

July 29, 2011

AGREEMENT

BETWEEN

THE WOODBURY HEIGHTS BOARD OF EDUCATION

AND

THE WOODBURY HEIGHTS EDUCATION ASSOCIATION

JULY 1, 2011, through JUNE 30, 2014

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This agreement made the **1st day of July, 2011**, by and between the WOODBURY HEIGHTS BOARD OF EDUCATION, hereinafter referred to as the BOARD, and the WOODBURY HEIGHTS EDUCATION ASSOCIATION, hereinafter referred to as the ASSOCIATION.

WITNESSETH

WHEREAS, the parties hereto wish to commit their mutual understandings to writing; and

WHEREAS, the BOARD as well as the ASSOCIATION deems it to be in the best interest of all parties involved to commit their verbal agreement to writing;

NOW THEREFORE, in consideration of the covenants and promises hereinafter mutually to be kept and performed by each party, it is agreed as follows:

ARTICLE 1
RECOGNITION

The BOARD recognizes the ASSOCIATION as the sole and exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all certified, permanent employees in the bargaining unit.

ARTICLE 2
MANAGEMENT RIGHTS

The BOARD reserves to itself and to its agents full jurisdiction, authority, and responsibilities over matters of policy and retains the right, subject only to the specific limitations imposed by the language of this agreement, and in accordance with applicable laws and regulations, to:

- A. Direct employees of the school district.
- B. Hire, promote, transfer, assign, reassign and retain employees in positions in the school district; and to suspend, demote, take other disciplinary action against employees; and when necessary and for just cause, to discharge employees.
- C. Relieve employees from duty because of lack of work or other legitimate reasons.
- D. Maintain the efficiency of the operations of the school district entrusted to the BOARD.
- E. Determine the methods, means and personnel by which such operations are to be conducted.

- F. Take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 3
NEGOTIATIONS

- A. **Deadline Date** - The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123 Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of teacher employment. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the BOARD and the ASSOCIATION and be adopted by the BOARD.
- B. **Procedure** - During negotiations, the parties shall meet at mutually agreed upon times and shall freely exchange points of view, present relevant data and make proposals and counter-proposals. The BOARD shall make available a completed budget as soon as approved in public referendum.
- C. **Selection of Representatives** - Neither party in any negotiations shall have any control over the selection of the negotiating representatives of either party.
- D. **Modification** - This agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties. The party seeking a successor agreement shall give notice to the other of its intent to negotiate said agreement no later than the second week of January of the calendar year in which this agreement expires. Following said notice, negotiations shall commence no later than thirty (30) calendar days.

ARTICLE 4
GRIEVANCE PROCEDURE

- A. Definition
 - 1. A "grievance" shall mean a complaint by an employee of the district that there has been to him/her a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of an established policy governing employees except that the term "grievance" shall not apply to:
 - (a) any matter for which a method of review is prescribed by law;
 - (b) any rule or regulation of the State Commissioner of Education;
 - (c) any bylaw of the BOARD except those that have been preempted by Section 13 of Chapter 123, Laws of 1974;

- (d) any matter which according to law is either beyond the scope of BOARD authority or limited to unilateral action by the BOARD alone;
 - (e) a complaint of a non-tenure teacher which arises by reason of his/her not being re-employed;
 - (f) a complaint by any certified personnel occasioned by appointment to, lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or not required.
- 2. A "grievant" is an employee or the ASSOCIATION who files a grievance.
 - 3. "Day" means calendar day. Saturday, Sundays and state mandated legal holidays are excluded as the last day of the time limit.
 - 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. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise regarding allegations that specific provisions of this agreement have been violated. Both parties agree that these proceedings will be kept as informal and confidential as possible at any level of the procedure.

C. Procedure

1. Time Limit

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year End Grievances

In the event a grievance is filed at such a time that it cannot be processed through all the steps of the procedure by the end of the school year, and if left unresolved until the beginning of the following school year, the grievance could result in irreparable harm to a party of interest, the time limit set forth herein shall be reduced so that the grievance procedure may

be exhausted prior to the end of the school year or as soon thereafter as is practical.

3. Specified Time Limits

- (a) Failure by a grievant to process a grievance within the specified time limits of this procedure shall render the grievance as settled in favor of the BOARD.
- (b) Failure to issue a decision within the specified time limit of this procedure shall render the grievance as settled in favor of the grievant.

D. Processing

1. Level 1/Superintendent or Immediate Supervisor

A grievance to be considered under this procedure must be initiated by the employee within twenty-five (25) days of its occurrence or at the time when the aggrieved would have been reasonably expected to know of the occurrence. If the grievance is continued beyond the last working day of the school year, any reference to school days shall be construed to mean week days. A teacher with a grievance shall first submit the grievance in writing to the superintendent or immediate supervisor. The grievant may submit the grievance directly or through the Association's designated representative. The grievance must be on the proper form. The following should be set forth on the grievance form:

- (a) the nature of the grievance
- (b) the section of the contract that is specifically violated
- (c) the results of previous discussions, if any were held
- (d) if the grievance is processed above Level 1, the grievant should note his/her dissatisfaction with the decision previously rendered. The superintendent shall communicate his/her decision to the grievant in writing within eight (8) school days after receipt of the written grievance.

2. Level 2/Board of Education

If the grievance is not resolved to the grievant's satisfaction at Level 1, the employee may request that the grievance be forwarded on appeal to the BOARD within ten (10) school days after receipt of the Level 1 decision. This request shall be submitted in writing to the superintendent, who shall attach all related papers and forward the request to the BOARD. The

BOARD, or committee thereof, shall review the grievance and shall, by mutual agreement of both parties, hold a hearing with the grievant and render a decision in writing within twenty (20) school days of the receipt of the grievance by the BOARD or of the date of the hearing with the employee, whichever comes later. The decision of the BOARD will be final, unless the **Association chooses to file for binding arbitration** within ten (10) school days after the employee has received the Board's decision in writing.

3. Level 3/Arbitration

- (a) If the **Association is not satisfied** with the decision of the **grievance at Level 2**, the ASSOCIATION may **submit the grievance to arbitration by filing with the Public Employment Relations Commission (PERC) or the American Arbitration Association (AAA) and the rules of such agencies shall apply.**
- (b) **The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.**
- (c) **Any grievant may represent himself/herself through Level Two of this procedure. When the grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, and no grievance shall be considered resolved without the approval of the Association. Only the Association may process grievances through arbitration.**

4. Limitations

- (a) The **arbitrator** shall limit the hearing to the issue submitted to him/her and shall consider no other material or evidence.
- (b) The **arbitrator** can add nothing to, nor subtract anything from the agreement between the parties.
- (c) The hearing will entertain evidence, testimony and arguments only on **issues involving the express, written Agreement.**
- (d) The **arbitrator** shall establish rules for the hearing, except as provided herein.
- (e) The **arbitrator** shall first rule on the admissibility of the grievance to the fact finding hearing, if so requested by either party.

- (f) **The decision of the arbitrator shall be in writing and shall be issued no later than 30 calendar days after the close of the hearing. The award of the arbitrator shall be binding.**
- (g) The **arbitrator** shall have no power to make an advisory award inconsistent with law.

E. Costs

1. Each party will bear the total cost of case preparation and representation incurred by that party. **The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary expenses shall be borne equally by the Board and Association.**
2. If time is lost by an employee due to **arbitration** proceedings necessitating the retention of a substitute, the BOARD will pay only the cost of the substitute. The time lost by the employee must be either without pay or charged to personal time. Employee case preparation and post-hearing briefings will not be conducted during scheduled assignments.

F. General Provisions

1. Right of Representation

Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected or approved by the ASSOCIATION. The ASSOCIATION agrees to save the BOARD harmless from any legal action or suit that may occur as a result of the ASSOCIATION's exercise of its rights in this Article.

2. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure. The following or tendency of any grievance shall not impede the normal management and operation of the district.
3. All records of grievance processing shall be filed separately.
4. Forms for grievance processing shall be mutually agreed upon by the parties to the agreement. The ASSOCIATION will distribute the forms as they are required.
5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

6. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated or selected representative, hereto referred to in this procedure.

ARTICLE 5
TEACHER WORK YEAR

The teacher work year shall be one hundred and eighty-six (186) days including one hundred and eighty (180) teaching days and the six remaining days for orientation and inservice.

ARTICLE 6
TEACHING HOURS AND TEACHING LOAD

A. Teacher Day

1. Effective January 2, 2001, the instructional time for a teacher shall be seven (7) hours, ten (10) minutes for the school year as follows:
 - (a) 8:15 a.m. - Duty teachers arrive
 - (b) 8:20 a.m. - All other teachers arrive
 - (c) 3:30 p.m. - All teachers leave

The lunch period shall be 55 minutes.

B. Meetings

Effective July 1, 2005, employees may be required to remain up to 15 hours per year after the end of the regular workday without additional compensation for the purpose of attending faculty or professional meetings. There shall be no more than two (2) meetings per month. No meeting shall last more than one and one-half hours. Meetings which are scheduled to last more than an hour shall require two weeks' advanced notice.

Teachers shall be responsible to attend two (2) evening meetings each school year.

C. Preparation Time

A guaranteed minimum of 150 minutes of preparation time per week per full-time teacher. A week is defined as a five (5) day full day work week. Every reasonable effort will be made to provide a pro-rated amount of preparation time for part-time staff.

ARTICLE 7
TEACHER EVALUATION

A. Evaluation Reports

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge.

B. Observation and evaluation of non-tenured teaching staff members shall be conducted in compliance with NJAC 6:3-1.19.

C. Observation and evaluation of tenured teaching staff members shall be conducted in compliance with NJAC 6:3-1.31.

D. Evaluation reports filed in a teacher's personnel file shall be signed by both the evaluator and the teacher.

E. A teacher shall have the right to review the material in his/her personnel file at least once every year.

F. All observations done of tenured and non-tenured staff shall be discussed between the teacher and evaluator.

G. Each teacher shall receive two (2) copies of the observation report within ten (10) working days following an observation. Two copies shall be signed and returned to the evaluator, one to be retained by the evaluator, the other to be returned to the teacher.

H. All teachers, if so desired, may submit a written reply to the observation. This reply shall be in duplicate, signed by the teacher and forwarded to the evaluator. The evaluator shall sign the copies and return one copy to the teacher. One copy will be retained by the evaluator.

ARTICLE 8
TEMPORARY LEAVES OF ABSENCE

A. Bereavement

A maximum of five (5) days shall be permitted in instances of bereavement caused by the death of father, mother, brother, sister, son, daughter, grandparents, mother-in-law, father-in-law, husband, wife, sister-in-law, brother-in-law, or grandchildren. Effective July 1, 2008, such leave also covers the following persons residing in the same household as the employee: a significant other or any person for whom the employee is legally responsible.

One (1) day shall be permitted as above for the death of aunts and uncles.

B. Sickness in Family

1. A maximum of five (5) days shall be permitted in instances of sickness in the family. Family should include father, mother, brother, sister, son, daughter, mother-in-law, father-in-law, husband or wife.
2. The sickness allowance provision is non-cumulative and expires at the termination of the yearly contract.
3. After the first day due to family illness, it is understood that the teacher shall be paid a sum equal to his/her daily employment less the sum paid to a substitute teacher.

C. Sick Leave

1. A maximum of ten (10) days absence from school due to an employee's sickness shall be permitted during each school year without loss of pay.
2. All sick days not utilized in any one year shall be cumulative and may be used for additional sick leave time
3. When absence exceeds the annual sick leave and the accumulated sick leave, the Board of Education may but shall not be required not withstanding any past practice pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of education in each individual case.
4. A leave of absence without pay shall be granted after use of all accumulated sick and personal leave for any remaining period of the current school year.
5. Sick leave may be applied toward disability leave due to pregnancy as allowed by law. There is a presumption of disability in a childbirth case under New Jersey school law of 20 work days before, and 20 work days after the birth. The amount of sick days to be used must be submitted to the BOARD in writing ninety (90) days before the intended leave to give ample time to find a replacement.
6. The superintendent may, at his/her discretion, require teacher, or may direct the designated school physician to examine a teacher who is absent due to illness.
7. On or before September 30th of each year, the board secretary shall present to each employee the current total of his/her unused sick days.

D. Jury Duty

Time spent on jury duty or in answering a subpoena of the court, providing the teacher is not a party to the suit, shall be granted without loss of pay, subject to the filing of appropriate proof with the board secretary.

E. Professional Leave

When authorized in advance by the superintendent, time will be granted, without loss of pay, for teachers to visit other schools, attend educational meetings, or for other similar professional purposes.

F. Personal Leave

1. Teachers shall be entitled to three (3) days per school year with pay.

These days may be used in the following manner:

- (a) **These three (3) personal days** per school year may be taken without explanation and must be requested a minimum of three (3) school days before, unless in the case of an emergency.
- (b) With written request supplied to the superintendent thirty (30) days prior to the following:
 - (1) before or after a holiday
 - (2) for two (2) or more days in succession
 - (3) splitting two (2) days over a weekend (i.e. Friday, Monday)
 - (4) for four (4) consecutive days in a row, which must be taken in one calendar week.
- (c) The total number of unit members who may utilize a personal day on any single teacher work day shall be three (3).
- (d) Maximum of one request per person, per school year, regarding personal days off before and after a holiday and consecutive school days.
- (e) At the conclusion of the year, the first unused personal leave day shall be carried over as personal leave for use in the next year. In no case shall an employee have more than four (4) personal leave days available in any year. If the employee has more than one unused personal leave day at the end of the year, that day or days shall be converted to accumulated sick leave.

2. The superintendent may, within his/her sole discretion, grant three additional personal days leave with pay, less the pay of the substitute necessary for replacement.
3. On or before September 30th, the board secretary shall present to each employee the current total of his/her cumulative personal days.

ARTICLE 9
EXTENDED LEAVES OF ABSENCE

- A. Any teacher desiring a leave of absence shall make a request through the superintendent.
- B. The request shall state the period of time requested and the reason for leave of absence.
- C. Whenever permission for a requested leave of absence without pay is granted by the BOARD, a date certain shall be fixed by said BOARD before it shall be necessary for the requesting teacher to indicate and advise said BOARD of an intention of returning at the expiration of the period of leave.
- D. The teacher shall notify the BOARD of his/her intention to return no later than the date previously specified by the BOARD. In the event that the teacher does not notify the BOARD prior to the specified date, the act of non-notification shall constitute a breach of contract and shall terminate the BOARD's obligation to the teacher for the forthcoming school year.
- E. Maternity Disability/Child Rearing Leave
 1. Tenured teachers have the right to a combined period of maternity disability and a leave of absence without pay for up to one year, for the purpose of disability due to pregnancy and child rearing leave. The teacher shall submit a written request to the BOARD ninety (90) days in advance of the anticipated disability. This notice shall include: (1) physician's certification of pregnancy; (2) date of intended return from leave; (3) a request for medical disability leave specifying beginning and ending dates; (4) a request for use of all or any portion of accumulated sick leave available as stated in Article 8, C, 5.; (5) a request for child rearing leave without pay, including an ending date, assuming that such leave will begin at the end of the approved medical disability leave.
 2. Upon return of the teacher, salary will be based on salaries in effect for that year. Experience credit shall be granted for the school year if the teacher was actively employed for five (5) or more months within the classroom or any combination of medical disability time that totals five (5) or more months for that year.

3. Upon the return from maternity leave, the district shall offer the teacher the job held before going on leave or an equivalent post.

F. Adoption

Any teacher adopting an infant or pre-school child may request leave without pay up to one year which shall commence upon receiving de facto custody of said child or earlier, if necessary, to fulfill the requirements for adoption.

ARTICLE 10
UNEXCUSED ABSENCE

A deduction of 1/200th the rate of the annual salary of a teacher will be made for each day of absence for any reason other than those hereinbefore enumerated. This deduction shall be applied even though sick leave has not been exhausted.

ARTICLE 11
AGENCY FEE

This Article is effective July 1, 2004.

A. PURPOSE OF FEE

If an employee 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 employee's per capita cost of services rendered by the Association as majority representative.

B. AMOUNT OF FEE

1. Notification

Prior to the beginning of each membership year, the Association will notify the board in writing of the amount of 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 non-members will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the

representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

Once during each membership year covered in whole or in part by this AGREEMENT, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2, below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. 10 days after receipt of the aforesaid list by the Board; or
- b. 30 days after the employee begins his or her employment in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

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 the ARTICLE, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the 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 changes will be reflected in any deductions made 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 this AGREEMENT becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. This list will include names, job titles and dates of employment for all such employees.

D. INDEMNIFICATION AND SAVE HARMLESS PROVISION

1. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision provided that the employer gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.
2. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit 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.
3. It is expressly understood that 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 employer or the employer's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE 12
SALARY SCHEDULE, ADJUSTMENTS AND BENEFITS

A. Salary Schedules

The salary schedule referred to as "Exhibit A" is attached hereto and incorporated by reference into this article for the sake of brevity.

B. Extra Compensation Schedules

Instructional Hourly Rate: This rate covers Home Instruction, Homework Club, Homework Hall, Family Math Night, IEP meetings and 504 meetings which occur after a teacher's work hours. The rate shall be \$32.79 for **2011-2012; and \$33.61 for 2012-2013 and 2013-2014.**

Supervisory Hourly Rate: This rate covers Concert Monitor, Detention Monitor, Lunch Monitor, Playground Monitor. The rate shall be \$30.61 for **2011-2012; and \$31.38 for 2012-2013 and 2013-2014.**

Head Teacher: The rate shall be \$2,175 for **2011-2012; and \$2,229 for 2012-2013 and 2013-2014.**

| 2011-2012 | | | 2012-2013 | | 2013-2014 | |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| YRS. OF EXPER. | YRS. OF EXPER. | YRS. OF EXPER. | YRS. OF EXPER. | YRS. OF EXPER. | YRS. OF EXPER. | YRS. OF EXPER. |
| ACTIVITY | 1 | 2 | 1 | 2 | 1 | 2 |
| Safety Patrol | \$575 | \$625 | \$589 | \$641 | \$589 | \$641 |
| Band | \$650 | \$675 | \$666 | \$692 | \$666 | \$692 |
| Chorus | \$650 | \$675 | \$666 | \$692 | \$666 | \$692 |
| Spirit Club | \$575 | \$625 | \$589 | \$641 | \$589 | \$641 |
| Art Club | \$650 | \$675 | \$666 | \$692 | \$666 | \$692 |
| Peer Mediation | \$575 | \$625 | \$589 | \$641 | \$589 | \$641 |

C. Pay Dates

Pay dates shall be based on the 15th and 30th of each month, with the school year calendar mutually agreed upon by both parties prior to June 30th of each year. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day, except in the event of deviation from the approved school calendar.

D. Credit Union

Teachers may request the BOARD to withhold monies from each paycheck as directed by a deduction form received from ABCO Public Employees Federal Credit Union and deposited semi-monthly with same.

E. Bond Purchase and Annuity Plan

The BOARD agrees to make deductions for U.S. Savings Bond purchases and selected teacher annuity plans.

F. Educational Reimbursement

1. The Board shall reimburse tuition for successfully completed graduate courses within the field of certification up to the maximums set forth below.
2. All courses must be approved by the Superintendent prior to registration.
3. The annual (July 1 through June 30) maximum tuition reimbursement for all unit members shall be \$16,500 **annually**.
4. The maximum tuition reimbursement for a unit member annually shall be nine (9) credits per year (September 1 through June 30) at the Rowan University graduate rate per credit.
5. The maximum tuition reimbursement for part-time teachers and school nurses is the proportion to the time he/she spends working in the district.
6. Reimbursement shall be made by the August Board meeting. Reimbursement will be made for the first approved course up to the maximum per teacher per course limit set in E. 4. above. If there are insufficient funds for full reimbursement of the second course under the maximum District cost set in E. 3. above, the remaining monies shall be divided equally among all teachers who have a second approved course, but in no case shall an individual's reimbursement be greater than the cost of the course.
7. Teacher requests for course approval for tuition reimbursement shall be accepted for a two week period starting: July 1, September 21, November 1 and May 1 each year. All requests for course approval and tuition reimbursement must be made on the appropriate forms.
8. The Superintendent will notify applicants of approval/denial of requests for courses prior to registration. Confirmation of acceptance of reimbursement shall be provided within two (2) weeks of the close of each application submission period.
9. In order to be eligible for reimbursement, a grade of "B" or better must be earned and the teacher must present the District with proof of enrollment, proof of payment and proof of grade.
10. Grade verification must be supplied to the District no later than June 30.

11. The District shall inform the Association in writing of the total tuition reimbursement monies used under this section by September 1 annually.
12. A teacher who receives reimbursement under E. and who then leaves the District's employment within one (1) year of the receipt of the reimbursement, except in a retirement situation, a separation due to disability, a reduction-in-force or a non-renewal shall reimburse the District 100% of that reimbursed amount.
 - a. The application form for reimbursement shall contain an acknowledgement by the applying teacher that the provisions of the prior paragraph is in effect and that the teacher shall reimburse the District pursuant to them and that the above monies may be withheld from the last paycheck of the departing teacher.
 - b. All returned monies shall be placed back in the tuition reimbursement pool in the year that they are recovered.

G. Extra Compensation

Any teacher who is required to work beyond the normal school work day shall be compensated according to Article 12 section B.

H. Longevity Bonus

There shall be a single lump sum longevity bonus payment at the completion of the tenth, fifteenth, and twentieth year of teaching service in Woodbury Heights in the amount of \$100.00 and in the twenty-fifth year in the amount of \$250.00, subject to necessary financial deductions.

I. Tenure Payment

Only teachers employed during the 1974-75 school year who were presently tenured or who were tenured the 1975-76 and 1976-77 school year shall receive the sum of \$200.00 in addition to the stated salary guide attached hereto as designated "Exhibit A".

J. Column Movement

Movement to a new salary guide column shall occur twice per year. Said movement will occur on the September 1st or the February 1st following necessary degree or credit completion.

ARTICLE 13
INSURANCE COVERAGE

A. Medical Coverage

1. The BOARD shall provide and pay for one hundred (100) percent of the cost of family coverage under the New Jersey School Employees Health Benefits Plan or an equal to or greater than plan coverage. Effective January 1, 2009, the maximum Board contribution for this coverage for an otherwise-eligible employee, except for the employees in 2. below, shall be the premium in effect for the AETNA plan option at the relevant enrollment level. If an eligible employee selects a plan option which has a higher premium than the AETNA plan option premium, the employee shall pay the premium difference by way of payroll deduction throughout the year.
2. Effective July 1, 2008, all employees on staff as of that date, or hired thereafter, (and otherwise eligible for insurance coverage), shall be eligible to enroll in insurance as follows:
 - a. For the first three (3) years of employment, said coverage shall cost the Board no more than the plan option which has the lowest premium in effect for that enrollment level (single, family, etc.) each insurance year (January 1 through December 31).
 - b. If an eligible employee selects a plan option which has a higher premium than the lowest premium for the relevant enrollment level, the employee shall pay the premium difference by way of payroll deduction throughout the year.
 - c. On the open enrollment date following the third anniversary of employment, the employee shall be covered by the provisions of A. 1. above.
3. For employees hired prior to July 1, 1984, if the employee finds it unnecessary to be provided with medical family coverage, the BOARD shall provide disability coverage through Prudential, AIG/The Franklin Life Insurance Company not to exceed \$1,300 per year. If such an employee takes advantage of any other waiver plan for health/hospitalization insurance through the SEHBP which the Board has adopted, this payment shall not be made.
4. Employees hired after July 1, 1984 may purchase disability insurance through Prudential, AIG/The Franklin Life Insurance Company at their own expense through a payroll deduction.
5. Upon anticipation of a change of carrier the board shall provide the association with a copy of any contract or policy which the board intends to sign with any carrier at least sixty (60) days prior to the date of the change.

The Board will submit to the Association and to each member, a statement guaranteeing the exact coverage as under the **SEHBP** currently in effect with a guarantee that the Board accepts responsibility for any costs not covered under the new carrier, providing these costs were previously covered.

B. Dental Coverage

1. The BOARD agrees to provide single dental coverage for all employees as follows with no deductible:

| | |
|--------------------------------------|---------|
| Preventive and Diagnostic | 100% |
| Remaining Basic Benefits | 50%/50% |
| Crowns, Inlays & Gold Restorations | 50%/50% |
| Prosthodontic Benefits | 50%/50% |
| Orthodontic Benefits (Children Only) | 50%/50% |

Maximum payable, excluding Orthodontic Benefits, provided an eligible patient in any calendar year is \$1,500. Orthodontic Benefits are subject to a \$1,000 maximum per case which is separate from the \$1,500 maximum.

2. Any employee may select 2 party, or family coverage at their own expense through a payroll deduction.

ARTICLE 14
RETIREMENT

- A. Teachers who are members of the Teachers' Pension and Annuity Fund may be retired according to NJSA 18A:66-43.
- B. Reimbursement will be given for unused sick leave after fifteen (15) years of service in the district. When formally submitting retirement papers to the State of New Jersey after fifteen years of service, 45% of unused, accumulated sick days will be reimbursed at \$65 per day.

ARTICLE 15
FULLY BARGAINED PROVISION

This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this agreement, neither party shall be required to negotiate with respect to any such matter whether covered by this agreement and whether or not within the knowledge or contemplation of either party or both parties at the same time they negotiated or executed this agreement. The 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 16
DURATION OF AGREEMENT

This agreement is effective **July 1, 2011**, and shall remain in full force and effect until **June 30, 2014**.

WOODBURY HEIGHTS BOARD OF EDUCATION

BY: _____
President Date

BY: _____
Negotiations Committee Chair Date

WITNESS: _____
Board Secretary Date

WOODBURY HEIGHTS EDUCATION ASSOCIATION

BY: _____
President Date

BY: _____
Negotiations Committee Chair Date

WITNESS: _____
Secretary Date

EXHIBIT A-1
TEACHER SALARY GUIDE IN EFFECT AS OF SEPTEMBER 1, 2011

| STEP | STEP | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 | DR |
|-------|--------|-------|-------|-------|-------|-------|-------|-------|
| 10-11 | 9/1/11 | | 750 | 1450 | 2150 | 2850 | 3550 | 4250 |
| | | | | | | | | |
| ***3 | 3 | 47891 | 48641 | 49341 | 50041 | 50741 | 51441 | 52141 |
| 4 | 4 | 48591 | 49341 | 50041 | 50741 | 51441 | 52141 | 52841 |
| 5 | 5 | 49391 | 50141 | 50841 | 51541 | 52241 | 52941 | 53641 |
| 6 | 6 | 50483 | 51233 | 51933 | 52633 | 53333 | 54033 | 54733 |
| 7 | 7 | 51691 | 52441 | 53141 | 53841 | 54541 | 55241 | 55941 |
| 8 | 8 | 53141 | 53891 | 54591 | 55291 | 55991 | 56691 | 57391 |
| 9 | 9 | 54591 | 55341 | 56041 | 56741 | 57441 | 58141 | 58841 |
| 10 | 10 | 57091 | 57841 | 58541 | 59241 | 59941 | 60641 | 61341 |
| 11 | 11 | 59591 | 60341 | 61041 | 61741 | 62441 | 63141 | 63841 |
| 12 | 12 | 63383 | 64133 | 64833 | 65533 | 66233 | 66933 | 67633 |
| 13 | 13 | 67215 | 67965 | 68665 | 69365 | 70065 | 70765 | 71465 |
| 14 | 14 | 71202 | 71952 | 72652 | 73352 | 74052 | 74752 | 75452 |
| 15 | 15 | 75189 | 75939 | 76639 | 77339 | 78039 | 78739 | 79439 |
| 16 | 16 | 79295 | 80045 | 80745 | 81445 | 82145 | 82845 | 83545 |

NOTE: All teachers remain on their 2010-2011 step. New teachers hired in 2011-2012 are on the same step as teachers hired in 2010-2011 who have the same amount of credited experience.

EXHIBIT A-2
TEACHER SALARY GUIDE IN EFFECT AS OF FEBRUARY 1, 2013

| STEP | STEP | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 | DR |
|--------|--------|-------|-------|-------|-------|-------|-------|-------|
| 9/1/11 | 2/1/13 | | 750 | 1450 | 2150 | 2850 | 3550 | 4250 |
| | | | | | | | | |
| *** | 3 | 49407 | 50157 | 50857 | 51557 | 52257 | 52957 | 53657 |
| 3 | 4 | 49907 | 50657 | 51357 | 52057 | 52757 | 53457 | 54157 |
| 4 | 5 | 50707 | 51457 | 52157 | 52857 | 53557 | 54257 | 54957 |
| 5 | 6 | 51799 | 52549 | 53249 | 53949 | 54649 | 55349 | 56049 |
| 6 | 7 | 53007 | 53757 | 54457 | 55157 | 55857 | 56557 | 57257 |
| 7 | 8 | 54457 | 55207 | 55907 | 56607 | 57307 | 58007 | 58707 |
| 8 | 9 | 55907 | 56657 | 57357 | 58057 | 58757 | 59457 | 60157 |
| 9 | 10 | 58407 | 59157 | 59857 | 60557 | 61257 | 61957 | 62657 |
| 10 | 11 | 60907 | 61657 | 62357 | 63057 | 63757 | 64457 | 65157 |
| 11 | 12 | 64699 | 65449 | 66149 | 66849 | 67549 | 68249 | 68949 |
| 12 | 13 | 68531 | 69281 | 69981 | 70681 | 71381 | 72081 | 72781 |
| 13 | 14 | 72518 | 73268 | 73968 | 74668 | 75368 | 76068 | 76768 |
| 14 | 15 | 76505 | 77255 | 77955 | 78655 | 79355 | 80055 | 80755 |
| 15/16 | 16 | 80611 | 81361 | 82061 | 82761 | 83461 | 84161 | 84861 |

NOTE: All teachers remain on their 2011-2012 step until February 1, 2013, at which time they move to the above guide.

EXHIBIT A-3
TEACHER SALARY GUIDE IN EFFECT AS OF SEPTEMBER 1, 2013

| STEP | STEP | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 | DR |
|--------|--------|-------|-------|-------|-------|-------|-------|-------|
| 2/1/13 | 9/1/13 | | 750 | 1450 | 2150 | 2850 | 3550 | 4250 |
| | | | | | | | | |
| ***/3 | 3 | 49448 | 50198 | 50898 | 51598 | 52298 | 52998 | 53698 |
| 4 | 4 | 49948 | 50698 | 51398 | 52098 | 52798 | 53498 | 54198 |
| 5 | 5 | 50748 | 51498 | 52198 | 52898 | 53598 | 54298 | 54998 |
| 6 | 6 | 51840 | 52590 | 53290 | 53990 | 54690 | 55390 | 56090 |
| 7 | 7 | 53048 | 53798 | 54498 | 55198 | 55898 | 56598 | 57298 |
| 8 | 8 | 54498 | 55248 | 55948 | 56648 | 57348 | 58048 | 58748 |
| 9 | 9 | 55948 | 56698 | 57398 | 58098 | 58798 | 59498 | 60198 |
| 10 | 10 | 58448 | 59198 | 59898 | 60598 | 61298 | 61998 | 62698 |
| 11 | 11 | 60948 | 61698 | 62398 | 63098 | 63798 | 64498 | 65198 |
| 12 | 12 | 64740 | 65490 | 66190 | 66890 | 67590 | 68290 | 68990 |
| 13 | 13 | 68572 | 69322 | 70022 | 70722 | 71422 | 72122 | 72822 |
| 14 | 14 | 72559 | 73309 | 74009 | 74709 | 75409 | 76109 | 76809 |
| 15 | 15 | 76546 | 77296 | 77996 | 78696 | 79396 | 80096 | 80796 |
| 16 | 16 | 80652 | 81402 | 82102 | 82802 | 83502 | 84202 | 84902 |

NOTE: All teachers remain on the step on which they were at the conclusion of 2012-2013. New teachers hired in 2013-2014 are on the same step as teachers hired in 2012-2013 with the same amount of credited experience.