full preparation period per day. Preparation time shall be devoted to appropriate use e.g. professional responsibilities including but not limited to planning lessons, preparing and grading students' tests and assignments, meeting with administrators, supervisors, other teachers, and parents as warranted. Preparation time lost due to field trips, special activities, absence of a specialist or in the event of an emergency will not be made up.
2. Paraprofessionals will have two breaks consisting of 15 minutes. The first break shall be in the morning and the second break in the afternoon.

#### G. I&RS Committee

The I&RS Committee will be initiated in September of each school year. Teacher

4. Employees shall receive their final checks on the last working day in June, provided they have completed all necessary assignments.
5. The schedule of paydays shall be distributed to all teachers during or before the first week of school.
6. An employee who selects the option of Credit Union deductions as outlined above shall have this option continued once selected, until notification of his/her wish to discontinue is presented to the school administrator/board secretary in writing. Such notice of discontinuance must be received on or before July 1 for it to be effective for the following academic year.
7. Salaries paid for extra curricular activities shall be paid by separate checks.
8. Employees will be provided by e-mail an explanation of payroll deductions in January and September.

#### C. Employee Assignments

1. All teachers shall be given written notice of their salary status for the ensuing year by June 1. An effort will be made to notify the teacher of their class assignment for the ensuing year by June 1 as well. However, it is noted that a change in assignment can be made at any time on the basis of perceived needs and/or in the best interests of the district.
2. All paraprofessionals shall be given written notice of their salary status for the ensuing year by June 1. An effort will be made to notify the paraprofessional of their class assignment for the ensuing year by June 1 as well. However, it is noted that a change in assignment can be made at any time on the basis of perceived needs and/or in the best interests of the district.

#### D. Payment for Moving Classrooms

Teachers who are notified after the last day of school that they have to move classrooms will be given one (1) paid day (seven hours) during the summer to prepare their classrooms at the hourly rate.

#### E. Summer Hours for School Nurses

There will be an additional thirty-five (35) hours available to each school nurse to be used at each nurse's discretion subject to the approval of the Superintendent for professional duties required to be performed before the start of the contracted school year during the months of July and August. Compensation for the thirty-five (35) hours shall be at the hourly rate. Allowable preparation shall include planning and holding Individual Health Plans (IHP) meetings, completing student immunization requirements for school attendance, reviewing and communicating individual health problems.

#### F. Loyalty Payment

Effective July 1, 2012 each employee on step fifteen (15) of the teachers' and child

which he desires to be transferred, in order of preference and must be submitted by May 1.

## **ARTICLE VII**

### **EMPLOYEE EVALUATION**

#### **A. Open Evaluation**

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited. Where the terms teacher or teachers appear in Article VII, these terms will mean the following employees: teachers, related service personnel, child study team members, guidance counselors, and school nurses.

#### **B. Frequency of Formal Evaluations**

##### **1. Non-Tenure Teachers**

- a) All non-tenure teachers shall be formally observed at least three (3) times during the school year. A follow-up conference shall be held within ten (10) working days after each observation at which time teacher strengths and weaknesses shall be indicated.
- b) On or before May 15 of each year, the Board shall give to each non-tenure teacher a written offer of a contract for the next year or a written notice that such employment shall not be offered.

##### **2. Tenure Teachers**

- a). All tenure staff members are to be observed formally at least once a year. A follow-up conference shall be held within ten (10) working days after each observation at which time teacher strengths and weaknesses shall be indicated.

#### **C. Reports and Procedures**

1. Each teacher shall receive a copy of the observation report within ten (10) working days following an observation.
2. A copy shall be signed and returned to the evaluator, the other to be placed in the teacher's personnel file.
3. A teacher shall have the opportunity to respond to the written observation by the evaluator within ten (10) working days following the conference. This reply shall be in triplicate, signed by the teacher, and forwarded to the evaluator. The evaluator shall sign the copies and return one copy to the teacher. The other copy will be placed in the teacher's personnel file.

#### **D. Annual Rating Summary**

##### **1. Notification of Summary Meeting**

In order to ensure that the teacher will be adequately prepared for this



warrant additional evaluation.

2. Paraprofessionals will receive a copy of his/her evaluation report within ten (10) working days following completion of the report.
3. A copy of the report shall be signed and returned to the evaluator to be placed in the paraprofessional's personnel file.
4. A paraprofessional shall have the opportunity to respond to the written evaluation by the evaluator within ten (10) working days following the evaluation conference. This reply shall be in triplicate, signed by the paraprofessional, and forwarded to the evaluator. The evaluator shall sign the copies and return one copy to the instructional aide. The other copy will be placed in the paraprofessional's personnel file.

#### F. Personnel Records

##### 1. File

An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have representative(s) of the Association accompany him/her during such review. At least once every three (3) years, an employee shall have the right to indicate those documents and/or materials in his/her file, which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent or his designee and if in fact they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Documents and/or materials relating to discipline or investigations of claims of discrimination, harassment and/or civil rights violations shall not be removed from personnel files unless otherwise provided. In the event that a claim or claims of discrimination, harassment and/or civil rights violations are determined to be without merit, materials relating to such claims of discrimination, harassment and/or civil rights violations shall be removed from the employee's personnel file and maintained by the district in a separate file dedicated to such claims. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at Level Two (CSA).

##### 2. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the superintendent or his designee and attached to the file copy.

##### 3. No Separate File

Although the Board agrees to protect the confidentiality of personal references,

breakdown of the leave allowance follows:

- An absence from work to attend the appointment of a spouse, child, parent, member of the family unit living in the same household, sister, brother, grandparent, mother-in-law or father-in-law with a medical specialist is covered by this definition.
- Up to five (5) days for immediate family including spouse, child, parent or member of the family unit living in the same household.
- Up to three (3) days for sister, brother, grandparents, mother-in-law, or father-in-law.

C. Legal

There shall be no loss in pay for a required appearance in court of law unless the appearance is required as a result of the commission of a crime by the employee. An employee taking legal action against the Board of Education, District or any employee of the District will not be eligible for a paid leave under this provision.

D. Personal Days

1. An allowance of up to three (3) days for religious, legal, business, household, or family matters which require absence during school hours.
2. Personal leave must be requested and approved by the Superintendent at least five (5) school days in advance of the time for which such leave is requested. Emergency events not predictable five (5) days in advance will be considered immediately.
3. No more than six percent (6.0%) of the members in an individual building, but not less than two (2) individuals will be granted a personal day on the same day. They will be allotted on a first come basis. Additional individuals may be eligible at the discretion of the superintendent.
4. The applicant's request for a personal day shall include the reason for such a request. The applicant shall not lose pay for approved personal days.
5. No personal days will be granted on a day immediately prior to and after a holiday or vacation period for the same individual. An individual will be permitted to utilize either the before or the after option, but not both as a simultaneous request to extend the holiday or vacation period.
6. All unused personal days per year shall be converted to sick leave days each school year.
7. On the four (4) professional development days which are early dismissal days no employee shall take a personal day, except as may be approved by the Superintendent.

he/she had remained on active duty. These salary rates are to be in effect for sabbatical leaves taken for study or travel.

- b. Five Month Plan - Teachers granted sabbatical leave for five (5) months or one-half of the school year shall receive one-fourth the annual salary to which they were entitled had they remained in the school district.
6. Employee must signify intent of returning to Swedesboro for two (2) years after completion of sabbatical. Employee is assured position on return and will be placed on the proper step on the salary guide as though he/she had not been on leave, in such form as may be required by him. In the event that the employee does not return to active employment, the employee will be required to reimburse the district for salary paid during the sabbatical leave.

B. Pregnancy Related Disability

The employee's employment shall continue, prior to birth with a nonspecific doctor's note indicating the anticipated delivery date. The employee shall give sixty (60) days notice prior to her planned leave of absence. A period of one (1) working month (20 school days) immediately preceding delivery of the child and one (1) working month immediately following the birth date shall be the maximum entitlement of sick leave days. Sick leave cannot be utilized for days that are not scheduled as work days. If pregnancy related disability is requested outside the parameters of the presumed disability previously noted, medical certification must be provided indicating the specific disability timeline.

C. Child Care Leave

1. The Board may grant voluntary unpaid leaves of absence for the purpose of child care to staff members who fulfill the requirements set below. Child care leave is available to eligible employees either through the Federal Family Medical Leave Act, New Jersey Family Medical Leave Act and/or through the provisions of this article. Approval is conditioned upon adequate staffing as determined by the Board.
2. Child Care Leave is available to employees.
3. Such leave generally will be for one-half or one full school year at the request of the employee and the approval of the board. Extensions will be granted at the complete discretion of the Board.
4. To avoid unnecessary interruptions in instruction, child care leaves shall generally commence on either September 1 or the first day of the third marking period, and shall terminate on September 1 or the last day of the second marking period following the leave.
5. An employee desiring an unpaid leave shall apply no less than 90 calendar days before the anticipated leave. In the case of an adoption, notice shall be given to the Superintendent when application for the adoption is made. In such cases, application shall be made for a specific leave period as soon as the employee is informed of the custody date.

B. Pay and Expenses for Professional Development

The Board will reimburse full time teachers, guidance counselors, school nurses, related service personnel, child study team members, and paraprofessionals 100% of the cost of tuition, fees, and books up to a maximum of \$4,000 each year respectively and part-time employees, which include the aforementioned, a percentage of these figures (i.e. 1/5 to 1/4) per school year for college courses taken for professional development provided:

1. The course must be for the present and future benefit of the District and approved by the Superintendent prior to the time it is taken.
2. The graduate course is successfully completed and evidence to this effect is submitted to the Superintendent. To receive reimbursement, the eligible persons must have received a grade of "B" or better.
3. Evidence of cost and charges (i.e. checks, receipts, etc.) are presented upon application for reimbursement.
4. Tuition reimbursement shall be based on the rate actually paid by the teacher.

<u>Course Completion Date</u>	<u>Reimbursement</u>
Summer Semester (courses taken June, July, August)	October 15
Fall Semester (courses taken September-December)	February 15
Spring Semester (courses taken January-June)	June 30

5. Any eligible persons receiving reimbursement must complete one year of employment with the district following the receipt of reimbursement. If the person does not complete one year of employment with the district following receipt of reimbursement and becomes employed in another educational institution within 35 miles of the District, then the person will reimburse the district 50% of the preceding year's reimbursement. For example, if a person receives reimbursement for a course(s) on February 15 and is no longer employed by the district on the following February 15 then 50% of the reimbursement received by the person will be paid back to the district.

In the case where an employee applies for a position within the District but is denied that position for which the employee's degree and/or certification was paid for under this provision, the employee will not be required to pay back the District.

C. Related Expenses

1. The use of a personal vehicle shall be considered a legitimate job expense if use of a personal car is for approved special or emergency purposes upon presentation of proof of valid drivers' license, insurance and only at a mileage reimbursement rate approved by the State of New Jersey.

- Coverage above single (3% of premium cost of their chosen coverage tier or the rate set by P.L. 2011 c. 78, whichever is greater)
2. The Board will continue to contribute a proportionate amount of the premium cost of the premium cost for individual and family Prescription Plans consistent with the contribution rate detailed and noted in XIII, A.1.-The benefit includes the following employee purchasing costs: \$10.00 Brand Name, \$5.00 Generic, \$0.00 mail order co-pay.
  3. The Board of Education will pay one hundred (100%) percent of the cost of dental insurance as provided by Delta Dental Plan of New Jersey.
  4. The Board of Education will pay one hundred (100%) percent of the cost of a long-term disability plan covers up to 60% of the pre-disability income after a 90-day benefit elimination period or after the accrued sick days have been exhausted whichever time frame is longer.
  5. A four-month grace period to immediate covered family members if the employee dies.

#### **ARTICLE XIV**

- A. Standardized tests shall be machine scored.

#### **ARTICLE XV**

##### **SPECIAL RETIREMENT ALLOWANCE**

In recognition of dedicated service to the Swedesboro-Woolwich School District the following special retirement allowance shall be implemented:

- A.
  1. Teacher personnel who complete fifteen (15) or more consecutive years of employment with the Swedesboro-Woolwich School District and who make application for retirement allowance with the Teachers' Pension and Annuity Fund- New Jersey Division of Pensions, shall receive payment for unused sick leave, accumulated in this school system, according to the following schedule:
    - a. Ten (10) dollars per day for the first 50 days
    - b. Twenty (20) dollars per day for the next 50 days
    - c. Fifty (50) dollars per day for the next 50 days
    - d. Hundred (100) dollars per day for days in excess of 150 days
  2. There shall be an \$8,000 maximum payment.
  3. The retirement allowance shall be paid in (1) of the (2) following plans:
    - a. Lump sum in July 15 of the next budget year following retirement.

**ARTICLE XVII**

**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, **2015** and continue in effect through June 30, **2016** or until a successor agreement has been completely negotiated.
- B. The Board shall provide each teacher with a copy of the current contract at Board expense.
- C. In witness whereof the Board and the Association have caused this agreement to be executed by their duly authorized representatives.

_____ President of Board Craig Frederick	_____ President of SWEA Gina Azzari
_____ Chairperson of Negotiating Board of Education Committee	_____ Chairperson of SWEA Committee Kelly Woronicak
_____ Secretary Board of Education Chris DeStratis	_____ Secretary SWEA Association Sheena Snitcher

## Salary Schedule "B"

### B. Paraprofessionals 2015 – 2016

4.50%

Step	Non Degree	BA +
2	15,389	15,889
3	15,589	16,089
4	15,789	16,289
5	16,530	17,030
6	17,308	17,808
7	18,125	18,625
8	18,983	19,483
9	19,923	20,423
9A	20,993	21,493
10	21,824	22,324

#### Longevity - Not reflected in Salary Guide

After 15 Years:	600
After 20 Years:	1,800
After 25 Years:	2,400
After 30 Years:	2,800

#### Value of Advance Credits are Inclusive in Salary Guide

BA+	500
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**SALARY GUIDES/ADVANCED CREDITS/LONGEVITY SCHEDULES ARE BASED ON A  
THREE-YEAR AGREEMENT INCLUSIVE OF LOYALTY PAY**

**4.50% FOR 2015/2016**

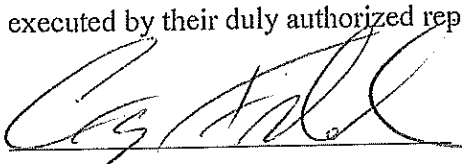




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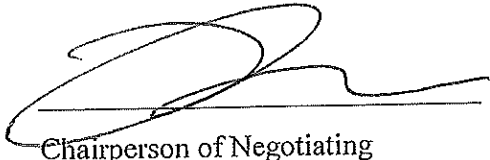
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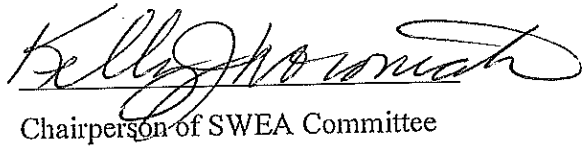
President of Board  
Craig Frederick



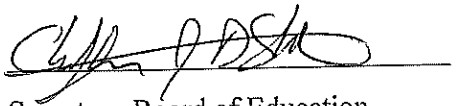
President of SWEA  
Gina Azzari



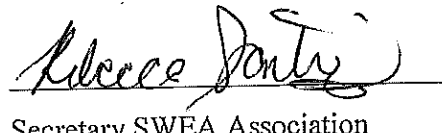
Chairperson of Negotiating  
Board of Education Committee



Chairperson of SWEA Committee  
Kelly Woronicak



Secretary Board of Education  
Chris DeStratis



Secretary SWEA Association  
Sheena Snitcher  
*Rebecca Santiago*