### **AGREEMENT BETWEEN THE**

### WOODSTOWN-PILESGROVE REGIONAL BOARD OF EDUCATION

AND THE

### WOODSTOWN-PILESGROVE REGIONAL EDUCATIONAL ASSOCIATION

JULY 1, 2003 THROUGH JUNE 30, 2006

# **TABLE OF CONTENTS**

#### ARTICLE

#### PAGE

I		1
II	NEGOTIATION PROCEDURE	1
III	GRIEVANCE PROCEDURE	2
IV	PROBLEM SOLVING PROCEDURE	4
V	WORK YEAR	4
VI	SALARIES	5
	Teacher Extended Service Increments	5
	Clerical Extended Service Increments	9
	Teachers Salary Guide	11
	Clerical Salary Guide	12
	Athletic Salary Schedule B	13
	Extracurricular Salary Schedule C	16
VII	LEAVES OF ABSENCE	19
VIII	WORKDAY AND WORKLOAD	22
IX	TEACHER ASSIGNMENT	24
X	CLASS SIZE	25
XI	HOME INSTRUCTION AND OTHER PROGRAMS	25
XII	TEACHER EVALUATION	25
XIII	COST OF PRINTING	
XIV	HEALTH INSURANCE	
XV	PROFESSIONAL STAFFING	27
XVI	POSTING PROCEDURES	27
XVII	NO STRIKE CLAUSE	27
XVIII	BOARD RIGHTS	27
XIX	SECRETARIAL VACATIONS	27
XX	JURY DUTY	
XXI	JUST CAUSE	
XXII		
XXIII	SAVINGS CLAUSE	
XXIV	STATUTORY SEPARABILITY	
XXV		
XXVI	DURATION OF AGREEMENT	

#### <u>ARTICLE I</u> <u>RECOGNITION</u>

- A. The Board of Education of the Woodstown-Pilesgrove Regional School District recognizes the Woodstown-Pilesgrove Regional Education Association as the exclusive representative for the bargaining unit consisting of classroom teachers, nurses, guidance counselors, librarians, teachers of special classes, secretaries, computer technicians, and paraprofessionals, but excluding the Superintendent, Assistant Superintendent, Director of Special Education, Director of Curriculum and Instruction, School Business Administrator, Principals, Assistant Principals, Supervisors who evaluate, Secretary to the Superintendent and secretaries to the Board Secretary/Business Administrator.
- B. Unless otherwise indicated, the term, "employees," when used as a generally descriptive term in accordance with provision A above, hereinafter in this Agreement, shall refer to all members of the negotiating unit, and references to male employees shall include female employees.
- C. The term "teachers" shall refer specifically to classroom teachers, nurses, guidance counselors, librarians, and teachers of special classes.
- D. The term "clerical staff" shall refer specifically to secretaries, computer technicians, and paraprofessionals included in Section A. above.

#### ARTICLE II NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement. Such negotiations begin no later than one hundred and twenty (120) days before the required budget submission date of the Board. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be adopted by the Association first and then the Board, and signed by the delegated representatives of the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board shall make available for inspection by the Association such financial records, data and information of the Woodstown-Pilesgrove Regional School District as is available to any member of the public by statutory regulation. This inspection shall be made by appointment with the Superintendent or his designee.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D. Negotiations Sessions
  - 1. Any agreement that is mutually agreeable to both parties shall be adopted by the Association and the Board.
  - 2. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be adopted by the Association and the Board and signed by the Association and the Board.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I with any organization other than the Association for the duration of this Agreement.

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

#### ARTICLE III GRIEVANCE PROCEDURE

- A. Definitions
  - 1. A grievance is defined as a violation, misapplication, or misinterpretation of this Agreement, policies, administrative decisions, or state statutes or regulations affecting the terms and conditions of employment of employees in this bargaining unit.
  - 2. A "grievant" is an employee who files a grievance.
  - 3. "Day" means a school day, when school is in session, or a work day during summer and vacation periods.
  - 4. "Representative" is a person or agent designated to represent either party in the grievance procedure.
  - 5. "Party in interest" is a person, agent or agency with an interest in the grievance.
- B. Procedures
  - 1. Grievances shall be adjudicated according to the terms of this Agreement.
  - 2. Formal grievances shall be filed in writing.
  - 3. Communications and decisions concerning formal grievances shall be in writing.
  - 4. Nothing herein precludes mutual extension of time limits of the grievance procedure.
  - 5. Parties in interest shall be permitted representatives limited to three (3) persons at all levels of the procedures.
  - 6. Failure by a grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the Board, except as provided hereafter.
  - 7. Failure to issue a decision within the specified time limit shall render the grievance settled in favor of the grievant, except as provided hereafter.
  - 8. When a written grievance is filed under C-2a. below, a copy will be submitted to the Superintendent. If, at the expiration of the time limits provided herein, there is no response from the other side, a five day notice will be given, at the expiration of which, in the continued absence of a response, the grievance will be resolved in accordance with the terms of sections 6 and 7 above.
    - a. For clerical staff grievances, failure to issue a decision within the specified time limit shall render the grievance settled in favor of the grievant. This provision will not be applicable in any grievance in which the remedy demanded exceeds the authority of the administrator who fails to respond within the time limits.
  - 9. A class grievance is a formal grievance by the Association on behalf of (or by) two (2) or more affected employees. Such class grievance may be filed at Level III, but within ten (10) days of the occurrence. If the affected employees are under the direction of one principal, then the grievance must be initiated at the principal's level.

#### C. Processing

1. Level I - Informal Grievances

A grievant shall discuss informally with the involved administrator or supervisor any alleged misinterpretation of this Agreement, within ten (10) days of such occurrence, in order to resolve the grievance. Failure to resolve grievance shall advance it to Level II.

- 2. Level II Formal Grievances
  - a. A grievant shall file a formal grievance within twenty (20) days of the occurrence, and shall specify the clause of the Agreement, the nature of the grievance, and the remedy.
  - b. The involved administrator or supervisor shall hold a hearing promptly within five (5) days of receipt of the formal grievance, and shall render this decision within five (5) days after the hearing.
- 3. Level III Appeals to the Superintendent
  - a. Within five (5) days of the decision at Level II, the grievant may request an appeal to the Superintendent. The appeal shall include all materials previously submitted.
  - b. The Superintendent shall establish a hearing within ten (10) days following such request, and notify the grievant at least five (5) days prior to the hearing date.
  - c. Within five (5) days of the said hearing, the Superintendent shall notify the parties in interest of his decision.
- 4. Level IV Appeals to the Board

Grievances appealed to the Board shall be processed as in Level III, except that the Board will establish a hearing within thirty (30) days.

- 5. Level V Arbitration
  - a. Within ten (10) days of the decision of the Board, the Association may request arbitration of the grievance by filing notice with the Superintendent.
  - b. The Board and the Association shall request a list of arbitrators from the Public Employment Relations Commission.
  - c. The selection of the arbitrator and the conduct of the arbitration hearing shall be in accordance with PERC rules.
  - d. The arbitrator shall first rule on the arbitrability of the grievance, if so requested by either party.
  - e. The arbitrator shall have no power to add to, subtract from or alter the language of the Agreement. He shall have no power to make an award inconsistent with law. He shall rule only on the interpretation of the clause of the Agreement.
  - f. The arbitrator's decision shall be binding on all parties, except that if his decision requires legislative action, such decision shall be effective only if such legislation is enacted.
  - g. The cost of the services of the arbitrator shall be shared equally by the parties.

- h. Only grievances pertaining to violation of this Agreement may be processed to arbitration.
- 6. General Provisions
  - a. No prejudice will attend any employee by reason of the utilization of participation in the grievance procedure.
  - b. The filing or pendency of any grievance shall not impede the normal management and operation of the schools.
  - c. All records of grievance processing shall be filed separately.
  - d. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

#### ARTICLE IV PROBLEM SOLVING PROCEDURE

- A. Employees shall submit problems, in writing, not of a contractual nature, to their immediate supervisor. If they are not satisfied with the solution provided by their immediate supervisor, they may appeal the problem to the Superintendent.
- B. The Superintendents decision will be final and binding.
- C. All of the problems submitted in this procedure will be in writing and all of the answers given to the employee will be in writing.

#### ARTICLE V WORK YEAR

- A. The teacher work year shall consist of one hundred and eighty-three (183) pupil days and one hundred and eighty-six (186) teacher days. One (1) teacher day shall be utilized for orientation and two (2) teacher days shall be utilized for in-service activity.
- B. All new teachers must report for 2 special orientation in-service days for new staff members only.
- C. In the event that it becomes necessary to add pupil days to an adopted calendar, the Association shall be given the opportunity to make recommendations as to how this should be done.
- D. All ten (10) month secretaries and computer technicians will be required to work two hundred (200) days, excluding holidays. All twelve (12) month secretaries and computer technicians will be required to work two hundred and forty (240) days, except for Saturdays, Sundays, rotating holidays and earned vacation time. Paraprofessionals will be required to work one hundred ninety-eight (198) days. All other days between July 1 and June 30 are considered work days.
- E. If a clerical employee is requested to work on a holiday, the employee will receive holiday pay (a day's pay) plus an extra day's pay.
- F. Due to the variation in school calendars from year to year, and the nature of the position, the clerical staff holidays shall conform to that of the teaching staff with the exception of Christmas and Easter recesses, which will be determined by the building principal and approved by the Superintendent.

- G. When normal teacher and/or student attendance is excused for safety or emergency reasons, the attendance of clerical staff may be excused at the discretion of the Superintendent or his designee. Clerical employees will not be required to report on emergency closing days, but must use vacation or comp days, or make up the days. Attendance of clerical staff is not required if county or state authorities declare an emergency, and shall not be charged to vacation, compensatory, or make-up days.
- H. Secretaries will be able to choose when to use compensatory days and make-up days with their supervisors' approval. If the student calendar is altered due to emergency closing(s), those days may not be utilized as compensatory or make-up days.

#### ARTICLE VI SALARIES

- A. Salary payments will be as follows:
  - 1. Any regular, annual or school year teacher who is under contract in any of the categories listed in the recognized bargaining unit and who is employed only a portion of each day shall have his salary prorated in accordance with this schedule. Salary increments shall be by action of the Board of Education and shall be based upon approved service. Any increments or adjustments may be withheld in accordance with New Jersey Law. Except for any increments or adjustments withheld in accordance with the legal authority of the Board, all employees covered by this guide will be placed on their proper step for the school year in which schedules apply
  - 2. Teachers employed on a twelve (12) month basis shall be paid in twelve (12) monthly installments.
  - 3. Teachers employed on a ten (10) month basis shall be paid in ten (10) monthly installments.
  - 4. Teachers employed on a ten (10) month basis may individually elect to have a portion of their monthly salary deducted so that they may have a summer plan. The deducted funds shall be paid to the teacher at the end of June or in equal amounts on or about the 15th of the months of July and August. Any teacher may have an amount of his choosing deducted from his pay and deposited for him in the Salem County School Employees Federal Credit Union. Monthly payments will be made on or about the fifteenth (15th) of the month. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
  - 5. Teachers shall receive their final checks on the last working day in June or upon completion of the check-out condition for the year.
  - 6. Extended Service Increments

Teachers who have completed a certain number of years in teaching and a certain number of years in the district are eligible for extended service, increments according to the following table:

Years in Teaching	Years in District	Payment	Amount
5	5	А	500
10	5	В	1000
15	10	С	1500
20	15	D	2000
25	20	E	2500
30	25	F	3000
35	30	G	3500

In order to receive extended service increments, faculty members must complete nine (9) semester hours of graduate credit within the previous five (5) years.

For example: an individual with nine (9) years teaching and five (5) years in the district was put on Step A in 1994-95. That person will have ten (10) years teaching and six (6) years in the district as of the end of the 1994-95 school year. If he/she can demonstrate the completion of an additional nine (9) credits taken within the previous five (5) years, he/she will advance to Step B as of 9/1/95.

In all other cases, a faculty member who is eligible for extended service increments will move up a step every five (5) years provided nine (9) credits are earned within the preceding five (5) years.

If a person is not at his "eligible" step because he/she failed to earn the nine (9) credits, he/she can move up in a successive year if the required credits are later earned; however, the credits must always be earned during the previous five (5) years. A person may not skip a step.

In-service credit may be substituted for three (3) graduate hours under Section 6 but may not be substituted for the remaining six (6) graduate credit portion. Fifteen (15) hours of in-service shall equal one (1) credit hour. In-service shall include:

Summer courses. Weekend courses. Courses taken during breaks in the school year. Work on committees involving curriculum development, with the approval of the Superintendent and Curriculum Director.

In-service instruction provided by a staff member to other staff at double the rate (two (2) hours credit for one (1) hour lecturing), with the approval of the Superintendent and Curriculum Director.

In-service credit shall not be given for work done during the teacher's regular workday or for attendance at conventions.

If a person is approved to substitute in-service hours for these three (3) credits, he/she will not also receive an hourly stipend.

When a faculty member reaches the doctorate level, he/she no longer needs to satisfy the credit require requirement for extended service increments

In all other cases after 9/1/94 a faculty member who is eligible for extended service increments will move up a step every five (5) years provided nine (9) credits are earned within the preceding five (5) years.

If a person is not at his 'eligible step he can move up in a successive year if the required credits are earned during the previous five (5) years. A person may not skip a step.

7. Teachers who retire immediately from service under the rules of TPAF (not vesting benefits) and who have not less than ten (10) years of service in Woodstown-Pilesgrove will be compensated for 1/2 of their accumulated sick leave days, after the first fifty (50) days, which shall be deducted, at the rate of seventy dollars (\$70) per day (after deductions) in 2003-2004; seventy-five (\$75) per day in 2004-2005; and eighty dollars (\$80) per day in 2005-2006.

Teachers who claim this payment must notify the Board of their intent to retire by December I of their final year of service if they retire at the end of the school year, or not less than seven (7) months in

advance of their retirement date if they retire at any other time. If, due to unusual circumstances notice is given less than seven (7) months in advance, payment may be made twelve (12) months after the receipt of notice. In the event that a teacher, having met all requirements herein, dies before receiving payment, payment will be made to the teacher's estate.

Payment will be made in any of the following schedules, at the option of the teacher.

- a. Full payment on or about July 1.
- b. Full payment on or about January 1.
- c. Half on each date.
- 8. Professional Development and Educational Improvement

The Board and the Association affirm that continued intellectual growth on behalf of its employees is vital to the progressive development of the educational program.

- a. The contractual agreement to pay teachers an ongoing additional sum of \$10 per credit earned prior to July 1, 1975, and \$15 per credit earned prior to July 1, 1976, shall be continued. Teachers will be reimbursed for tuition for graduate credits earned up to a limit of \$1700 per teacher in 2003-2004; \$1750 in 2004-05; and \$1800 in 2005-06 by the Board of Education with the appropriate approval and submission of the necessary documentation and proof of payment. Books and fees can be reimbursed out of the per teacher maximums.
- b. Payment for additional credits earned after July 1, 1977, shall be subject to the following conditions.
  - (1) A maximum of 12 credits per employee will be reimbursed in any fiscal year, providing such credits were earned during that fiscal year.
  - (2) Payments will be made within 45 days after the teacher submits official transcripts or letters of completion to the Superintendent of Schools and providing that the teacher has earned a grade of B or better or a grade of passing in pass/fall courses.
  - (3) Payment may be withheld for courses taken to satisfy emergency or provisional certification requirement, or for courses taken to pursue any degree not related to the educational profession, or for courses paid for by any other public or private funding or for courses taken while on sabbatical or other extended leaves of absence. Tuition reimbursement will be granted for graduate courses. The Board will reimburse teachers for undergraduate credits necessary to retain certification or if the administration requires the courses. The Board will also pay the cost of in-service programs taken outside the district.
  - (4) To be eligible for reimbursement, employees must notify the Superintendent and receive his approval prior to enrolling in graduate courses.
  - (5) Employees who are enrolled in a matriculated program for Masters Degree in the field of Education or in the field of the subject area endorsement of their teaching certificate, and who reach one-half (1/2) the required credits toward that degree on or after July 1, 1991, shall receive a one-time lump sum payment of \$500. Employees shall submit proof of the completed credits and of total credits required for the degree when applying for the payment.

- (6) Upon receiving a Doctoral degree, a teacher will no longer need to satisfy the credit requirement for the longevity payment.
- c. The Association agrees to cooperate in arranging in-service courses, workshops, conference visits to industries of neighboring school systems, and programs designed to improve the quality of education. Such activities shall be coordinated through the "Education Liaison and District-wide Educational Council." Final approval will rest with the Superintendent of Schools. Such decision shall not be subject to binding arbitration.
- d. The Board will reimburse secretaries, computer technicians, and paraprofessionals for college or other courses related to their duties in Woodstown-Pilesgrove, subject to the prior approval of the Superintendent, up to \$400 in 2003-04; \$450 in 2004-05; and \$500 in 2005-06. Books and fees can be reimbursed out of the per maximums.
- 9. Initial Employment

Initial hiring guide placement for new teachers to be, hired for 1980-81 school year (and thereafter) shall be negotiable between the prospective new hire and the Board, provided that such salary shall not be above what would be the normal stop placement based on experience, etc., and shall entitle the teacher to normal step progression thereafter.

Bachelor Degree Bachelor Degree plus thirty (30) graduate credits Masters Degree Masters Degree plus thirty (30) graduate credits

All credits beyond the stated degree shall be at the graduate level and be given by institutions approved by the New Jersey State Board of Education. Transcripts, an official diploma, or notification of grades bearing an official and proper college seal shall be submitted to the Superintendent of Schools, who will evaluate the credits for Board of Education approval.

- B. Secretary, Computer Technician, and Paraprofessional Salaries
  - 1. All employees covered by this Salary Schedule shall be construed to be on duty for the calendar year, twelve (12) months unless otherwise scheduled.

The working year for ten (10) month secretaries and computer technicians shall be construed as 200 days. The working year for eleven (11) month staff members shall be construed as 220 days. The working year for twelve (12) month staff members shall be construed as 240 days, less earned vacation. The working year for paraprofessionals shall be one hundred ninety-eight (198) days.

A work day is defined as a day in which the employee is scheduled for work at the place of employee assignment or on approved vacation.

Salary for 240 work days, less vacation, will be computed on approved salary guide in accordance with classification.

- 2. An employee covered by this Salary Schedule will advance only one (1) step per contract year.
- 3. Transfers from one position to another shall be given full credit for all years of experience presently held at the time of transfer.

- 4. Initial placement on scale may be negotiated on the basis of training and experience as approved by the Superintendent for new clerical staff employees.
- 5. Any regular, annual or school year clerical employee who is under contract in any of the categories listed in the recognized bargaining unit and who is employed only a portion of each day shall have his salary prorated in accordance with this schedule. Salary increments shall be by action of the Board of Education and shall be based upon approved service. Any increments or adjustments may be withheld in accordance with New Jersey School Law Title 18A:29-14. A member of the bargaining unit whose increment or adjustment is withheld may use the appeal procedure in New Jersey School Law Title 18A:29-14 or may grieve the action in accordance with the grievance procedure in this Agreement.
- 6. In order to receive extended service increments, clerical staff must complete forty-five (45) hours of inservice credit as approved by his/her immediate supervisor within the previous five (5) years. At least thirty (30) of the forty-five (45) hours must be in an area of technology related to the clerical staff member's specific assignment. In-service instruction provided by a clerical staff member to other clerical staff members with the approval of the immediate supervisor shall accrue at double the rate of hours for the instructor (e.g. two (2) hours of in-service credit for one (1) hour of instruction). In-service credit shall not be given for work done during the regular work day or for attendance at conventions. College courses and workshops may be counted with prior approval of the administration.

Extended service increments shall be:	After 15 years	\$850.00 additional
	After 20 years	\$950.00 additional
	After 25 years	\$1050.00 additional
	After 30 years	\$1150.00 additional
	After 35 years	\$1250.00 additional

7. Clerical staff members who retire immediately for service under the rules of PERS (not vesting benefits) and who have not less than ten (10) years service in Woodstown-Pilesgrove will be compensated for one-half (1/2) of their accumulated sick leave days, after the first fifty (50) days, which shall be deducted, at the rate of fifty dollars (\$50) per day in 2003-2004; fifty-five dollars (\$55) per day in 2004-2005; and sixty dollars (\$60) per day in 2005-2006 (after deductions).

Clerical staff members who claim this payment must notify the Board of their intent to retire by December 1 of their final year of service if they retire at the end of the school year, or not less than seven (7) months in advance of their retirement date if they retire at any other time. If, due to unusual circumstances, notice is given less than seven (7) months in advance, payment may be made twelve (I2) months after the receipt of notice. In the event that a clerical staff member, having met all the requirements herein, dies before receiving payment, payment will be made to the clerical staff estate.

Payment will be made in any of the following schedules, at the option of the clerical staff member:

- a. Full payment on or about July I
- b. Full payment on or about January I
- c. Half on each date.

#### C. Extracurricular Salaries

1. Full adjustment to guide shall be made upon issuance of annual contract except as provided in (A) above.

2. Any teacher who has been employed in the Woodstown-Pilesgrove Regional School District in any position listed shall receive credit for each year of such service if he or she is hired for any other position listed in the same athletic or extracurricular category.

Ticket takers, sellers, scorekeepers and timekeepers will be paid \$59.50 per event effective 2003-2004, \$60.40 in 2004-2005 and \$61.30 in 2005-2006. The head football ticket taker will be paid \$95.65 per event in 2003-2004, \$97.09 in 2004-2005 and \$98.54 in 2005-2006. The head ticket taker for any other sport will be paid \$77.88 in 2003-2004, \$79.05 in 2004-2005 and \$80.23 in 2005-2006.

	TEACHERS SAL	ARY GUIDE YEA	R 1 2003-200	4
Step	<b>Bachelor's</b>	Bachelor's + 30	Master's	Master's + 30
1	35,021	36,506	38,042	39,629
2	35,328	36,813	38,349	39,936
3	35,635	37,120	38,656	40,243
4	35,942	37,427	38,963	40,550
5	36,342	37,827	39,363	40,950
6	36,792	38,277	39,813	41,400
7	37,376	38,861	40,397	41,984
8	38,062	39,547	41,083	42,670
9	39,292	40,777	42,313	43,900
10	41,155	42,639	44,175	45,763
11	43,584	45,069	46,605	48,192
12	48,482	49,967	51,503	53,090
13	52,416	53,901	55,437	57,024
14	56,873	58,358	59,894	61,481
15	62,966	64,450	65,986	67,574

#### TEACHERS SALARY GUIDE --- YEAR 2 --- 2004-2005

Step	<b>Bachelor's</b>	Bachelor's + 30	Master's	Master's + 30
1	36,571	38,056	39,592	41,179
2	36,878	38,363	39,899	41,486
3	37,185	38,670	40,206	41,793
4	37,492	38,977	40,513	42,100
5	37,892	39,377	40,913	42,500
6	38,342	39,827	41,363	42,950
7	38,926	40,411	41,947	43,534
8	39,612	41,097	42,633	44,220
9	40,842	42,327	43,863	45,450
10	42,705	44,189	45,725	47,313
11	45,134	46,619	48,155	49,742
12	50,032	51,517	53,053	54,640
13	53,966	55,451	56,987	58,574
14	58,423	59,908	61,444	63,031
15	64,516	66,000	67,536	69,124

## TEACHERS SALARY GUIDE --- YEAR 3 --- 2005-2006 Bachelor's Bachelor's + 30 Master's Master's + 30

	I LACHERO DAL		113 - 2003 - 2003	<i>/</i> 0
Step	<b>Bachelor's</b>	Bachelor's + 30	Master's	Master's + 30
1	38,401	39,886	41,422	43,009
2	38,708	40,193	41,729	43,316
3	39,015	40,500	42,036	43,623
4	39,322	40,807	42,343	43,930
5	39,722	41,207	42,743	44,330
6	40,172	41,657	43,193	44,780
7	40,756	42,241	43,777	45,364
8	41,442	42,927	44,463	46,050
9	42,672	44,157	45,693	47,280
10	44,535	46,019	47,555	49,143
11	46,964	48,449	49,985	51,572
12	51,862	53,347	54,883	56,470
13	55,796	57,281	58,817	60,404
14	60,253	61,738	63,274	64,861
15	66,346	67,830	69,366	70,954

	ļ				
Step	12 Month	12 Month	10 Month	10 Month	Paraprofessional
	Secretary	Tech	Tech	Secretary	
1	21,066	21,821	18,761	18,126	16,956
2	21,266	22,021	18,961	18,326	17,156
3	21,466	22,221	19,161	18,526	17,356
4	21,666	22,421	19,361	18,726	17,556
5	21,866	22,621	19,561	18,926	17,756
6	22,166	22,921	19,811	19,176	17,986
7	22,836	23,591	20,371	19,736	18,496
8	23,606	24,361	21,011	20,376	19,096
9	24,956	25,711	22,131	21,496	20,106
10	26,836	27,591	23,711	24,176	21,566
11	29,186	29,941	25,661	25,026	23,356
12	31,646	32,401	27,711	27,076	25,256
13	34,366	35,121	29,991	29,356	27,346
14	37,276	38,031	32,401	31,766	30,486

#### CLERICAL SALARY GUIDE --- YEAR 2 --- 2004-2005

Step	12 Month	12 Month	10 Month	10 Month	Paraprofessional
	Secretary	Tech	Tech	Secretary	
1	21,566	22,321	19,261	18,626	17,456
2	21,766	22,521	19,461	18,826	17,656
3	21,966	22,721	19,661	19,026	17,856
4	22,166	22,921	19,861	19,226	18,056
5	22,366	23,121	20,061	19,426	18,256
6	22,666	23,421	20,311	19,676	18,486
7	23,336	24,091	20,871	20,236	18,996
8	24,106	24,861	21,511	20,876	19,596
9	25,456	26,211	22,631	21,996	20,606
10	27,336	28,091	24,211	24,676	22,066
11	29,686	30,441	26,161	25,526	23,856
12	32,146	32,901	28,211	27,576	25,756
13	34,866	35,621	30,491	29,856	27,846
14	37,776	38,531	32,901	32,266	30,986

#### CLERICAL SALARY GUIDE --- YEAR 3 --- 2005-2006

Step	12 Month	12 Month	10 Month	10 Month	Paraprofessional
	Secretary	Tech	Tech	Secretary	
1	22,066	22,821	19,761	19,126	17,956
2	22,266	23,021	19,961	19,326	18,156
3	22,466	23,221	20,161	19,526	18,356
4	22,666	23,421	20,361	19,726	18,556
5	22,866	23,621	20,561	19,926	18,756
6	23,166	23,921	20,811	20,176	18,986
7	23,836	24,591	21,371	20,736	19,496
8	24,606	25,361	22,011	21,376	20,096
9	25,956	26,711	23,131	22,496	21,106
10	27,836	28,591	24,711	25,176	22,566
11	30,186	30,941	26,661	26,026	24,356
12	32,646	33,401	28,711	28,076	26,256
13	35,366	36,121	30,991	30,356	28,346
14	38,276	39,031	33,401	32,766	31,486

#### 2003-2004 Schedule B

S	TEP 1	2	3	4	5	6	7	8
POSITION								
BASEBALL-HEAD	3254	3370	3484	3600	3789	3979	4169	4358
BASEBALL-ASST.	2363	2479	2570	2685	2874	3064	3254	3444
FOOTBALL-HEAD	4037	4150	4266	4382	4572	4760	4951	5140
FOOTBALL-ASST.	2668	2783	2874	2990	3181	3370	3560	3749
BASKETBALL-HEAI		3727	3841	3955	4146	4335	4525	4715
BASKETBALL-ASST		2530	2622	2736	2927	3116	3306	3496
CROSS COUNTRY	2910	3026	3139	3254	3444	3634	3824	4013
TENNIS	2910	3026	3139	3254	3444	3634	3824	4013
TENNIS-ASST.	2363	2479	2570	2685	2874	3064	3254	3444
TRACK-HEAD	3238	3353	3467	3582	3771	3962	4151	4340
TRACK-ASST.	2363	2479	2570	2685	2874	3064	3254	3444
HOCKEY-HEAD	3589	3737	3801	3968	4157	4347	4537	4727
HOCKEY-ASST.	2363	2479	2570	2685	2874	3064	3254	3444
SOFTBALL-HEAD	3254	3370	3484	3600	3789	3979	4169	4358
SOFTBALL-ASST.	2363	2479	2570	2685	2874	3064	3254	3444
GOLF	2283	2397	2513	2628	2818	3007	3196	3386
SOCCER-HEAD	3254	3370	3484	3600	3789	3979	4169	4358
SOCCER-ASST.	2363	2479	2570	2685	2874	3064	3254	3444
WRESTLING-HEAD	3376	3490	3605	3719	3911	4101	4289	4480
WRESTLING-ASST.	2363	2479	2570	2685	2874	3064	3254	3444
SWIMMING-HEAD	3134	3248	3364	3479	3668	3859	4049	4238
SWIMMING-ASST.	2381	2495	2579	2703	2892	3083	3271	3461
INT-HEAD	2443	2560	2674	2788	2979	3168	3358	3548

#### 2004-2005 Schedule B

	STEP	1	2	3	4	5	6	7	8
POSITION									
BASEBALL-HEAI		3303	3421	3536	3654	3846	4039	4232	4423
BASEBALL-ASST		2398	2516	2609	2725	2917	3110	3303	3496
FOOTBALL-HEAD		4098	4212	4330	4448	4641	4831	5025	5217
FOOTBALL-ASST		2708	2825	2917	3035	3229	3421	3613	3805
BASKETBALL-HI		3664	3783	3899	4014	4208	4400	4593	4786
BASKETBALL-AS		2451	2568	2661	2777	2971	3163	3356	3548
CROSS COUNTRY	Y	2954	3071	3186	3303	3496	3689	3881	4073
TENNIS		2954	3071	3186	3303	3496	3689	3881	4073
TENNIS-ASST.		2398	2516	2609	2725	2917	3110	3303	3496
TRACK-HEAD		3287	3403	3519	3636	3828	4021	4213	4405
TRACK-ASST.		2398	2516	2609	2725	2917	3110	3303	3496
HOCKEY-HEAD		3643	3793	3858	4028	4219	4412	4605	4798
HOCKEY-ASST.		2398	2516	2609	2725	2917	3110	3303	3496
SOFTBALL-HEAI		3303	3421	3536	3654	3846	4039	4232	4423
SOFTBALL-ASST		2398	2516	2609	2725	2917	3110	3303	3496
GOLF		2317	2433	2551	2667	2860	3052	3244	3437
SOCCER-HEAD		3303	3421	3536	3654	3846	4039	4232	4423
SOCCER-ASST.		2398	2516	2609	2725	2917	3110	3303	3496
WRESTLING-HEA		3427	3542	3659	3775	3970	4163	4353	4547
WRESTLING-ASS		2398	2516	2609	2725	2917	3110	3303	3496
SWIMMING-HEA		3181	3297	3414	3531	3723	3917	4110	4302
SWIMMING-ASS		2417	2532	2618	2744	2935	3129	3320	3513
INT-HEAD		2480	2598	2714	2830	3024	3216	3408	3601

#### 2005-2006 Schedule B

	STEP	1	2	3	4	5	6	7	8
POSITION									
BASEBALL-HEAI		3353	3472	3589	3709	3904	4100	4295	4489
BASEBALL-ASST		2434	2554	2648	2766	2961	3157	3353	3548
FOOTBALL-HEAD		4159	4275	4395	4515	4711	4903	5100	5295
FOOTBALL-ASST		2749	2867	2961	3081	3277	3472	3667	3862
BASKETBALL-HI		3719	3840	3957	4074	4271	4466	4662	4858
BASKETBALL-AS		2488	2607	2710	2819	3016	3210	3406	3601
CROSS COUNTRY	Y	2998	3117	3234	3353	3548	3744	3939	4134
TENNIS		2998	3117	3234	3353	3548	3744	3939	4134
TENNIS-ASST.		2434	2554	2648	2766	2961	3157	3353	3548
TRACK-HEAD		3336	3454	3572	3691	3885	4081	4276	4471
TRACK-ASST.		2434	2554	2648	2766	2961	3157	3353	3548
HOCKEY-HEAD		3698	3850	3916	4088	4282	4478	4674	4870
HOCKEY-ASST.		2434	2554	2648	2766	2961	3157	3353	3548
SOFTBALL-HEAI		3353	3472	3589	3709	3904	4100	4295	4489
SOFTBALL-ASST		2434	2554	2648	2766	2961	3157	3353	3548
GOLF		2352	2469	2589	2707	2903	3098	3293	3489
SOCCER-HEAD		3353	3472	3589	3709	3904	4100	4295	4489
SOCCER-ASST.		2434	2554	2648	2766	2961	3157	3353	3548
WRESTLING-HEA		3478	3595	3714	3832	4030	4225	4418	4615
WRESTLING-ASS		2434	2554	2648	2766	2961	3157	3353	3548
SWIMMING-HEA		3229	3346	3465	3584	3779	3976	4172	4367
SWIMMING-ASS		2453	2570	2657	2785	2979	3176	3370	3566
INT-HEAD		2517	2637	2755	2872	3069	3264	3459	3655

2003-2004 Schedule C						
	Step	1	2	3	4	5
High School						
Department Chair		2087	2157	2283	2466	2650
Cheerleader Advisor		2265	2420	2611	2799	2990
Cheerleader Asst.		2105	2173	2363	2553	2743
Band Director		2799	2990	3181	3370	3438
Band Director Asst.		1656	1724	1915	2105	2294
Drama Advisor		2007	2196	2386		
Yearbook Advisor		2162	2397	2542		
Yearbook Asst. Advisor		844				
Newspaper Advisor		2162	2397	2542		
Student Council Advisor		2071	2263			
Senior Class Advisor		2294				
Junior Class Advisor		2099				
Sophomore Class Advisor		1917				
Freshmen Class Advisor		1917				
Student Store		2007				
Music Director		1175				
Choreographer		880				
Set Director		1172				
Pit Band		880				
Dir.Prod.		1845				
Mock Trial		1317				
National Honor Society		1175				
FBLA		1175				
FFA		1175				
AVA		1807				
Middle Cohool						
Middle School Yearbook Advisor		977				
Student Council Advisor		1348				
Newspaper Advisor		977				
Drama Advisor		1346				
Music Director		1172				
Choreographer		880				
Set Director		1172				
Grade Chair		1760	1892	2030	2173	2323
AVA		1807	1092	2030	2173	2323
ΛΥΛ		1007				
Mary Shoemaker						
Department Chair		1760	1892	2030	2173	2323
AVA		1807				

2004-2005 Schedule C						
	Step	1	2	3	4	5
High School						
Department Chair		2118	2189	2317	2503	2690
Cheerleader Advisor		2314		2650	2841	3035
Cheerleader Asst.		2137			2591	2784
Band Director		2841	3035	3229	3421	3490
Band Director Asst.		1681	1750	1944	2137	2328
Drama Advisor		2037	2229	2422		
Yearbook Advisor		2194	2433	2580		
Yearbook Asst. Advisor		857				
Newspaper Advisor		2194	2433	2580		
Student Council Advisor		2102	2297			
Senior Class Advisor		2328				
Junior Class Advisor		2131				
Sophomore Class Advisor		1946				
Freshmen Class Advisor		1946				
Student Store		2037				
Music Director		1193				
Choreographer		893				
Set Director		1190				
Pit Band		893				
Dir.Prod.		1873				
Mock Trial		1337				
National Honor Society		1193				
FBLA		1193				
FFA		1193				
AVA		1834				
Middle School						
Yearbook Advisor		992				
Student Council Advisor		1368				
Newspaper Advisor		992				
Drama Advisor		1366				
Music Director		1190				
Choreographer		893				
Set Director		1190				
Grade Chair		1786	1920	2060	2206	2358
AVA		1834				
Mary Shoemaker						
Department Chair		1786	1920	2060	2206	2358
AVA		1834	1720	2000	2200	2550
		1004				

2005-2006 Schedule C						
	Step	1	2	3	4	5
High School						
Department Chair		2150	2222	2352	2541	2730
Cheerleader Advisor		2364	2493	2690	2884	3081
Cheerleader Asst.		2169	2239	2434	2630	2826
Band Director		2884	3080	3277	3472	3542
Band Director Asst.		1706	1776	1973	2169	2363
Drama Advisor		2067	2262	2458		
Yearbook Advisor		2227	2469	2619		
Yearbook Asst. Advisor		870				
Newspaper Advisor		2227	2469	2619		
Student Council Advisor		2133	2331			
Senior Class Advisor		2363				
Junior Class Advisor		2162				
Sophomore Class Advisor		1975				
Freshmen Class Advisor		1975				
Student Store		2067				
Music Director		1211				
Choreographer		907				
Set Director		1208				
Pit Band		907				
Dir.Prod.		1901				
Mock Trial		1357				
National Honor Society		1211				
FBLA		1211				
FFA		1211				
AVA		1861				
Middle School						
Yearbook Advisor		1007				
Student Council Advisor		1389				
Newspaper Advisor		1007				
Drama Advisor		1387				
Music Director		1208				
Choreographer		907				
Set Director		1208				
Grade Chair		1813	1949	2091	2239	2394
AVA		1861				
Mary Shaamakar						
Mary Shoemaker Department Chair		1813	1949	2091	2239	2394
AVA		1815	1747	2071	4437	<i>437</i> 4
		1001				

#### ARTICLE VII LEAVES OF ABSENCE

- A. Except for personal disability or emergency situation, employees included in this Agreement shall be expected to work each designated workday unless excused under the following stipulations:
- B. Leave With Full Pay:
  - 1. For ten (10) month employees, allowance for personal illness or disability will be ten (10) days per year with the unused portion accumulated without limit. After five (5) years of service in the district, one (1) additional day per year will be available until a maximum of five (5) per year is reached, for serious illness in the immediate family, defined as parents, spouse or children. Unused family illness days will convert to sick leave and be accumulated at the end of each fiscal year.
  - 2. For twelve (12) month employees, allowance for personal illness or disability will be twelve (12) days per year with the unused portion accumulated without limit. After five (5) years of service in the district, twelve month employees will receive ten (10) sick leave days per year, three (3) days for serious illness in the family, and one additional serious family illness day per year to a maximum of five (5) serious family illness days per year. Immediate family is defined as parents, spouse or children. Unused family illness days will convert to sick leave and be accumulated at the end of each fiscal year.
  - 3. A physician's statement may be required for serious illness in the family.
  - 4. A physician's statement may be required for personal illness or disability.
  - 5. Bereavement Leave
    - a. The Board will provide up to four (4) work days leave for each death in the immediate family. The Superintendent shall-determine the actual number of days granted in each circumstance. Days shall be taken consecutively and contiguously to the death.
      - (1) The immediate family shall consist of the employee's mother, father, sister, brother, son, daughter, spouse, mother-in-law, father-in-law, and grandparents.
      - (2) The work days granted for bereavement leave shall be non-cumulative.
      - (3) One (1) work day per year for the death of a friend or relative, other than those identified in B-5a(1) above.
      - (4) The work day granted for bereavement leave shall be non-cumulative.
  - 6. Personal Business Days

Each employee may utilize up to two (2) work days per year for personal business reasons and shall not be required to state a specific reason for requesting same except in b. below:

- a. The Superintendent of Schools must be notified, on the appropriate district form, forty-eight (48) hours in advance of said leave.
- b. If the Superintendent is not notified forty-eight (48) hours prior to said leave, then the leave may be taken only if an emergency exists that has been explained to the Superintendent.

- c. Unused personal business leave days shall convert to sick leave days as long as the accumulated number does not exceed fifteen (15) for that year.
- d. No more than five percent (5%) of the teachers in a given building may take personal business days on the same day and no more than one (1) member of the clerical staff may take personal leave on the same day.
- e. No personal business days may be utilized on the days immediately preceding or following a holiday or vacation period.
- f. Utilization of personal business days as of May 1 of each school year, up to and including the last day of school (until June 30 and during the week before the opening of school for clerical staff), shall be with the consent of the Superintendent or his designee and such consent must be received prior to utilizing personal days during this period of time.
- g. One of the two personal days may be taken as half days with prior approval of the Superintendent or designee.
- C. Limitations
  - 1. Special consideration may be given particular problems of employees with extended years of service.
- D. Rules Governing Absence
  - 1. Employees are to notify their administrator or his delegate of pending absence. Such notification will be in accordance with the directions of the administrator.
  - 2. After returning from absence, each employee will prepare an Absentee Record Form, completed accurately, and turn it in to the supervisor's office within three (3) school days. If an employee fails to turn in the Absentee Record Form within the required time period, the employee may be subject to disciplinary action.
  - 3. For absences that can be anticipated, advance arrangements are to be made.
  - 4. Absence for professional business, conference, school visitations must be approved in advance.
  - 5. The daily checking in and out are important parts of the employee accounting procedure. It is the responsibility of each employee to check in by the designated time and check out, if permission is granted for leaving before the end of the normal workday. Requests to leave during or before the end of the workday are to be made to the supervisor.
- E. Sabbatical Leave
  - 1. After having taught seven (7) consecutive years in the Woodstown-Pilesgrove Regional School District, a teacher may receive leave for a year with half pay in accordance with the following provisions:
    - a. The leave will be for a regular and formalized program of education or travel or other program that may be approved by the Board of Education. All programs must be meaningful in terms of the present or future teaching assignment. The education shall be full-time residence program or its equivalent given by a recognized and approved institution. The travel shall be an extensive, planned itinerary.

- b. Applications for leaves shall be filed with the Superintendent of Schools by March I immediately preceding the leave and shall be made on the forms provided by the Superintendent. The Board will examine the detailed request on the recommendation of the Superintendent.
- c. All leaves must be approved by the Board of Education.
- d. Leaves will be limited to one (1) per year and when more than one (1) applicant files for a given year, applications will be processed so that teachers with the longer number of consecutive years service in the district will be given primary consideration.
- e. Teachers on leave in accordance with these policies shall not lose seniority, retirement, and tenure rights.
- f. As part of the application for leave, the teacher will sign an agreement to return to serve for two (2) consecutive years in this school district immediately after leave.
- g. Leaves shall be for an academic year from September 1 to the following June 30.

#### F. Child-Rearing Leave

- 1. An employee may make application to the Board for a child-rearing leave of absence without pay for purpose of caring for a newborn or newly adopted infant child beyond the time allowed by the Family Medical Leave Act.
- 2. Written application will be made to the Superintendent as soon as possible, but not less than 90 days prior to the expected date of cessation of work. This time requirement may be reduced as necessary if the adoption agency gives the adoptive parents less than 90 days notice.
- 3. Child-care leaves will begin immediately upon the expiration of disability leave for pregnancy and child birth or at a date mutually agreed upon by the Board and employee.
- 4. All such leaves will end at the end of the current school year unless in conflict with the Family Medical Leave Act.
- 5. Employees may make application for an extension of childcare leave for one (1) additional school year and the Board may grant such an extension.
- 6. To the extent that the terms of the group health insurance contracts covering members of the bargaining unit permit, employees on child-care leave will be permitted to continue such coverage by paying their own premiums after expiration of Family Medical Leave Act benefits.

Teachers absent less than ninety (90) school days shall receive an increment the following year upon return and all benefits shall be restored.

- G. Time necessary for appearance in any legal proceeding arising out of the employee's performance of his duties, providing that the employee is not participating or assisting as an adversary to the Board, shall not result in loss of pay personal leave.
- H. Other leaves subject to the terms dictated by the Board of Education may be applied for and approved in the sole discretion of the Board.

#### ARTICLE VIII WORKDAY AND WORKLOAD

- A. 1. Teachers shall indicate their presence for duty each day by signing their initials, as signed on the first day of each school year, on the designated line on the sign-in roster in accordance with the time schedule for teacher arrival set forth by the Board of Education for each building.
  - 2. Teachers shall be required to report for duty no earlier then twenty (20) minutes before the opening of the pupils' school day, and shall be required to remain no later than twenty (20) minutes after the close of the pupils' school day. On Fridays or on days preceding holidays or vacation, or Back-to-School Night, the teachers day shall end at the close of the pupils' day.
  - 3. Teachers who fail to sign in for any reason by the designated time set forth by the Board of Education shall suffer a wage deduction for the amount of time elapsed from the designated sign-in time up to the actual sign-in time.
  - 4. Teachers shall not be required to indicate that they are leaving the school grounds at the end of the school day, unless they are leaving prior to the designated departure time and must have the express permission of the building principal or his designee.
  - 5. Teachers required to teach beyond their total regular school workday shall be compensated at an hourly rate of 1/7th of their daily rate (1/200th of their annual salary).
  - 6. A regular school workday is defined as being from the time a teacher is regularly scheduled to report for duty in the morning until the regularly scheduled time for leaving at the end of the workday as set forth by the Board of Education in accordance with 2. above.
  - 7. Teacher attendance is required, unless specifically excused by the principal or his/her designee, at staff meetings, departmental meetings, grade level meetings, and faculty meetings unless excessive meetings are scheduled. "Excessive," in this case, shall mean any month in which more than five (5) of the above are scheduled of all employees in a given building, excluding meetings necessary for the implementation of the "Thorough and Efficient" or Core Curriculum Standards guidelines. Every teacher shall, in addition to the above commitments, be required to attend one (1) Back-to-School Night each year.
  - 8. Teacher attendance is required at two after school programs per year, such as, but not limited to the following: musicals, plays, P.T.A. meetings. By September 10 of each school year, the Superintendent shall provide a list of all acceptable programs under this article. If additional programs not anticipated in September occur, the Superintendent shall submit a revised list to the teachers. If a teacher has already attended two approved programs, he shall not be required to attend any additional programs. Teachers shall provide their principals with the two programs they plan to attend by September 30 of each school year.
  - 9. Parental conferences and student help are within the scope of regular duties.
  - 10. Teachers shall not receive additional compensation for any of the activities noted in Sections 7, 8 and 9 cited above.
  - 11. Teachers may request in writing from the building principal an excused early departure for:
    - a. Emergency dental and medical appointments which arise on the day that the request is made. Time will be charged to sick leave unless it falls within the last thirty (30) minutes prior to departure. Said time will not be deducted from sick leave.

- b. Association and/or other educational meetings (local, county, state and national).
- 12. Teachers may request in writing from the Superintendent an excused early departure to attend early classes for graduate credit, certification and general educational improvement.
- 13. Teachers involved in unexcused early departure will be docked for the entire time involved.
- 14. Teachers who fail to sign in, are late or depart early without permission, will acknowledge said occurrence by signing a paper which contains the date, the amount of time involved, the reason for the occurrence, and the principals signature.
  - a. A copy of this paper will be given to the teacher.
  - b. The principal or Superintendent may excuse for just cause any teacher involved in any of the above occurrences.
  - c. Payment for teaching a seventh period shall be \$3060.
- B. 1. In addition to a homeroom period, a secondary teacher shall not be assigned more than thirty (30) of the thirty-five (35) periods of the week or a similar ratio.
  - During a nine (9) period day in the secondary school (Grades 7-12), teachers may be assigned to seven (7) periods of pupil contact, of which no more than six (6) may be teaching period with regard to preparation, except as specified below:
    - a. Teachers in grades 7-12 shall have no more than six preparations daily. A preparation shall be defined as a grade level in a major subject or any elective course title.
    - b. Department chairpersons in the high school shall be assigned no more than five (5) teaching periods with no duties.
  - 3. Teachers in grades 5 through 12 shall, in addition to their lunch period, have one (1) preparation conference period per day.
  - 4. Teachers in grades pre- K through 12 shall have a duty-free lunch period in conformance with State Board of Education rules.
  - 5. Full-time teachers in grades pre- K through 4 shall have not less than one (1) thirty (30) minute preparation conference period per day.
  - 6. Special subject teachers, subject to receiving one preparation conference period per day and a lunch, may be assigned to professional duties as needed in their assigned building at times when they do not have a class.
  - 7. In emergency situations (unusual, unforeseen, temporary situations) when the safety of pupils is involved, teachers may be given other assignments during the time described in B-3, B-4, and B-5 of this section.
  - 8. When it becomes necessary to assign teachers to cover classes during their conference preparation periods, they shall be compensated in one of two ways as follows:

- a. A teacher shall be eligible to take one (1) compensatory day upon providing 20 coverages. No more than one such day can be taken. A compensatory day cannot be taken after a holiday or before a holiday, unless the holiday is preceded by a half-day session, or
- b. Class coverage rate shall be \$32.75 per coverage in 2003-2004, \$34.39 per coverage in 2004-2005, and \$35.93 per coverage in 2005-2006.
- c. This compensation shall not be paid if teachers were given assignments in emergency situations as described in subsection 7. above.
- C. The Association and Board of Education recognize that the preparation time scheduled during the regular school day should be used for the purpose of professional preparation: include such things as materials, lesson plans, etc., consulting with parents, school administrators and coworkers. As a professional, it is the responsibility of the teacher to accomplish these goals and to budget his time according to his best professional judgment.
- D. A normal work schedule of forty (40) hours per week is established for all clerical staff employees. The regular workday shall consist of eight (8) hours, which includes one hour per day for lunch.
- E. Clerical employees covered by this Agreement are compensated on a salary basis for a forty (40) hour week.
  - 1. Overtime will be paid to clerical employees covered under this Agreement who work in excess of forty (40) hours per work week. The rate of overtime pay shall be calculated at 1-1/2 times the normal rate of pay. Said overtime shall be authorized by the building principal.
  - 2. Clerical employees may be required to work in excess of the normal forty (40) hour schedule on certain occasions. Those hours may be credited as compensatory time as outlined below:
    - a. Compensatory time will be accrued on a time-for-time basis.
    - b. Use of accrued compensatory time shall be only with the approval of the Superintendent of Schools upon request of the employee.
    - c. Clerical employees may accumulate a maximum of five (5) days of compensatory time in any contract period. Compensatory time not used by a clerical employee during the contract period shall be considered waived by the employee and the employee shall make no further claim on the Board for such waived time as either-compensatory time off or payment at the overtime rate.

#### <u>ARTICLE IX</u> TEACHER ASSIGNMENT

- A. 1. Tentative assignment of subjects to be taught in the high school or grade or class assignment in the elementary school for the ensuing academic year shall be given to the teachers no later than the closing of school in June.
  - 2. In the event that it becomes necessary to change the assignments described in A. 1. above, after August 1, the teacher affected shall be notified in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent and the teacher affected and at his option, a representative of the Association. If a teacher assignment is changed after August 30 for the upcoming school year, the teacher receives one days pay, except for teacher "looping."
  - 3. All assignments must be within the area of certification.

#### ARTICLE X CLASS SIZE

- A. 1. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building of facilities available, the availability of qualified teachers, and the best interests of the district, as deemed administratively feasible.
  - 2. The capacity and adequacy of pupil facilities available in a teaching room or station shall be given consideration in the scheduling of pupils.

#### ARTICLE XI HOME INSTRUCTION AND OTHER PROGRAMS

- 1. All openings for positions listed in the bargaining unit in home instruction and in state, federal, or other projects operated by the Woodstown-Pilesgrove Regional School District shall be announced by the Superintendent and posted on teacher bulletin boards as they occur.
- 2. Teachers doing home instruction shall be paid 1/7th of their daily rate (1/200th of annual salary), "plus mileage at the current rate as approved by the Board of Education."
- 3. Teachers will be paid on the above basis only if home tutoring is performed outside the defined regular school day, plus mileage at the IRS rate for new cars.
- 4. Hourly payment is at the following hourly rate for all paid activities not included in schedules B and C: \$20.85 in 2003-2004; \$21.79 in 2004-2005; \$22.77 in 2005-2006.

#### ARTICLE XII TEACHER EVALUATION

- A. 1. It is recognized by the Board that evaluation is an important aspect of personnel relations, and that evaluation procedures are necessary to aid in the improvement of instruction and its auxiliary services through increasing staff effectiveness, and to identify quality of service as it relates to administrative recommendations in connection with dismissal, reappointment, salary increments, transfer, and promotion.
  - 2. A monitoring or observation of the work performance of staff members shall be conducted openly.
  - 3. All professional personnel are to be evaluated by persons holding a supervisory certificate as issued by the State Department of Education.
- B. 1. An annual Evaluation Report is to be made for all professional personnel.
  - 2. The Evaluation Report is to be made by the appropriate administrator and a copy sent to the Superintendent, the teacher at his request, and a copy retained in the office of the person making the report.
  - 3. The Evaluation Report shall be the result of observations, official reports and other pertinent information and evidence. All Evaluation Reports shall include any strengths and weaknesses, and where indicated, shall include suggestions for improvement. Those being evaluated shall be made aware of the ratings and recommendations. The staff member shall acknowledge that he has had the opportunity to review

any observation and Evaluation Reports by affixing his signature to the copies to be filed with the express understanding that such signatures in no way indicate agreement with the contents of the reports.

- 4. The staff member shall have the right to submit a written answer to any observation or Evaluation Report and his answer shall be reviewed by the Superintendent and a copy attached to the file copy sent to the teacher.
- C. 1. Any complaints regarding a teacher made to any member of the administration or Board by any parent, student or person, which is to be put in the teachers personnel file, shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaints and shall have the right to be represented at any meetings or conferences regarding such complaints.
- D. 1. The Association shall have the right to make suggestions and recommendations to the Superintendent in regard to an evaluative form.

#### ARTICLE XIII COST OF PRINTING

A. Copies of this Agreement shall be provided to the Board and the Association in as many copies as shall be mutually agreed upon. Costs of publication and distribution shall be borne equally by the parties to this Agreement. The Association's Constitution shall not be attached to the negotiated agreement.

#### ARTICLE XIV HEALTH INSURANCE

A. Effective July 1, 1996, the BCBS Traditional plan will no longer be offered to any employee. Blue Select shall become the standard program for the district. The Board of Education shall make available to current employees in the bargaining unit, and be responsible for one hundred percent (100%) of the dependent coverage for each employee in the Blue Select Plan or an equal to or better plan. Any such plan shall include an out of network deductible of thirty percent (30%). The plan will not cover maternity for dependent children.

Employees hired after the date of this contract signing will receive the "Blue Choice" program for the employee and any eligible dependents for the first three (3) years of employment at Board cost. New employees may, at their own expense through payroll deductions, pay the difference between the Board paid program and the BC/BS Traditional plan, Blue Select or HMO Blue for the first two years. Beginning in February 2004, co-pay for office visits is ten dollars (\$10).

- B. The Board will provide a co-pay prescription plan at Board expense for each employee and his or her family where applicable. The prescription card co-pay shall be \$20/\$10 for the 2003-04 year, and \$20/\$10 for the 2004-05 year, and \$25/\$10 for the 2005-06 year.
- C. The Board of Education shall pay the cost of premiums for the employee and dependents, for the Delta Dental III A Dental Insurance Plan, or its equivalent.
- D. The Board will reimburse each employee for costs incurred for optical health care and/or medical and dental care to the employee or members of his immediate family which are not reimbursable under insurance coverage provided herein, upon presentation of receipted bills and evidence that reimbursement has been claimed and denied under insurance provided herein, if appropriate, to a maximum of \$600 per year for the 2003-04 year, \$450 for the 2004-2005 school year, and \$400 for the 2005-2006 school year. Employee bills must be submitted by June 30 and payment will be made by July 31.

E. Employees must work a minimum of 23 hours per week to be eligible for insurance protection. Employees currently working between 20 and 23 hours shall be grandfathered and continue to receive benefits.

#### ARTICLE XV PROFESSIONAL STAFFING

- A. The Board agrees with the Association that an adequate number of professional employees are desirable to the operation of an effective educational program. The Board agrees to continue its effort to provide an adequate number of qualified professional personnel as dictated by student enrollment, the financial condition of the district, the building facilities available, and the best interest of the school district.
- B. Teachers wishing to make recommendations to the Board concerning curriculum and additional professional personnel should make such recommendations through the administrative channels.

#### ARTICLE XVI POSTING PROCEDURES

Any vacancy will be posted on the central bulletin board in each school building for a ten (10) day period after the vacancy is made known to the Superintendent, except that teaching vacancies which occur during the school year will be posted for five (5) days. Any employee who wishes to be considered for any said vacancy must contact the Superintendents office in writing within the posting period noted above.

#### ARTICLE XVII NO STRIKE CLAUSE

The Association agrees that it will not engage in any job action, sanction activities on the part of its membership providing that the Board of Education continued to negotiate in good faith as determined by PERC procedures under Public Law 123 as amended.

#### ARTICLE XVIII BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulation (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to the, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

#### ARTICLE XIX SECRETARIAL VACATIONS

A. Annual vacations based on seniority shall be taken within the contract period at the discretion of the Superintendent of Schools. Secretaries who were employed on or before June 30, 1984 may bank a maximum of two (2) weeks accrued vacation time. Members employed on or after July 1, 1984 may bank a maximum of one (1) week accrued vacation time. B. Vacation schedules for all regular twelve (12) month secretaries will be as follows:

Years of Service	<b>Vacations</b>
After 1 year	5 days
2 years to 5 years	10 days
6-9 years	15 days
10-14 years	17 days
15-19 years	18 days
20-24 years	20 days
Over 25 years	

In addition to current vacation time schedule for twelve (12) month employees, those employees shall also receive their birthdays as a paid vacation. They shall receive that day even when the birthday falls on a holiday or weekend.

- C. Present secretaries will continue to receive vacation rights that have been built up by them until they reach the number of years needed to conform to this provision.
- D. Whenever a legal holiday falls within the scheduled vacation period, the secretary will receive one (1) extra day of paid vacation or an additional day's pay rather than a vacation day.
- E. Future transfers from ten (10) month employment to twelve (12) month employment shall have such fulltime in-district service credited toward vacation entitlement. (Example: Four (4) years of ten (10) month service = forty (40) months credit toward the above vacation "Years of Service.")

#### ARTICLE XX JURY DUTY

All employees covered by this Agreement who are called on jury duty shall be paid for the time thus lost from regular school duties and the amount of payment shall be the difference between their regular pay and their jury duty pay.

#### **ARTICLE XXI JUST CAUSE**

No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause.

#### ARTICLE XXII **REPRESENTATION FEE**

#### A. Purpose of Fee

- 1. If an employee covered by this agreement does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employees per capita cost of services rendered by the Association as majority representative.
- B. Amount of Fee/Notification
  - 1. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to

its own members for that membership year. The representation fee to be paid by nonmembers will be determined by NJEA in accordance with the law.

- C. Deduction and Transmission of Fee
  - 1. Notification

On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year, the NJEA shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the February paycheck.

3. Termination of Employment

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

4. Mechanics

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

- a. Clarification: If dues for members are paid by automatic payroll deduction, fees paid by fee payers shall be paid in the same manner. Cash payment is only permitted if members also pay by cash.
- b. Dues deducted are submitted to NJEA, as are representation fees, not to the local association.
- 5. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such change will be reflected in any deductions made no more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month Article and Agreement become effective, the Board will submit to Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding leave of absence, return from leave, retirement, resignation, separation from employment, or death.

#### D. Indemnification and Save Harmless Protection

1. Liability

The Association agrees to indemnify and hold the Board and the administration harmless against any and all claims, demands, suits, or other forms of liability, including reasonable legal and/or representation fees resulting from any of the provisions of this Article or reliance upon any lists, notices, or assignments furnished under this Article which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that

- a. the Board gives the Association timely notice in writing of any claim, demand, suit, or other form of liability in regard to implementation of this Article, and
- b. if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, suit, demand, or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.
- 2. Exception

It is expressly understood that Paragraph 1 above will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or administration.

- E. Membership Availability and Demand and Return System
  - 1. Membership in the Association is available to all employees on an equal basis and the Association has established and maintains a demand and return system which complies with the requirements in Sections C-2 and 3 of this Article.

#### ARTICLE XXIII SAVINGS CLAUSE

Unless other wise provided in this Agreement, nothing contained herein shall be interpreted so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date. A benefit is herein defined to mean one that is tangible and measurable and existing for no less than three (3) years.

#### <u>ARTICLE XXIV</u> STATUTORY SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is declared illegal by any action or legal authority of recognized jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### ARTICLE XXV FULLY BARGAINED PROVISION

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations.

#### ARTICLE XXVI DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2003, and shall continue in full force and effect until June 30, 2006. The parties agree that there will be no new negotiations on any matter for either party, during the life of this contract except those for a successor Agreement.

Negotiations shall be reopened at the request of the Board if there is to be a change to an intensive scheduling model or alternative scheduling model.

For the WPREA

For the WPRBOE

President

Chair-Negotiations Committee

Chairman-Negotiations Committee

ATTEST:\_\_\_

Board Secretary

President