

AGREEMENT

between the

VENTNOR CITY EDUCATION ASSOCIATION

and the

VENTNOR CITY BOARD OF EDUCATION

July 1, 2008 - June 30, 2012

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	3
ARTICLE I	RECOGNITION	4
ARTICLE II	NEGOTIATIONS PROCEDURES	5
ARTICLE III	GRIEVANCE PROCEDURE	6
ARTICLE IV	TEACHER RIGHTS	10
ARTICLE V	ASSOCIATION RIGHTS AND PRIVILEGES	11
ARTICLE VI	TEACHER WORK YEAR, WORK HOURS AND WORK LOAD	13
ARTICLE VII	NON-TEACHING DUTIES	15
ARTICLE VIII	SALARIES	16
ARTICLE IX	TEACHER WORK STATIONS	20
ARTICLE X	TEACHER ETHICS	21
ARTICLE XI	MANAGEMENT'S RIGHTS AND PRIVILEGES	22
ARTICLE XII	SICK LEAVE	23
ARTICLE XIII	TEMPORARY LEAVES OF ABSENCE	27
ARTICLE XIV	EXTENDED LEAVES OF ABSENCE	29
ARTICLE XV	SABBATICAL LEAVE	32
ARTICLE XVI	REIMBURSEMENTS	34
ARTICLE XVII	INSURANCE PROTECTION	37

TABLE OF CONTENTS (Con't.)

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE XVIII	DEDUCTIONS FROM SALARY	40
ARTICLE XIX	REPRESENTATION FEE-AGENCY SHOP	42
ARTICLE XX	COMPLAINT PROCEDURE	45
ARTICLE XXI	ASSOCIATION-ADMINISTRATION LIAISON	47
ARTICLE XXII	MISCELLANEOUS PROVISIONS	48
ARTICLE XXIII	DURATION OF AGREEMENT	50
	ACKNOWLEDGEMENTS	51
	SALARY SCHEDULE A - 2008-2009	52
	SALARY SCHEDULE B - 2009-2010	53
	SALARY SCHEDULE C - 2010-2011	54
	SALARY SCHEDULE D - 2011-2012	55

PREAMBLE

This **AGREEMENT** was entered into by and between the **BOARD OF EDUCATION OF VENTNOR CITY, NEW JERSEY**, (hereinafter called “the Board”), and the **VENTNOR CITY EDUCATION ASSOCIATION**, (hereinafter called “the Association”). The Board and the Association, through their respective representatives, having heretofore met for the purpose of negotiations in accordance with the New Jersey Employer-Employee Relations Act, have reached accord. The Board and the Association agree as follows:

ARTICLE I
RECOGNITION

Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for the following unit of full and part-time certificated personnel:

- | | |
|----------------------------------|-------------------------------------|
| Classroom Teachers PK-8 | Reading Teachers |
| Vocal Music Teachers | Remedial Reading Teacher |
| Instrumental Music Teachers | <u>E</u> nglish as a <u>S</u> econd |
| Physical Education Teachers | <u>L</u> anguage Teachers |
| Nurses | Bilingual Teachers |
| Learning Disabilities Specialist | Art Teachers |
| Speech Therapist | Industrial Art Teacher |
| Psychologist | Special Education Teachers |
| Social Worker | Teachers of Gifted/Talented |
| Guidance Counselor | Computer Instructor |
| Librarians | |

Specifically excluded are:

- | | |
|---------------------|---|
| Principals | Custodial Staff |
| Supervisors | Transportation Persons |
| Secretarial Staff | All P/T employees (Solicitor, Auditor, Doctor, Technician) |
| Clerical Staff | Residency Personnel |
| Instructional Aides | |

Definition of Teacher

The term "teachers," when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the negotiating unit as noted in Section A. Teachers are defined for this Agreement as fully certified professionals under contract.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. The Parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment and in accordance with the time table established by the Public Employment Relations Commission (PERC). Every effort will be made to begin negotiations by December 15th of the year preceding expiration of this contract.

Any Agreement so negotiated shall apply to all members of the bargaining unit, be reduced to writing, and be signed by the President of the Ventnor City Board of Education and the President of the Ventnor City Education Association.

- B. During the negotiations, the Board and Association representatives shall present relevant data, exchange points of view, and make proposals and counter proposals.
- 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 have all necessary power and authority to make and consider proposals in the course of negotiations. Any memoranda of agreement between the parties would be subject to ratification by the Ventnor City Board of Education and the Ventnor City Education Association.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Statement of Policy

In keeping with the policy of the Board to serve the interests of all residents and taxpayers in the community in obtaining the best possible education for their children, there is hereby adopted, in a spirit of cooperation and mutual trust between the Board and its staff of professional employees, the following procedure in furtherance of such policy. No employee of the Board, invoking these procedures, shall be subject to any prejudicial or punitive action by reason of invoking such procedures.

B. Definitions

1. The term "grievance", as used herein, is defined as any question, problem, complaint or appeal by any employee represented by this contract Agreement concerning the interpretation or application of this Agreement or concerning Board Policy not an integral part of the contract.
2. The term "employee" shall mean those represented by this contract Agreements stated in Article I, Section A.
3. The term "representative" shall mean a member of any related organization of which he/she is a member, or an individual designated by any employee as his/her spokesperson, provided, however, that the employee shall have designated such "representative" in writing, and a copy of such authorization shall have been filed with the Board and/or with the individual(s) conducting any hearing prior to the holding of such hearing.

C. Grievance Procedure

The procedures, which will be followed by all employees and/or members of the Board, are detailed below. At any stage of the Grievance Procedure, either party shall have the right to summon and have present witnesses on his/her behalf. The aggrieved employee shall have the right to be represented by legal counsel and to have speak on his/her behalf his/her "representative" registered as such in the Board office. Forty-eight (48) hour written notification shall be given by either party to the other if such party will be represented by legal counsel. The Association shall provide such notice to the Board Secretary and the official at the level of the grievance. The Board shall provide such notification to the Association President and designated representative.

1. Level I - Principal/Immediate Supervisor

Any employee with a grievance shall first discuss with his/her principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. If the matter is not resolved, a written grievance shall be filed with said principal/supervisor within thirty (30) days of the occurrence of the grievance.

If the grievance is not satisfactorily resolved, said principal/supervisor shall reduce his/her decision to writing within ten (10) school days of receipt of the written grievance and forward it to the employee and/or his/her representative.

If the grievance is not resolved at Level I, or if no decision has been rendered within the ten (10) school days, such grievance may be submitted in writing to the superintendent of schools no later than five (5) school days after receipt of decision or fifteen (15) school days after submission to Level I if no decision has been rendered.

2. Level II - Superintendent

The superintendent may hold a meeting among the aforementioned parties and shall render his/her written decision within ten (10) school days of receipt of the grievance. If the grievance is not resolved at Level II, or if no decision has been rendered within ten (10) school days after the presentation of the grievance to the superintendent, the aggrieved may file the grievance, in writing, to the Board within five (5) school days after the decision at Level II or fifteen (15) school days after which the grievance was presented, whichever is sooner.

3. Level III - Board of Education

The Board shall render its written decision no later than three (3) days after the second (2nd) regularly scheduled Board meeting after receipt of the grievance. Should the grievant and/or the Association request in writing a hearing before the Board regarding such grievance, such request may be granted or denied at the sole discretion of the Board. Such hearing, if granted, will be held prior to the Board's decision.

The Board's decision at this Level shall be final for all grievances relating to Board policies and/or administrative decision and such grievances shall not be submitted to Level IV Arbitration.

4. Level IV - Arbitration

It is expressly understood by both parties that the only grievances which may be submitted to arbitration are those grievances concerning the interpretation or application of the terms and conditions of employment as stated in this Agreement.

Within ten (10) school days after the Board has rendered its written decision, a notice of submission to arbitration shall occur. The Board and the Association shall attempt then to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) days after notice of submission to arbitration, a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission.

The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association, and shall be final and binding on the parties.

If the aggrieved does not take action within the time frames set in each level, the grievance shall be deemed to have been resolved.

D. LAW

1. Nothing contained in this Grievance Procedure shall be deemed to require an employee covered by this Agreement to become a member of the Association.
2. Whenever any requirements of the State Department of Education, or of any law enacted by the Legislature of the State of New Jersey, provide for any additional procedures not herein set forth, then such additional procedures may be invoked by any aggrieved employee notwithstanding that they have not been set forth herein.
3. Whenever any requirements of the State Department of Education or any enactment by the Legislature of New Jersey are contrary to the provisions of the Procedure, then such requirements shall be deemed to supersede this Procedure and such requirements shall be substituted in place of the provisions set forth herein.
4. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such a grievance in writing to the building principal. The

Association may process such a grievance through all levels of the grievance procedure.

E. COSTS

Any costs incurred by the parties shall be paid by the parties incurring same.

ARTICLE IV
TEACHER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws, 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, to join and to support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws, 1974, other laws of New Jersey, the Constitution of New Jersey, and/or the United States Constitution.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws and Regulations. The rights granted to teachers hereunder shall be deemed to be in addition to or in conjunction with those provided elsewhere.

C. Evaluation of Students

1. The members of the Association recognize the personalness and the confidentiality inherent in working with children, and further recognize their professional obligations not to discuss any pupil except in a constructive manner and only with those persons in a position to offer advice and help.
2. The teacher shall maintain the right and the responsibility to determine grades and other evaluations of students within the grading policies of the Ventnor City School District based upon his/her professional judgment and available criteria pertinent to any given subject area or activity for which he/she is responsible. No grade or evaluation of students will be changed by the administration without prior consultation with the teacher(s).

D. Criticism of Teachers

Any criticism by a supervisor, administrator or the Board, of a teacher and/or his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available to the Association, in response to reasonable requests, all available information in the public domain concerning the educational program and the financial resources of the district. Such requests will be made in writing by the Association President to the Superintendent of Schools at least ten (10) working days prior to the need, and such material will be viewed in the Board Office during the Board Office's regular work hours, excluding the time the teacher is on duty.

If it is necessary for the Association President and/or his/her designee(s) to participate during working hours in negotiations, a grievance procedure, and/or P.E.R.C. meetings relevant to the district, he/she shall request such time as is required in writing from the Superintendent of Schools. All legitimate requests will be approved and he/she/they shall suffer no loss in pay or benefits.

B. Use of School Building

The Association and its representatives may have the privilege of using the district's school buildings for meetings under the same criteria used for general public building usage. Approval shall be requested in writing from the Principal in advance of the time and the place of all such meetings. With permission from the building principal, the Association's "after school" meetings may be conducted between 3:30-4:30 p.m. in a particular school building. Additional time beyond 4:30 p.m. can be requested.

C. Use and Care of Equipment

The Association may have the privilege of using school facilities and equipment, including typewriters, mimeographing machines, and other duplicating equipment, calculators, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. Approval shall be requested in writing, from the principal of the building in advance of the time of use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for repairs necessitated as a result thereof. The Association agrees that only those persons who are knowledgeable in the operation of said equipment shall have access to same. Such equipment is not to be removed from the building.

D. Bulletin Boards

The Association shall have in each school building the privilege of using one existing bulletin board in each faculty lounge or teachers' dining room. Copies of all materials to be posted shall be given to the building principal for approval prior to posting.

E. Mail Facilities and Mail Boxes

The Association shall have, with the approval of the building principals, the privilege of using the inter-school mail facilities and school mail boxes as it deems necessary.

F. Use of Telephone

The Board/Administration will find a mutually agreeable location for a telephone with the Association that will insure some level of "privacy" by September of 1998. Association will get its own credit card to be used for Association long distance calls. Teachers will make every attempt not to place or receive cell phone calls or messages during scheduled instructional time so as to limit interruption to educational endeavors.

G. School Calendar

The Association, through its President, shall be given the opportunity to make recommendations in the development of the school calendar.

ARTICLE VI

TEACHER WORK YEAR, WORK HOURS AND WORK LOAD

A. Work Year

The length of the work year will be 185 days, 180 of which are in direct contact with the students, with the remaining five (5) days designated by the administration. Such five (5) days shall be immediately preceding, during or following the 180 contract days, but shall not be during the holidays or vacation period.

B. Length of the School Day

The teachers' school day will be 7 hours between the hours 8:00 a.m. and 4:00 p.m. Within these timelines, the administration will determine the teacher arrival and departure times. Teachers may be assigned different arrival and departure times. Teachers may be assigned different arrival and departure times as the need exists, but within the stipulated timelines. Within the 7 hour day, the certified staff will have at least a duty free, 30 minute lunch period.

C. Student Contact Time

All certified staff will have equal contact time with students.

D. Preparation Time

It is desirable for each teacher to have uninterrupted preparation periods. Teachers shall have preparation time (equal to five [5] classroom periods a week within the student day) during which they shall not be assigned additional duties. These preparations periods are in addition to the teachers' lunch period. Building principals will give direction as to the time and place in which teachers will conduct their planning.

E. Leaving the Building - Lunch

Teachers will notify the main office if they should leave the building at lunch time. Such notification shall be through verbal notification or internet notification. In no event shall teachers be required to physically report to the office to sign out. Teachers will also indicate their presence in the morning by initialing a sign in sheet at the main office. Time of arrival will not be included.

F. Meetings with Administration

The administration, primarily the school principals, have the right to have meetings as scheduled below;

1. A maximum of ten (10) hours of meetings per year in addition to the normal work day. Such meetings shall not extend more than sixty (60) minutes past the end of the normal work day. Credit for any such meeting shall be at least thirty(30) minutes even if such meeting is for a lesser period of time.
2. Such meetings may be with individual teachers, grade levels, groups of teachers or the full faculty.
3. All teachers shall be treated equally as to the total number of hours of attendance at such meetings within a school year.
4. Teachers shall not be required to attend more than three (3) meetings per month.
5. Teachers shall be given at least three (3) days written notice for individual or for less than full faculty meetings. Five (5) days notice for meetings of the full faculty shall be given. Excuses from meetings shall be granted on a case by case basis.
6. Such meetings shall be increased not to exceed twelve(12) hours for the duration of the contract.
7. No meetings shall be held on Fridays or days before holidays, vacation periods or extended weekends.
8. Prep periods and lunch periods will not be utilized for meetings.

G Class Coverage

1. Any teacher assuming another teacher's class into his/her class will be compensated at the rate listed on page 18.
2. Any teacher assuming any part of another teacher's students into his/her class will

be compensated at the rate listed on page 18.

ARTICLE VII

NON-TEACHING DUTIES

A. Teacher Duties

The parties agree that teachers without homeroom assignments shall continue to perform morning playground and bus duty. The Board agrees to compensatory time for the above duties which extend beyond the defined work day. The Board also agrees that no additional non-teaching duties shall be added to the aforementioned list enumerated above unless it is negotiated and agreed to by both parties.

B. Lunch - Playground Duty

Certified staff members may be assigned to cafeteria duty and/or playground duty as per management's prerogative as long as the total student contact time per day is not increased.

ARTICLE VIII

SALARIES

A. Salaries

The salary of each teacher covered by this Agreement is set forth in **Schedule A** for the **2008-2009** school year, **Schedule B** for the **2009-2010** school year, **Schedule C** for the **2010-2011** school year and **Schedule D** for the **2011-2012** school year. Said schedules are attached hereto and made a part hereof.

B. Longevity

In addition to the base salary scale, longevity pay will be given as specified below:

Beginning the 15th year of Ventnor service:

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
\$1650.00	\$1650.00	\$1650.00	\$1750.00

Beginning the 20th year of Ventnor service:

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
\$2100.00	\$2100.00	\$2100.00	\$2200.00

Beginning the 25th year of Ventnor service:

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
\$3000.00	\$3000.00	\$3000.00	\$3100.00

C. Placement on Salary Scale

Placement on the scale shall be made only under the following conditions:

1. Placement on the B+15, B+30, M+15, and M+30 scales will be made only if the credits presented for qualifications are no older than six (6) years.

2. Degree status (M), (Ph.D.), (Ed.D.) is obtained upon the conferring of the degree and not upon credit nor experience equivalent.
3. Eligibility to B+15, B+30, Master's, M+15, M+30 and Doctorate scales is attained upon the presentation to the Superintendent the official transcript of credits.
4. Contract changes reflecting higher credit and/or degree status will be made upon the approval of the Superintendent. The required forms and credentials must be submitted during the months of September and February. Such contract changes are retroactive only to September 1st or February 1st, respectively.

D. Pay for Extracurricular Activities

For the life of this contract, payment for the extracurricular activities is:

<u>Position</u>	<u>2007-2008</u>	<u>2008-2009</u> x4.50	<u>2009-2010</u> x4.75	<u>2010-2011</u> x4.70	<u>2011-2012</u> x4.50
Head Basketball Coach	1640.93	1714.77	1796.22	1880.64	1965.27
Asst. Basketball Coach	1230.09	1285.44	1346.50	1409.79	1473.23
Other Head Coaches	1606.9	1679.21	1758.97	1841.64	1924.51
Other Asst. Coaches	1196.06	1249.88	1309.25	1370.78	1432.47
School Play Director	1572.87	1643.65	1721.72	1802.64	1883.76
School Play Asst. Director	991.85	1036.48	1085.71	1136.74	1187.89
School Play Music Director	1469.55	1535.68	1608.62	1684.23	1760.02
School Play Band Director	1469.55	1535.68	1608.62	1684.23	1760.02
School Play Choreographer	1469.55	1535.68	1608.62	1684.23	1760.02
Band (combined, both schools)	1059.92	1107.62	1160.23	1214.76	1269.42
Chorus (combined, both schools)	1059.92	1107.62	1160.23	1214.76	1269.42
Student Council Advisor	409.63	428.06	448.39	469.46	490.59
CST Chairperson	3657.46	3822.05	4003.60	4191.77	4380.40
SIRS Chairperson	1051.41	1098.72	1150.91	1205.00	1259.23
SIRS Member	752.45	786.31	823.66	862.37	901.18
Bilingual Translator	683.11	713.85	747.76	782.90	818.13
SIT Chairperson	578.81	604.86	633.59	663.37	693.22
SIT Member	404.63	422.84	442.92	463.74	484.61
Awards Assembly Coord.	425.43	444.57	465.69	487.58	509.52
Athletic Site Mgr. (per event)	60.78	63.52	66.54	69.67	72.81
Home Instruction (per hour)	41.02	42.87	44.91	47.02	49.14
Homework Club (per hour)	33.75	35.27	36.95	38.69	40.43
<i>- to also include "After School Academic Classes" such as Study Hall/Tutoring/Gifted & Talented</i>					
Other School Clubs*	601.96	629.05	658.93	689.90	720.95
Think Day Coach	683.11	713.85	747.76	782.90	818.13
Think Day Judge	273.49	285.80	299.38	313.45	327.56
Yearbook Editor	601.96	629.05	658.93	689.90	720.95
Yearbook Asst. Editor	601.96	629.05	658.93	689.90	720.95
Ask Coach (per hour)	33.75	35.27	36.95	38.69	40.43
Detention After School/Saturday(per hour)	33.75	35.27	36.95	38.69	40.43
Summer Instrumental Teacher (per hour)	33.75	35.27	36.95	38.69	40.43
Skills Builders (per hour)	33.75	35.27	36.95	38.69	40.43
Honor Society Advisor	409.63	428.06	448.39	469.46	490.59
Class Coverage (page 14)					
Assuming another class	30	31.35	32.84	34.38	35.93
Assuming part of another class	20	20.90	21.89	22.92	23.95
Committee/Curriculum (page 19)					
Summer School (page 19)	33.75	35.27	36.95	38.69	40.43
	36	37.62	39.41	41.26	43.12
<i>Team Leader</i>	<i>New (2009)</i>		<i>1478.00</i>	<i>1547.47</i>	<i>1617.11</i>

*Other School Clubs include, but are not limited to: Technology, School Newspaper, Computer,

Safety Patrol, Percussion & Library.

E. Committee/Curriculum Work:

Any teacher required/requested to serve on any school committee including but not limited to curriculum development, shall either be provided with release time within the teacher's normal work day to serve on such committee or if such meetings and/or work is outside of the teacher's normal work day, the teacher shall be compensated for all such time at the rate listed on page 18.

F. Summer School:

Any teacher teaching Summer School shall be compensated at the rate listed on page 18.

ARTICLE IX

TEACHER WORK STATIONS

A. School Positions

1. All Ventnor staff members shall be notified in writing by the Superintendent of the existence of a vacancy within ten (10) calendar days prior to the close of acceptance of the application for the position. Any vacancies and/or new positions which occur between October 15th and March 1st, excluding administrative openings which must be posted at the time of the opening, may be filled temporarily, without posting and notification, for the duration of the school year. It is agreed that such positions will be posted in May if they are to continue into the next school year.
2. Ventnor Public Schools' Certified Staff shall be given priority for a school position in a program operated by the Ventnor City Board of Education, provided it has been budgeted by the Board.
3. Staff members shall be given priority in application for such vacancies; however, the staff member must be certified and deemed the best qualified candidate by the administration for the position available.

B. Extra Curricular Activities Positions

1. All vacancies for extra curricular activities positions shall be posted as early as the district is aware of its needs. The posting shall include the qualifications for and duties of the position. No employee shall be assigned to serve, if there are qualified applicants for the position. If no qualified applicants apply for the position(s), an employee will not be assigned to more than one extra curricular activity per year for two consecutive years.

ARTICLE X

TEACHER ETHICS

- A. Once the school calendar has been adopted by the Board, it shall be the professional obligation of each member of the Association to abide by the terms of the calendar and the definition of the school day.
- B. It shall be the professional obligation of every teacher to participate fully in State Evaluations, Middle States Evaluations and Curriculum Development as necessary for the efficient and effective operation of a quality school district. The teachers shall be so committed.
- C. The Association agrees to support the school administration fully in its efforts to have teachers honor their contracts and act in an ethical manner in all situations and circumstances. Lateness shall be dealt with, even to the extent of disciplinary action through the Superintendent's office.
- D. The Association recognizes the extreme importance in maintaining educational continuity in the classroom and encourages each of its members to attend regularly, reserving sick leave benefits for the real purpose for which they are granted.
- E. The Association recognizes the need for constant evaluation and revision of all aspects of the educational program, and further recognizes the professional obligation of all staff members to participate in and to contribute to all orientation and in-service meetings and workshops.
- F. The Association is cognizant of the liability responsibilities inherent in the teaching vocation and charges all its members to be fully aware of, and to live up to, these responsibilities.

ARTICLE XI

MANAGEMENT'S RIGHTS AND PRIVILEGES

The Board reserves jurisdiction and authority over matters of policy. The Board retains the right, in accordance with applicable laws and regulations (New Jersey Statutes Annotated, Title 18A; New Jersey Administrative Code; Decisions by the New Jersey Commissioner of Education; and appropriate court decisions) and with its administration:

1. to direct employees of the school as defined by their respective job descriptions;
2. to hire, promote, transfer, assign and retain employees in certified positions in the school district and to suspend, discharge, or take other disciplinary action for cause;
3. to relieve employees from duty for a reduction in force or for other legitimate reasons;
4. to maintain efficiency of the school district operations entrusted to it;
5. to determine the methods, means and personnel by which such operations are to be conducted; and,
6. to take whatever actions may be necessary to provide public education for the community.

ARTICLE XII

SICK LEAVE

A. Accumulative

As of the first official day of the school year, all teachers employed in the Ventnor Public Schools shall be entitled to ten (10) sick leave days, which shall be accumulated from year to year with no maximum limit, whether or not they report for duty on that first day. Employees hired after November 1st will receive their sick leave on a pro rata basis for the first year only, i.e., one day per month worked plus 1/2 day, non accumulative, for each two and one-half (2 1/2) months worked.

B. Notification of Accumulation

Employees will be given a written accounting of accumulated sick leave days not later than November 30th each school year. This list will be prepared and distributed by the Board Office.

C. Extended Sick Leave Procedure

1. The Board will consider an employee's request for an extension of sick leave under the following conditions:
 - a. The employee must have completed three (3) years and started his/her fourth (4) year of service in the Ventnor City Public Schools.
 - b. The employee must have exhausted his/her accumulated sick leave due to an extended illness.
 - c. The employee must present a doctor's written statement attesting to the illness.
 - d. The employee may petition the Board to grant additional sick days up to a maximum of the amount previously accumulated.
 - e. The Board reserves the right to treat each case on its own individual merits and may adjust the pay to an amount less substitute costs.
 - f. If the extended absence exceeds 50% of the school year, the Board may elect not to give credit for the year on the salary guide or an "increment" in the event of the guide being raised.
 - g. The employee, when returning to service, will "owe" the Board the extended sick days. These will be repaid from the employee's normal grant of ten (10) days per year.
 - h. When evidence indicates that the employee will be unable to return to service, he/she will no longer be eligible for extended sick leave benefits.

D. Compensation for Unused Sick Leave at Retirement

Compensation for unused sick leave at retirement will be paid for under the following conditions:

1. After fifteen (15) years of service with Board, a teacher, at retirement, will be compensated for one-fourth of (1/4) the total days of unused sick leave at \$115.00 per day.
2. After twenty (20) years of service with the Board, a teacher, at retirement, will be compensated for one-half (1/2) the total days of unused sick leave at \$115.00 per day.
3. After twenty five (25) years of service with the Board, a teacher, at retirement will be compensated for three-fourths (3/4) the total days of unused sick leave at \$115.00 per day.
4. Effective June 30, 1998, a cap of \$20,000.00 will be placed on the total amount of compensation received by an employee for his/her unused sick leave upon retirement.
5. There will be no compensation unless the teacher is on the payroll the contract year the retirement or disability terminates the tenure. Compensation for unused sick leave is not retroactive for previously retired teachers, nor payable after June 30th of the last contract year.
6. Employees may select one of the following options for payment of such compensation:
 - a. Lump sum payment of full amount due at time of retirement, payable within thirty (30) days of retirement date.
 - b. Full payment shall be deferred until January 2nd of the calendar year immediately following the year of retirement.
 - c. Compensation may be divided into two (2) equal payments with the first payment of 50% being given on January 2nd of the year following the year of retirement.
7. Upon the death of an employee who would have been eligible for compensation for unused sick leave on retirement, said monies shall be given to the employee's estate.

E. Compensation for Unused Sick Leave at Retirement for Employees Hired Subsequent to June 30, 1993

Compensation for unused sick leave at retirement will be paid for under the following

conditions:

1. After fifteen (15) years of service with the Ventnor City Board of Education, a teacher, at retirement, will be compensated for one-fourth (1/4) the total days of unused sick leave at \$75.00 per day, up to a maximum of 40 days.
2. After twenty (20) years of service with the Ventnor City Board of Education, a teacher, at retirement, will be compensation for one-half (1/2) the total days of unused sick leave at \$75 per day, up to a maximum of 100 days.
3. After twenty-five (25) years of service with the Ventnor City Board of Education, a teacher, at retirement, will be compensated for three-fourths (3/4) of the total days of unused sick leave at \$75.00 per day, up to a maximum of 200 days.
4. There will be no compensation unless the teacher is on the payroll the contract year the retirement or disability terminates the tenure. Compensation for unused sick leave is not retroactive for previously retired teachers, nor payable after June 30th of the last contract year.
5. Employees may select one of the following options for payment of such compensation:
 - a. Lump sum payment of full amount due at time of retirement, payable within thirty (30) days of retirement date.
 - b. Full payment shall be deferred until January 2nd of the calendar year immediately following the year of retirement.
 - c. Compensation may be divided into two (2) equal payments with the first payment of 50% being given at retirement and the second payment being given on January 2nd of the year following the year of retirement.
6. Upon the death of an employee who would have been eligible for compensation for unused sick leave on retirement, said monies shall be given to the employee's estate.

F. Compensation for Perfect Attendance

1. Payment - Compensation for perfect attendance for a school year shall be \$400.00 for perfect attendance; \$150.00 for 1 day absent and for 2 days absent \$50.00.
2. Definition - Perfect attendance is defined as being present for all work days, excluding days for which permission has been granted for death in the family, professional and/or school business use and one personal day.
3. Part-Time Employees – Compensation for part time employees shall be the pro-rated percentage based upon the employee's number of work hours divided by thirty-five (35).
4. In addition, if overall attendance (minus exclusions) results in a 5% or more decrease in the cost for substitutes over the previous school year, the amount of money saved will be divided between the Board (1/2) and the fifteen (15) teachers with the best attendance.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Personal

- a. An eligible employee shall be granted up to three (3) days per year for personal business (that which cannot be completed outside of school hours, such as, but not limited to, legal requirements, house closing, marriage of a relative or close friend), with the approval of the building principal and Superintendent of Schools, or, in their absences, their respective designees.
- b. Unused personal days will be added to accumulated sick leave.
- c. Permission will not be granted for "personal business" days to lengthen scheduled school holidays.
- d. Requests for leave must be made to immediate supervisor at least five (5) days prior to the date requested to be away from work.
- e. Such requests must state the reason for which the personal leave will be used.
- f. An additional personal business day may be borrowed by a tenured employee (or one with more than three (3) years of service) from the immediate succeeding year. This will be designated as a special request on the Personal Day form.
- g. Emergency personal day leave may be given verbally by the Principal or Superintendent of Schools if requested prior to the need. A written request must be completed by the employee upon his/her return to work.
- h. Under unusual circumstances, and at the discretion of the Superintendent, a personal day may be approved "after the fact". A written request must be completed by the employee upon his/her return to work.

2. Professional

An eligible employee shall be granted up to two (2) days per year for professional visitations (i.e., to attend meetings, visit another school, etc.), with the approval of the Superintendent of Schools.

3. Death

In the event of the death of an employee's spouse, child, mother, father, brother or sister, up to five (5) days; and for mother-in-law, father-in-law, maternal/paternal grandparents and/or any member of the employee's immediate household who has established legal residence in same, up to three (3) days leave per occurrence will be granted not chargeable to the employee's personal time entitlement. Such days must be used within twenty (20) days of the day of death.

4. Family Illness

In the event of the illness of an employee's spouse, child, mother, father, brother, sister, mother-in-law, father-in-law and/or maternal/paternal grandparent, up to three (3) days of leave may be granted, not chargeable to the employee's personal time entitlement.

5. Good Cause

Other leaves of absence, not to exceed two (2) days, may be granted by the Superintendent for good cause. It is understood that these are in addition to those stated above and are without pay.

B. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

C. Vacation Time

No teacher will be permitted to take days off, even without pay, for vacation time.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

A. Child Rearing Leave

Child rearing leave, without pay, shall be granted to an employee with a child less than six months of age (or beyond six months if the mother is continuously sick from the birth), provided application is made in writing at least sixty (60) days prior to the beginning of such leave. Such leave shall not exceed a period of two (2) full school years and may be used only three (3) times during a teacher's teaching career in the Ventnor City Public Schools. In the event the teacher's request is made after the beginning of the school year, leave for the remainder of that school year shall be in addition to the previously stated two years.

1. An employee who takes a leave may return to work only at the onset of a new school year. Notice of said return must be made at least three (3) working months prior to the date of return (March 1st).
2. A non-tenured employee shall not be entitled to a leave of absence beyond the contract school year in which such leave was obtained.
3. Personnel returning from child-rearing leave shall be placed on the latest salary guide with employees of equal training and experience. No experience credit will be granted for the period of leave.
4. The year of absence will not be credited toward a salary increment, longevity, gaining tenure, etc. Any benefits or privileges extended as the result of service to Ventnor will not reflect the year of child rearing leave unless 100 or more days have been worked.*
5. If insurance or other like benefits are to be continued during the absence, the employee on child rearing leave will be expected to pay individually upon expiration of the grace period, if such procedures are allowable by the carrier.
6. Upon return, an attempt will be made to place the employee in a similar (not necessarily the same) position as previously held (i.e, within the same grade span - K-6, 3-8).
7. The Board's commitment to reimburse teachers for eligible courses will not apply to courses taken while on child rearing leave.

*This 100 days applies to child-rearing leave only.

8. By March 1st of the absence year, the employee may apply for an additional year of leave under the conditions set forth above.

B. Adoption

Any employee adopting an infant child up to two years of age shall receive a similar leave, which shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements of adoption.

C. Sick Leave Utilization

Nothing herein is intended to preclude bona fide sick leave utilization in accordance with N.J.S.A. 18A:30-1, et seq. or after birth of a child, nor shall such employee be precluded from returning to work because of such illness.

D. Medical Disability

1. Due to a medical disability which is substantiated by a certificate from a medical doctor, an employee shall be granted an extended leave of absence without pay; however, during the period of the employee's personal, medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted. During such time of medical disability leave, said employee shall be covered by existing health insurance benefits for a period up to and including three (3) months after the expiration of the grace period.
2. No tenured or non-tenured employee shall be barred from returning to work after a medical disability leave on the grounds that not enough time has elapsed during the recovery period.

E. Extended Personal Leave

1. An extended leave for personal reasons, without pay, shall be granted to one (1) employee per year, provided application is made in writing by May 1st of the year prior to the beginning of such leave. Such leaves shall be for a period of one (1) school year (September 1st through June 30th). Employees granted this leave will not be considered again for this same leave.
2. To be eligible for such leave, an employee must have been employed for at least seven (7) consecutive years (inclusive of any Board approved leave) in the Ventnor Schools.
3. In the event more than two employees request such leave, extended personal leave shall

be granted based upon total length of service.

4. Extended personal leave shall be granted for the following reasons:
 - a. Outside teaching in a college, university or other public school.
 - b. Engaging in activities of the Association or its affiliates.
 - c. Educational purposes.
 - d. Other valid purposes.
5. The employee on leave shall not be entitled to any benefits provided by this Agreement except as expressly provided by this Article and by law.
6. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits towards any other leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to a position within his/her area of certification. Credit for advancement on the guide shall not be earned while the employee is on leave.
7. The employee granted this leave must advise the Board of his/her intention to return for the next school year by March 1st of the year in which the leave occurs.

ARTICLE XV
SABBATICAL LEAVE

Sabbatical Leave

Sabbatical leave will be granted, on the recommendation of the Superintendent and the approval of the Board, for one semester (college) or one full school year of graduate study, travel and other circumstances considered to be educationally relevant under the following conditions:

1. One semester (college) or one full school year leave for one (1) teacher, recommended and approved in any give year, who has completed seven (7) years of Ventnor service.
2. Applicants must apply in writing to the Superintendent by November 1st to be considered for the following school year.
3. Application must state in detail plans for sabbatical leave and the relevancy of such plans to the Ventnor City Public Schools. The candidate has the option of selecting the months of absence with the approval of the Superintendent.
4. The Superintendent will notify the unsuccessful applicants in writing, stating the reason for his decision, by December 1st.
5. The Superintendent will select two (2) candidates, only one of whom may be approved by the Board in any given year. The Board's decision will be based on oral presentations of the two (2) recommended candidates at a regular Board of Education meeting.
6. The Board reserves the right to make a judgment of merit which shall be final. The Board will notify the unsuccessful applicant(s) in writing, giving the reason(s) for its decision within thirty (30) days of the presentation.
7. The Board does not assume the obligation of awarding a sabbatical leave because they have heard an oral presentation upon the recommendation of the Superintendent.
8. The compensation for a sabbatical leave for one (1) teacher for one semester (college) or one full school year, if granted by the Board under the above condition will be one-third (1/3) of the individual's current salary.
9. If granted a sabbatical leave, a teacher will be given credit toward a salary increment at the 8th step or greater, if in that step and longevity when earned.
10. Any benefits and privileges extended as a result of years of service will reflect the sabbatical year as a year of service. One half (½) of benefits provided under Article XVII, Insurance Protection, will be given to the teacher granted a sabbatical leave.

11. All other considerations, such as course reimbursement, duration of sabbatical, required period of service after return, etc., will be the prerogative of the Board and, where negotiable, to be resolved at a regular or special meeting of the Board.

ARTICLE XVI
REIMBURSEMENTS

A. Travel Reimbursements

1. Staff members will be reimbursed for travel, room/board, etc., when on official school business and when such expenses have been approved by the Superintendent of Schools, the Board Secretary, the Board President or the Board Vice-President prior to incurring such expense. Requests for approval will be submitted in writing at least four (4) weeks prior to the anticipated incurrence and will include place, dates, reasons and an itemized estimate of costs. An advance may be issued or the staff member may pay the costs himself and receive reimbursement upon return. In either case, a complete accounting of the funds expended must be submitted.
2. All travel reimbursements will be subject to the following conditions:
 - a. Reimbursement for travel by private automobile will be made at the IRS rate from start to destination and shall include as additional expenses, bridge/highway tolls, parking fees and reasonable vicinity mileage in and about the destination.
 - b. Public transportation (bus, train or aircraft) will be reimbursable only at the cost of the lowest class of transportation available, i.e., tourist, coach.
 - c. Reimbursement for lodging will be paid at the cost of such lodging not to exceed \$50.00 per day (including tax). Persons wishing higher-priced accommodations must bear the additional cost themselves.
 - d. Meals and miscellaneous living expenses will be reimbursable at the cost of such meals, etc., not to exceed \$30.00 per day or \$10.00 for each 6-hour period or fraction thereof. Living expenses in excess of \$30.00 per day will be borne by the individual.
 - e. Upon completion of the trip (or trips, if the traveler decides to let reimbursements accumulate for a period of time), the individual will complete a standard form provided by the Superintendent and sign his/her name to same. The Superintendent will approve the form and forward it to the Board Secretary for issuance of the check or accounting of the check previously issued. No voucher will be approved until the expenses incurred reach \$10.00.
 - f. Any expenses incurred by the traveler which are not specifically enumerated above, will not be reimbursable unless they are approved by the Board.
 - g. In the event that any teacher is assigned, on other than a volunteer basis, to an overnight trip to accompany a class, he/she shall be compensated at the rate of \$25.00 per night.

B. Course Reimbursement

Reimbursement for graduate and/or undergraduate courses will be given under the following conditions:

1. Courses for which reimbursement is requested must have prior written approval by the Superintendent of Schools.
2. Courses must be “graduate and/or undergraduate.” level and taken at an accredited four-year college or university.
3. Courses must be relevant to the teacher's employment in Ventnor.
4. Allowable courses will be reimbursed at the Rowan University credit hour rate for up to a maximum of nine (9) credits per year (July 1 - June 30). (including registration fees), **with a maximum of \$1,500.00 per teacher per school year.**
5. To be eligible for reimbursement, all participants must be under an annual contract to teach in the Ventnor City Public Schools.
6. There will be no reimbursement for mileage, meals, books, etc. Participants must bring to the Superintendent's office a transcript with a grade of B or better and receipts for the fees being claimed.
7. All transactions must be made by the individual involved. No substitute presentation or mail transactions will be permitted.
8. Reimbursement shall be made at the end of the semester in which the courses had been taken, upon proof of satisfactory completion.
9. Eligibility will be limited to teachers who are under tenure at the time the reimbursement request is submitted.
10. **The Board agrees to provide a total of \$13,000.00 for tuition reimbursement to be divided as follows:**

Summer Semester	-	\$3,000.00
Fall Semester	-	\$5,000.00
Spring Semester	-	\$5,000.00

Any monies not used during a semester shall be carried forward and be available for use in the next semester.

- a. Teachers will be limited to reimbursement for one (1) course per semester unless semester allotment is not exhausted.
- b. In the event the tuition reimbursement requests exceed the semester allotment, teachers will receive a pro-rated amount. If excess funds remain after the Spring semester reimbursements, teachers who received pro-rated amounts will receive

the difference or a pro-amount.

11. No teacher will be eligible for course reimbursement if that teacher is receiving funds for the same purpose from another source (scholarship, grant, Veterans' Administration).
12. Other courses, not offered at a graduate level, may be taken and will be reimbursed upon the conditions detailed in the above Section B-1.

ARTICLE XVII
INSURANCE PROTECTION

A. Health Benefits

The Board agrees to pay all costs for each employee for complete coverage (single, husband, wife, parent, child, or family) which will be equal to or better than the levels of benefits and coverages provided as of June 30, 2001. The coverage is to be selected by the employee.

2008-2009

1. All enrollments are locked as of 3/30/09.
2. All new employees will go into Direct Access.
3. Incentives offered to Traditional Members to change to Direct Access effective 7/1/09 as follows:

Single	\$1,200
Parent/Child	\$1,500
Husband/Wife	\$2,000
Family	\$2,500

2009-2010

1. No Changes
2. Board reserves the right to offer Traditional Members incentives to change to Direct Access based upon economic conditions.

2010-2011

1. No Changes
2. Board reserves the right to offer Traditional Members incentives to change to Direct Access based upon economic conditions.

2011-2012

1. No Changes
2. Board reserves the right to offer Traditional Members incentives to change to Direct Access based upon economic conditions.

B. Prescription Plan

The Board agrees to provide a Prescription Drug Plan for each employee and his/her dependents. The Plan will be a \$5.00 generic/\$10.00 non-generic plan. Effective July 1, 2002, said co-pays shall be increased to a \$10.00 generic/\$20.00 non-generic plan. Effective July 1, 2009 the plan co-pays shall be 10/20 retail and 10/20 mail order (3 months supply).

C. Dental Plan

The Board agrees to pay for all costs for full family dental coverage for all employees. The coverage is to be selected by the employee (single, husband/wife, parent/child, or family). The New Jersey Dental Plan 3A with orthodontia is in effect.

D. Optical Plan

The Board agrees to provide \$600.00 for each employee's use for the purchase of glasses, contact lenses and refraction for said employee or a member of his/her family. This \$600.00 is for the life of this contract, but may be used in the first year.

Upon purchase of glasses, contact lenses and refraction, the employee will request reimbursement on the Optical Plan form obtainable in his/her principal's office, attaching a receipt for said purchase or refraction, forwarding these materials to the Board office. Reimbursement will be made by check following the next regular meeting of the Board.

1. An employee otherwise entitled to health insurance coverage shall have the option to voluntarily not participate in any or all such plans, including Prescription and Dental and withdraw from any such coverage. IT is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Board shall compensate such employee fifty percent (50 %) of the yearly premium cost for the plan(s) under which the employee would have been covered. Such cash payment shall be in form of a stipend and shall be paid in two (2) equal installments, the first on December 1st and the second on June 30th of the school year in which the non-participation occurs.
2. In order for an employee to be eligible to elect this cash option, for the health insurance plan as per Section A above, an employee must provide documentation to the Board that he/she is covered under an alternative health insurance plan.
3. All withdrawals shall be for a full year (July 1 through June 30). Written notification of an employee's intent to elect this withdrawal option must be filed with the Board during the normal re-opener period. Employees may either re-elect the option of withdrawal during each re-opener period or elect to re-enroll in the insurance plan(s) offered by the District. Prior to each re-opener period, the Board's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdraw from the District's insurance plan and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.
4. Notwithstanding the above, an employee who has a change in status (e.g., termination of employment, death, separation, divorce, etc.) which causes the employee to lose his alternate health insurance coverage shall be entitled to re-enroll in the health plan during the year provided the employee provides the Board with notice of the change of status with sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the employee subject to a change in status. If the District's health plan does not accept the employee, the District will find a comparable plan and pay the premium up to the current amount paid for employees in the District's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the District's plan at the first permissible date.

Return to the insurance plans(s) for reasons other than a change in status is subject to the terms of the carrier.

ARTICLE XVIII

DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers dues for the Ventnor City Education Association, the Atlantic County Council of Education Associations and the New Jersey Education Association or the National Education Association. Such deductions shall be made in compliance with Chapter 275, Public Laws of 1971 (N.J.S.A. 52:14-15, 9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made. Upon transmittal of said funds to the treasurer, the Board is relieved from any responsibility for the proper application of said funds, and it is specifically agreed that the treasurer of the Association is the agent of the individual teacher and not of the Board. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorization shall be in writing.
2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board sixty (60) days written notice prior to the effective date of such change.
3. Additional authorizations for dues' deductions may be received after August 1, under rules established by the State Department of Education.
4. The filing of notice of a teacher's withdrawal will be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

B. Pay Schedule

Teachers will be paid on the 15th and 31st of each month. If either day falls on a Saturday, Sunday or holiday, the payment will be made the Friday before the 15th or 31st. If the work month ends prior to the 31st, employees will be paid on the last work day of said month.

C. Summer Reserve Plan

The Board agrees to establish a Savings Plan through payroll deduction with an accredited institution as selected by the Association. The mechanics of the plan will be mutually agreed upon by the parties.

D. Direct Deposit of Checks

The Board agrees to establish a procedure for direct deposit of payroll checks. The mechanics of the plan will be mutually agreed upon by both parties.

ARTICLE XIX

REPRESENTATION FEE - AGENCY SHOP

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. The Association will maintain a Demand and Return System to provide members with the right to challenge the agency fee.

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 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 non-members will be equal to eighty-five percent (85%) of that amount.

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 has been set at eighty-five percent (85%) of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased/decreased to the maximum allowed and said increase/decrease to become effective as of the beginning of the Association membership year immediately following the effective date of the charge.

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 then deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the new representation fee and promptly will transmit the amount 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. Ten (10) days after receipt of the aforesaid list by the Board; or
- b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served 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 ten (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/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 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 provide 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 ten (10) days after the Board received said notices.

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 thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XX
COMPLAINT PROCEDURE

A. Procedural Requirement (Parent, Student or Other Person)

Any complaints/concerns regarding a teacher made to any member of the Administration and/or Board Member by any parent, student or other person which does or may influence evaluation of a teacher and/or result in disciplinary action shall be processed according to the procedure outlined below.

B. Meeting with Principal or Immediate Supervisor

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

C. Right to Representation

The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint/concern and shall not be required to answer any questions or make any statements until the teacher has had the opportunity to consult with his representative, if he/she so desires.

D. Procedure

Step 1.

In the event a complaint/concern is not resolved to the satisfaction of all parties, the teacher may request a conference with the complainant to attempt to resolve the complaint/concern. If the complaint/concern is unresolved as a result of such conference, or if no mutually acceptable conference can be agreed upon, the complaint/concern shall move to Step 2.

Step 2.

Any complaint/concern unresolved at Step 1 may be submitted in writing by the complainant or the teacher to the building principal who shall forthwith forward a copy to the Superintendent and the complainant or teacher. Failure of the complainant or the teacher to submit the complaint/concern in writing shall be considered as a withdrawal of the complaint/concern and the issue will be deemed to be resolved.

Step 3.

Upon receipt of the written complaint/concern, the Superintendent shall confer with all parties in an attempt to resolve the issue. The teacher shall have the right to be present at meetings of the superintendent and person filing the complaint/concern. If unable to resolve the complaint/concern, the Superintendent shall make his/her recommendation for resolution in writing to all parties.

Step 4.

If the Superintendent's recommendation for resolution is not acceptable to either party, the matter will be referred by the Superintendent to the Board of Education or a committee thereof who will meet with all parties and issue a final decision as to whether the complaint/concern has merit and how the matter should be resolved. If the Board's decision results in any type of disciplinary action against the teacher, the teacher may grieve such disciplinary action pursuant to the provisions of this Agreement.

E. Procedural Requirement (Teacher)

Any complaints/concerns regarding an administrator and/or an administrative action/decision, Board member and/or a Board action, made by a teacher shall follow the usual chain of command (principal/supervisor, Superintendent, Board of Education). It is understood that the complaint/concern shall be brought to the attention of the appropriate level of administration who has authority to resolve the issue. In no event shall any such complaint/concern be brought directly to the Board or individual Board member without the Superintendent having prior knowledge of the complaint/concern and having adequate time to offer a resolution to the complaint/concern. Nothing contained herein is to be construed as any limitation on an Association leader's freedom of speech relating to Association business or his/her representation of members covered by this Agreement or any teacher acting in the role of a taxpayer or parent.

ARTICLE XXI

ASSOCIATION-ADMINISTRATION LIAISON

A. Building Level Faculty Council

1. Organization

The Association shall select a Faculty Council for each school which shall meet with the principal as may be necessary upon request of the Council. Said Council shall consist of not more than four (4) teachers. Additional teachers may be requested to attend a meeting if their knowledge of an issue to be dealt with is needed.

2. Areas for Council Consideration

Areas for consideration and discussion by the Council and administrators shall include but not be limited to school building issues/decisions regarding:

- a. Administration of this Agreement (not to replace the grievance procedure);
- b. Facilitation of programs and suggestions and/or recommendations by faculty members;
- c. Revision and development of building policies and practices.

B. Meetings with the Superintendent

A Building Council may request meetings with the Superintendent as may be necessary to review and discuss issues that could not be resolved at the building level and/or issues that are district wide. District wide practices and the administration of this Agreement may also be discussed. Such meetings shall be held within ten (10) school days of the request to the Superintendent and are not intended to by-pass the grievance procedure

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, 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.

B. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual teacher, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement.

C. Printing Agreement

Copies of this Agreement shall be printed in booklet form within thirty (30) days after the Agreement is signed, and presented to all teachers now employed, to be hereafter employed, or considered for employment by the Board. Expenses for the printing shall be borne equally between the Board and the Association.

D. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telephone except wherein before and hereinafter stated that such notice will be in writing to the following:

1. If by the Association, to the Board Office, with a copy to the Superintendent.
2. If by the Board, to the Association President.

E. Nondiscrimination

The Board agrees that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, color, creed, religion, national origin, sex, domicile, marital status, age or sexual orientation.

ARTICLE XXIII

DURATION OF AGREEMENT

A. Duration Period

This agreement shall be effective as of **July 1, 2008**, and shall continue in effect through **June 30, 2012**, subject to the Association's right to negotiate over a successor Agreement as provided in Article II.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

The term for each teacher represented by this master contract shall be as specified in the individual contract signed by that teacher.

IN WITNESS WHEREOF:

VENTNOR CITY EDUCATION ASSOCIATION

By: **Sonya Bertini, President**

By: **Gary Brinberg, Negotiations Chairperson**

VENTNOR CITY BOARD OF EDUCATION

By: **Dave Laveson, Chairperson**

By: **Larry Pacentrilli**

By: **Tom Gabriel**

ACKNOWLEDGMENTS

Ventnor City Education Association Officers – 2008-2012

Mrs. Sonya Bertini, President

Negotiations Committee

Gary Brinberg, Chairperson

Mr. Luke Duff

Mrs. Scottie Van Duyne

Mrs. Charlene Twiggs

Ms. Mary Kate Henrich

Mr. Kevin Burns

Mr. Chuck Gaydos

Mr. Myron Plotkin, NJEA UniServ

Ventnor City Board of Education

Mr. Dave Laveson, President

Mr. Larry Pacentrilli, Vice President

Mrs. Joan Glick

Mrs. Marianne Callahan

Mrs. Lisa Martinelli

Mr. Thomas Gabriel

Mr. Doug Biagi

Negotiations Committee

Mr. Dave Laveson, Chairman

Mr. Larry Pacentrilli

Mr. Thomas Gabriel