

2001 – 2002

2002 – 2003

2003 – 2004

CONTRACT OF NEGOTIATIONS

BETWEEN

THE SWEDESBORO-WOOLWICH BOARD OF EDUCATION

AND

THE SWEDESBORO EDUCATION ASSOCIATION

2000-2001  
2002-2003  
2003-2004  
Three-Year Teachers' Agreement

**TABLE OF CONTENTS**

<u>DESCRIPTION</u>	<u>PAGE</u>
Preamble .....	1
Article I/Recognition. ....	2
Article II/Grievance Procedure. ....	3-5
Article III/Teacher Rights .....	6
Article IV/Teacher Employment. ....	7-9
Article V/Salaries .....	10-11
Article VI/Voluntary Transfers and Reassignments .....	12
Article VII/Teacher Evaluations. ....	13-15
Article VIII/Complaint Procedure .....	16
Article IX/Teacher-Administration Liaison. ....	16
Article X/Temporary Leaves of Absence. ....	17-18
Article XI/Extended Leaves of Absence. ....	19-20
Article XII/Professional Growth. ....	21-22
Article XIII/Health Benefits .....	23
Article XIV/Standard Test Scoring. ....	23
Article XV/Special Retirement Allowance. ....	24-25
Article XVI/Representative Fee .....	26
Salary Guide .....	27
Schedule A .....	28
Article XVII/Duration of Agreement .....	29

**PREAMBLE**

This agreement entered into the 21<sup>st</sup> day of June 2001, by and between the Swedesboro-Woolwich Board of Education in the Borough of Swedesboro, New Jersey, hereinafter called the “Board,” and Swedesboro 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

#### A. Unit

The Board hereby recognized the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all professional personnel whether under contract or on leave employed by the Board, but excluding:

- Administrative/Supervisory Personnel
- All Non-Professional Personnel
- All part-time employees scheduled to work less than 40% of a full-time teacher's work week

#### B. Negotiation Date

Negotiations for the successor agreement shall proceed in accordance with the requirements of law. The Board will notify the Association President of the date on the first of September of that Negotiation year.

#### C. Definition of Teacher

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

#### D. Modification

The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing dully executed by both parties.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. Definition

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions and practices affecting the terms and conditions of employment of a teacher or group of teachers. However, the term grievance shall not apply to any matter which:

## Article II – Cont

### Grievance Procedure

1. a method of review is prescribed by Law or State Board rule having the force and effect of Law.
2. the Board of Education is without authority to act.
3. a complaint of a non-tenure teacher which arises by reason of his being dismissed for cause or not being re-employed.

#### B. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee or the Association to proceed to the next step. Failure at any step to proceed within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.  
(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance has been fully determined.
2. Any employee or representative of the Association who has a grievance shall discuss it first with his principal (or immediate superior) within fifteen (15) days of the alleged act or violation in an attempt to resolve the matter informally at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee or the Association within five (5) school days, the grievance shall be set forth in writing to the principal specifying:
  - (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.

The principal shall communicate his/her decision to the teacher 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 Superintendent shall communicate his decision to the teacher 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 teacher 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 within 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.
7. Grievances of matters, which have been determined to be non-negotiable or non-arbitrable by law, decisions of the Commissioner of Education, or prior decisions by PERC, will not be considered further.
8. Matters, which have been determined to be negotiable and arbitrable by law, decisions of the Commissioner of Education, or prior decisions by PERC, may be submitted for arbitration. Arbitration and the costs thereof will be conducted by the rules and standards of the American Association of Arbitration.
9. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association or PERC by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or PERC in the selection of an arbitrator. The arbitrator shall limit him/herself to issues submitted to him/her and shall consider nothing else. She/he can add nothing to nor subtract anything from this agreement.
10. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is clearly in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on both parties.
11. Where a question of negotiability and/or arbitrability exists, the aggrieved party at their cost shall submit the grievance to PERC for a binding decision.

C. Rights of Employees to Representation

1. Any aggrieved person may be represented at steps 3-6 of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the CSA or any later level, be notified that the grievance is in process, have the right 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. The time limits in any of the steps outlined above may be extended by mutual agreement.

## ARTICLE III

### TEACHER RIGHTS

A. Required Meeting 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.

1. This right does not apply to evaluation conferences.

ARTICLE IV

TEACHER EMPLOYMENT

A. Contracts

1. Notification

A teacher shall be notified in writing by the date required by law, whether or not he 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 contract to teach the following school year. If the letter of intent is not received within that two week time period, the Board will consider the teacher's contract terminated.

2. Placement on Salary Schedule

A teacher being employed for the first time may or may not be allowed credit on the salary guide for previous experience. Credit shall be given for military service.

B. Meetings

Teacher participation in a reasonable number of extra-curricular activities, attendance at professional staff meetings, PTA meetings, open house and similar school activities, is a part of his/her professional responsibilities.

C. Extra-Curricular Activities

Teacher participation in extra-curricular activities, which extend beyond the regularly scheduled in-school day, shall be compensated according to the rate that is negotiated. The Board shall furnish a job description.

1. Positions to be considered for compensation include: Girls' Basketball Coach, Boys' Basketball Coach, Spring Volleyball Coach, and Safety Patrol Advisor, Yearbook Advisor and Assistant Coaches for both girls' and boys' basketball as well as an Assistant Volleyball Coach.
2. Compensation for the aforementioned extra-curricular activities will be as follows:

Girls' Basketball Coach	\$	500.00
Boys' Basketball Coach		500.00
Spring Volleyball Coach		500.00
Safety Patrol Advisor		600.00
Yearbook Advisor		600.00
Assistant Girls' Basketball Coach		300.00
Assistant Boys' Basketball Coach		300.00
Assistant Volleyball Coach		300.00

D. Teacher 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.

#### Article IV – Cont

2. The teacher work year shall not exceed 184 days with 180 student days.
3. The start time and ending time of the teacher workday shall be determined by the Board. The workday shall be defined as a maximum of seven (7) hours and ten (10) minutes, inclusive of lunch. The student instructional day will be six (6) hours and thirty-five (35) minutes inclusive of lunch with instructional time beginning at the late bell and ending at the dismissal bell. On Friday, teachers are permitted to leave 10 minutes after student dismissal or once student buses have safely departed.
4. Early dismissal days for students and teachers will be scheduled preceding Thanksgiving, Winter Break, and Spring Break.
5. There will be three (3) inservice days scheduled during the school year, which will result in three (3) early dismissal days for students. One of the early dismissal days for students will be the first student day of the school year.
6. Teachers shall be required to remain after the regular workday, without additional compensation for the purpose of attending faculty meetings and seven (7) one-hour inservice meetings, which will be scheduled during the school year. Faculty meetings are scheduled on a timely basis Monday through Thursday. Reasonable efforts shall be made to conclude the faculty meeting within forty (40) minutes which is in addition to the seven (7) hours and ten (10) minutes workday. The seven (7) one-hour inservice meetings scheduled during the course of the school year are also in addition to the seven (7) hours and ten (10) minutes workday.
7. Full-day inservice meetings shall be no longer than seven (7) hours with a one-hour free lunch period. The regular full workday schedule will apply for half-day inservice meetings.

#### F. Preparation Time

All fulltime teachers will receive a maximum of 160 preparation minutes for calendar weeks with 5 full days of pupil instruction time. 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 because of field trip and other special activities or the absence of a specialist or in the event of an emergency will not be made up.

#### G. Pupil Assistance Committee (PAC)

The Pupil Assistance Committee will be initiated in September of each school year. Teacher participation as a member of the Pupil Assistance Committee shall be voluntary. A pupil assistance committee will be established at both of the district's schools. Minimally, two after-school meetings will be held each month by each of the committees. There will only be one district-wide chairperson. Annual compensation for the aforementioned responsibilities will be as follows:

\$350 for the chairperson (1 staff member)

\$250 for each regular committee member (8 staff members)

G. Pupil Assistance Committee (Cont)

As a result, the annual compensation for the Pupil Assistance Committee will be \$2,350 as per distribution noted above.

This compensation will be paid to the employee in the last pay period of the school year. The Board shall furnish a job description.

ARTICLE V

SALARIES

A. Salary

1. The salary schedules and rate of pay of employees covered by their Agreement are set forth in Schedule "A."
2. Salary adjustments shall be made effective as of September 1, 2001.

B. Deductions and Receipts

1. Each month employee employed on a ten-month basis shall be paid in twenty (20) equal semi-monthly installments, on or before the 15<sup>th</sup> and 30<sup>th</sup> of each month.
2. Each employee may individually elect to have a percentage of his/her salary deducted from his/her pay as a credit union deduction. These funds shall be deposited with the credit union in the employee's name. A SEA determined credit union shall be established by the Board as per the Association's recommendation with the following provisions:
  - a) Each employee wishing to participate must enroll no later than July to be effective for the following academic year.
  - b) Thereafter, any such participant may withdraw or revise the amount to be deducted within the first five (5) working days of January only, provided such written notice is given to the SBA/Board Secretary prior to such date.
  - c) Employees employed after September 1 may enroll within thirty days of commencing employment.
  - d) The Board shall have no responsibility or liability after transferring the authorized funds.
3. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last working day.
4. Teachers 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.

C. Teacher Assignments

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.

ARTICLE VI

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. Date

The chief School Administrator shall deliver to the association and post in all school buildings a list of known vacancies, which shall occur during the following year.

2. Filing Request

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 with the Chief School Administrator. Such statements shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

ARTICLE VII

TEACHER EVALUATION

A. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

## 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 meeting, advance notice will be extended to him or her of the forthcoming conference. This notice shall include a copy of the outline to be used as the evaluative instrument.
2. Annual Summary Conference
  - a) This conference shall be held between supervisor(s) and the teacher prior to the filing of the annual Performance Report.
  - b) Among the topics to be covered by this conference must be:
    1. A review of the performance of the teacher based upon the job description.
    2. A review of the progress, or lack thereof, of the teacher in meeting the objective of the last annual Professional Improvement Plan.
    3. A review of the available indicators of pupil progress as defined in the N.J.A.C. 6:8-3.4 and growth toward the program initiatives.

4. A review of the annual written performance report, which must be signed within five (5) working days of the review.
3. Annual Performance Report
    - a) This report shall be prepared by a certified supervisor(s) who participated in the teacher's observations. This report shall contain:
      1. Performance areas of strength.
      2. Performance areas (based on the job description) that are acceptable and need improvement.
      3. A summary of available indicators of pupil progress. This summary shall relate the indicators to the effectiveness on the overall program and the performance of the teacher.
      4. A Professional Improvement Plan shall be constructed by the evaluator and the teacher.

E. Reports and Procedures

1. Each teacher shall receive a signed copy of the annual rating summary by September 8.
2. Two (2) copies shall be signed, one copy to be retained by the teacher, the other copy to be placed in the teacher's personnel file.
3. The teacher has the right to respond to the written annual rating summary. He or she will submit a signed copy of a written statement. The copy shall be signed by both parties, a copy made and returned to the teacher. One copy will be placed in the teacher's personnel file.

F. Personnel Records

1. File

A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have representative(s) of the Association accompany him/her during such review. At least once every three (3) years, a teacher 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. 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 a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher 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 teacher 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.

Article VII Teacher Evaluation Section B (Cont)

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file, which is not available for the teacher's inspection.

ARTICLE VIII

COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which does or may influence the evaluation of a teacher shall be processed according to the procedure outlined below.

B. Meeting with Principal or Immediate Superior

The principal or immediate superior shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation

The teacher shall have the right to be represented by the Association at any meeting or conferences regarding such complaint.

ARTICLE IX

TEACHER-ADMINISTRATION LIAISON

The Association shall select a Faculty Council which shall meet with the Chief School Administrator at least once per marking period or as the need arises.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

A. Personal Illness

1. The regular yearly allowance for sick leave without loss of pay shall be ten (10) days. Such sick leave allowance is cumulative.

## Article X -Temporary Leaves Of Absence (Cont)

2. After all accumulated current sick leave has been used up, the Board, on a case by case basis, will consider an extension of additional days which the salary of teacher will be subject to the deduction of the wage of a substitute.

### B. Family Illness

The regular yearly allowance for family illness without loss of pay shall be two (2) days. Such leave allowance is not cumulative. This pertains to immediate family only (spouse, parent, child). It is restricted to serious illness requiring immediate medical attention with medical certification required.

### C. Legal

There shall be no loss in pay for a required appearance in court of law involving no moral turpitude on the part of the employee. An employee taking legal action against the Board of Education will not be eligible for a paid leave under this provision unless under the order of a subpoena.

### 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 three (3) individuals will be granted a personal day on the same day. They will be allotted on a first come basis.
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. Two (2) unused personal days per year shall be converted to two (2) sick leave days.

### E. Death or Serious Illness in Immediate Family

Up to five (5) days without loss of pay may be granted in case of death or serious illness in immediate family (spouse, child, parent or member of the family unit living in the same household). Up to three (3) days without loss of pay may be granted in case of death or serious illness for sister, brother grandparents, mother-in-law or father-in-law. One (1) day without loss of pay may be granted in case of death for a brother-in-law, sister-in-law, uncle or aunt.

### F. Good Cause

Leaves of absence with pay may be granted by the Board for good reason. Other requests for emergency and/or personal leave, without pay, shall be at the discretion of the Superintendent.

### G. School Professional Days

Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

## ARTICLE XI

### EXTENDED LEAVES OF ABSENCE

#### A. Sabbatical Leave

Upon the recommendation of the Superintendent, a sabbatical leave shall be granted to a teacher by the Board for study, scholarship, fellowship, travel or for other reasons of value to the school system, as approved by the Board of Education.

1. Applicant must have completed seven (7) consecutive years in this district.
2. Not more than one employee shall be granted leave in any one year.
3. Application for sabbatical leave is to be made in writing to the Chief School Administrator on or before December first of the year preceding the school year during which leave is requested, on a form to be supplied by the Board.
4. Approval of the Board will be contingent upon securing a certified employee qualified to assume the applicant's duties.
5. A teacher may elect one of the following methods for leave:
  - a. Ten Month Plan – A teacher on sabbatical leave shall be paid by the Board at fifty percent (50%) of the salary rate, which he/she would have received if 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

A teacher shall notify the Superintendent as soon as she is aware of her pregnancy. Her employment shall continue, prior to birth with a nonspecific doctor's note indicating the anticipated delivery date. The teacher 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 professional staff members who fulfill the requirements set below. Child care leave is available to eligible teachers either through the 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 professional staff employees with tenure.
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.
6. Upon return from leave, there is no guarantee that the employee will be assigned to the same class and/or building to which he/she was assigned prior to commencing the leave.
7. An employee may continue to participate in the district's medical insurance programs at their own expense while on Board approved unpaid leave.

D. Special Consideration Leave

A teacher may request an unpaid leave of absence of one (1) school year. The reason for the requested leave shall be at the discretion of the teacher. Such request for an unpaid leave shall be submitted in writing to the Superintendent by April 1 of the school year preceding the requested leave school year, except in an emergency as approved by the Board. The request shall be approved at the sole discretion of the Board.

## ARTICLE XII

### PROFESSIONAL GROWTH

A. Pay and Expenses for Required Training

The Board will pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other sessions which a teacher is required and/or requested by the administration to take.

B. Pay and Expenses for Professional Development

The Board will reimburse full time regular teachers 100% of the cost of tuition, fees, and books up to a maximum of \$1,650, \$1,675, \$1,700 each of the three (3) years respectively and part-time regular teachers 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 graduate course is 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.
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>
Fall Semester	February 15
Spring Semester	June 30
Summer Semester	October 15

5. If the purchase of books are reimbursed to the employee, the books art to be placed in the school library for access by all district teachers.

C. Related Expenses

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.

D. Advanced Educational Achievement

All teachers obtaining BA+15, BA+30, Masters, Masters+15, Masters+30 shall receive an additional compensation as outlined in attached schedule. Only graduate level credits shall be recognized for the purpose of horizontal movement on the salary guide.

E. Longevity

For all teachers hired by the Swedesboro-Woolwich Board of Education before September 1, 1989, longevity shall be defined as total years experience in teaching. For all teachers hired by the Swedesboro-Woolwich Board of Education on or after September 1, 1989, longevity shall be defined as total years experience teaching in the Swedesboro-Woolwich School District as an employee of the Swedesboro-Woolwich Board of Education.

## ARTICLE XIII

### HEALTH BENEFITS

- A. The Board of Education agrees to contribute for each employee who participates in a Board approved health benefits plan, amounts as listed below.
  1. Eighty-Nine (89%) percent of the premium cost for individual and family medical coverage with Blue Cross Blue Shield Blue Select PPO Plan. Except, the 89% contribution for each existing non-tenured employee and new employees hired for 2001-2002 school year shall be limited to individual coverage during the 2001-2002 school year.
  2. Eighty-Nine (89%) of the premium cost for an individual and family Prescription Plan with a \$10.00 Brand Name, \$5.00 Generic, \$0.00 mail order co-pay. Except, the 89% contribution for each existing non-tenured employee and new employees hired for 2001-2002 school year shall be limited to individual coverage during the 2001-2002 school year.

3. One Hundred (100%) percent of the cost of dental insurance as provided by Delta Dental Plan of New Jersey.
4. 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:

##### Section 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 be eligible for one thousand five hundred dollars (\$1,500.00) in special retirement allowance.
2. Notice of retirement, in writing, must be submitted to the Board of Education at least six (6) months prior to the last day of employment. Exceptions to this notice shall be considered by the Board on an individual basis. It is noted that the retiree's estate shall be paid the retiree's earned compensation under this section in the event of the retiree's death.
3. The retirement allowance shall be paid in one (1) of the two (2) following plans:
  - a. Lump sum on July 15 of the next budget year following retirement.
  - b. Lump sum on January 15 of the next calendar year following retirement.
4. Teacher personnel may choose Section A or Section B of Article XV, at their discretion, but shall not be eligible for both. The teacher will make the decision in writing, as to which plan of payment is desired at the time of notice of retirement.

##### Section B

1. Teacher personnel who complete fifteen (15) or more consecutive years of employment with the Swedesboro-Woolwich Public 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. Thirty (30) dollars per day for days in excess of 100 days
2. In order to be eligible for this benefit, teachers shall have:
    - a. At least eighty (80) days accumulated sick leave in this district; and
    - b. Shall notify the Board of his/her intent to retire six (6) months in advance of the effective retirement date.
  3. There shall be a \$4,000 maximum payment.
  4. Notice of retirement, in writing, must be submitted to the Board of Education at least six (6) months prior to the last day of employment. Exceptions to this notice shall be considered by the Board on an individual basis. It is noted that the retiree's estate shall be paid the retiree's earned compensation under this section in the event of the retiree's death.
  5. Teacher personnel may chose Section A or Section B of Article XV, at their discretion, but not both. The teacher will make the decision, in writing, as to which plan of payment is desired at the time of notice of retirement.

## ARTICLE XVII

### DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2001 and shall continue in effect 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  
Wayne Elder

---

President of SEA  
Lorraine Coles

---

Chairperson of Negotiating  
Committee Board of Education  
Joseph Chila

---

Co-Chairpersons of SEA  
Committee  
Lorraine Coles/Joanne Ellis

---

Secretary Board of Education  
Robert F. Murphy

---

Secretary SEA Association  
Cheryl Mervine