

AGREEMENT
BETWEEN

THE BOARD OF EDUCATION
OF THE BOROUGH OF WESTVILLE, NEW JERSEY

AND

THE WESTVILLE EDUCATION ASSOCIATION

FOR THE PERIOD OF
JULY 1, 2020, THROUGH JUNE 30, 2025

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**ARTICLE 1
RECOGNITION**

- A. The Westville Board of Education ("Board") hereby recognizes the Westville Education Association ("Association") as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all certificated personnel employed by the Board.

But excluding:

Administrators
Supervisors
Support Staff

- B. Unless otherwise indicated, the term "Teachers" when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

**ARTICLE 2
NEGOTIATIONS PROCEDURES**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123 Public Laws 1974, in good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be ratified by the Board.
- B. 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 presented to the public.
- C. Neither party in any negotiations shall have any control over the selection of the negotiation representative of the other party.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE 3
GRIEVANCE PROCEDURE**

A. DEFINITION

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting the terms and conditions of a teacher's employment.

B. PURPOSE

The purpose of the procedure is to secure, at the lowest possible level, mutually agreeable solutions to the problems which may, from time to time, arise, affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, 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. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved person(s), the time limits set forth herein shall be accelerated, if needed, so that the grievance may be completed by the end of the school year.
3. LEVEL ONE
A teacher with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the aggrieved person(s) designated representative, with the objective of resolving the matter informally.
4. LEVEL TWO
If the aggrieved teacher is not satisfied with the disposition of his/her grievance at level one, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, the Association, on behalf of the aggrieved teacher, may file the

grievance in writing with the Superintendent within ten (10) calendar days of notice of the disposition of the grievance at Level One.

5. LEVEL THREE

If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) calendar days after the grievance was delivered to the Superintendent, the Association, on behalf of the aggrieved teacher may, within five (5) calendar days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance to the Board. The Board, or a committee of the Board, shall call a meeting within 15 (fifteen) school days. After said meeting, the full Board shall render a decision in writing within ten (10) school days.

If the teacher(s) fail to follow this procedure, the grievance shall be considered withdrawn.

6. LEVEL FOUR

If the decision of the Board does not resolve the grievance to the satisfaction of the Association, the Association may request arbitration of the grievance by notifying the Board through the Superintendent within ten (10) school days of receipt of the Board's decision.

a. The procedures set forth by the Public Employment Relations Commission shall govern the selection and services of an Arbitrator.

b. The Arbitrator shall limit him/herself to the issues submitted and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board. The recommendations of the Arbitrator shall be advisory. Only the Board and the Association shall be given copies of the Arbitrator's report of findings and recommendations. This shall be accomplished within sixty (60) days of the completion of the arbitration hearing, subject to any extension requested by the arbitrator.

c. The costs of the arbitrator shall be borne equally by the Board and the Association.

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. Any aggrieved teacher may be represented at all steps of the grievance procedure by him/herself, or at his/her option, by a representative selected or approved by the Association.
2. No reprisals of any kind shall be taken by the Board, or any member of the administration against any party in interest, any representative, or the Association, or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. 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 Superintendent directly, and processing of such grievance shall commence at Level Two, with the consent of the aggrieved.
2. Decisions rendered at Level One, which are unsatisfactory to the aggrieved teacher, and all decisions rendered at Level Two and Level Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.
3. All documents, communications, and records dealing with the processing of a grievance, shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All written grievances shall include:
 - a. date of occurrence;
 - b. date of filing;
 - c. date of prior decision (if applicable);
 - d. date of appeal;
 - e. description of the incident or alleged violation giving rise to the grievance; and
 - f. relief sought.

6. All meetings and hearings under this procedure shall not be conducted in public and shall include only the aggrieved teacher and a representative of the Association.
7. Any grievance must be filed within forty (40) calendar days of alleged act, or at the time the aggrieved is notified of the decision, either verbally or in writing, causing the grievance.

ARTICLE 4 TEACHER RIGHTS

- A. The Board agrees that it will neither directly nor indirectly deprive any teacher of the enjoyment of any rights conferred by the laws or the Constitutions of New Jersey and the United States, and that it will not discriminate against any teacher because of his/her membership in the Association and its affiliates or collective negotiations with the Board or his/her institution of any grievance under this Agreement.
- B. Any disciplinary action asserted by the Board, or any agent representative thereof, shall be subject to the grievance procedure.
- C. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the Board, subject to review by the Superintendent.
- D. Whenever any teacher is required to appear before any supervisor in an investigative interview in which there is a reasonable belief that disciplinary action may occur, the teacher may request to have a representative(s) of the Association represent him/her during such interview, and such requests shall be honored.

ARTICLE 5 ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association shall have the right to use school buildings at all reasonable hours, provided it does not interrupt the normal operation of the school. The Superintendent shall be notified in advance of the time and place of all such meetings and shall retain the right to regulate the time and place.
- B. The rights and privileges of the Association and its representatives, as set forth in this Article, shall be granted only to the Association as the exclusive representative of the teachers.

**ARTICLE 6
TEACHER WORK YEAR**

- A. The in-school work year shall include 180 student days and five (5) in-service days as stipulated in the school calendar. All teachers will be at exit doors at dismissal throughout the year. Teachers new to the District are required to work two (2) additional days in the year they commence employment for the purposes of orientation and in-service purposes.
- B. Leaves of absence during the days when school is in session for vacation purposes may be granted with or without pay with the Superintendent's approval. The denial of such leave shall not be grievable.

**ARTICLE 7
TEACHING HOURS AND TEACHING LOAD**

- A. As professionals, teachers are expected to devote to their assignments, the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty in a prescribed manner as determined by the administration.
- B. Teacher may leave the building without requesting permission during their scheduled lunch periods, but must indicate their intended absence to the building principal.
- C. Teacher meetings will be a maximum of eighteen (18) per school year, for a maximum of fifty-five (55) minutes each beyond pupil dismissal time. Two additional meetings may be called at the discretion of the Superintendent. The Superintendent may call additional meetings as necessary during the contract day.
- D. The regular workday for teachers shall be seven (7) hours, 15 minutes, except that teachers will be permitted to leave ten (10) minutes after student dismissal time on Fridays. The Association will agree to change start and end times for the purpose of transportation needs.
- E. All teachers will be provided a minimum of two hundred (200) minutes of preparation time per week, with a minimum of 35 minutes of continual time daily, which will be covered by certified personnel. In the event that a scheduling conflict makes it impossible to accommodate 35 minutes of continual time, 25 minutes of continual time will be allocated and the remaining prep time will be added to another preparation period. The Superintendent may assign additional prep time minutes for common planning time. No teacher shall be removed from his/her scheduled

preparation time for more than five (5) times in one school year.
Preparation time for part-time teachers will be prorated.

- F. Teachers will return for five (5) evening events per year, not to exceed two (2) hours each. (i. e. concert, back to school night, conference). Teachers may leave 10 minutes after student dismissal on the day on which evening conferences are held.
- G. Teachers assigned to write Individual Education Plans (IEPs) shall be provided with one hour release time for each IEP written in house with a schedule to be mutually agreed upon by the teacher and administration with substitute coverage provided.
- H. Teachers will be assigned to supervise students before school and/or on the playground on an equal basis for no more than thirty days (30) per teacher, per school year. Playground duty will not exceed 10 school days per year. Playground duty cannot exceed 2 consecutive days per week.
- I. Teachers who have a teaching assignment or classroom location change are eligible to receive up to 4 hours at the hourly rate as listed in Exhibit B (club rate) outside the normal work day/year.

ARTICLE 8 TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his/her proper step of the salary guide as of the beginning of the current school year.
- B. Credit for previous outside teaching experience may be given upon initial employment at the discretion of the Superintendent.

ARTICLE 9 PROFESSIONAL DEVELOPMENT

- A. The Board urges all teachers to keep up with the latest professional methods in teaching by continuous professional study. The Board agrees to pay 100% of these tuition costs, based on tuition charges at Rowan University, for such courses as approved by the Superintendent in accordance with N.J.S.A. 18A:6-8.5. The Board's obligation to this benefit shall not exceed \$12,000.

If the reimbursement requests exceed the Board's obligation under the contract, reimbursement will be divided among individuals equally not to exceed the price of tuition.

- B. Reimbursement will be paid upon receiving a "Pass" in as pass/fail course or a grade of "B" or better (upon receipt of grades). Grades for the summer, fall, and/or spring terms are to be submitted by June 30th; disbursement will be made in July.
- C. A teacher who receives reimbursement under A. above 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.
 - 1. The application form for reimbursement shall contain an acknowledgement by the applying teacher that the provisions of the prior paragraph is in effect, the departing teacher shall reimburse the District pursuant to them, and that the departing teacher authorizes the above monies to be withheld from the last paycheck of the departing teacher.
 - 2. All returned monies shall be placed back in the tuition reimbursement pool in the year that they are recovered. That amount is added to the maximum Board obligation set forth in A. above for the year in which the monies are recovered.
- D. The Board will pay registration and travel costs for any courses (non-tuition reimbursed), workshops, seminars, conferences, in-service training sessions, clinics, etc. which teachers are requested by the Administration to attend outside of contract hours.

If requested by the Administration, teachers will be paid for time in the session (actual hours in session, not travel time, etc.), at the professional development rate in Exhibit B.

ARTICLE 10 TEACHER ASSIGNMENT

- A. All tenured teachers will receive notification of rehire. Non-tenured teachers will receive notice of their employment status by May 15th and in accordance with N.J.S.A 18A:27-3.2.
- B. Teachers shall be given written notices of their assignments not later than June 1st. The administration may alter, modify, or change such assignments after June 1st in the event of changes in enrollment, teaching personnel, or other for other reasons not known as of June 1st, and shall notify the teacher affected by such changes as soon as practicable and, except in unusual or exigent circumstances (i.e. a pandemic, a sudden loss or gain in enrollment, etc.) no later than July 30th

**ARTICLE 11
TEACHER EVALUATION**

A. Teachers shall be evaluated consistent with applicable state statute and regulation. (Current references are P.L. 2012, c. 26 and N.J.A.C. 6A:10)

B. OBSERVATIONS

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, telephone or other video recording, computers, and any other electronic surveillance devices must be mutually agreed upon.

C. OBSERVERS/EVALUATORS

1. The Association will be provided a copy of the list of observers/evaluators who have been certified by the chief school administrator as being competent in applying the educator practice instruments and any other evaluation rubrics and the criteria used to assess competence. The list shall be provided annually prior to any administrator conducting an observation or evaluation.
2. No teacher member of the School Improvement Panel (ScIP), no other teaching staff member unless hired as a certificated supervisor or administrator in the district, or any non-certificated staff member shall be permitted to evaluate, feed into the evaluation of, or participate in the evaluation in any way of any other certificated or non-certificated staff member. Use of any such information will render the evaluation null and void.

D. USE OF VIDEO AND/OR AUDIO RECORDING DEVICES IN EVALUATION

During a classroom or workplace observation/evaluation, whether formal or informal, no tape recorders, videotape equipment, computers, telephones, or any other device with video or audio recording capability shall be used to record the teacher, unless mutually agreed upon by the observer and teacher.

E. INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN (PDP)

1. The individual Professional Development Plan shall require no more than the minimum required 20 hours of professional development a year.

2. The PDP shall include no more than three goals, such as a professional practice goal, school goal, and/or district goal, unless mutually agreed upon all involved parties.
3. Any professional development required of any teacher – whether through a PDP or Corrective Action Plan (CAP) – shall be provided during the regularly scheduled work year and work day
4. Any professional development activity or experience required by the district or district administration shall be fully funded by the Board, including payment of associated fees or expenses.

F. CORRECTIVE ACTION PLAN (CAP)

1. Any professional development required of any teacher through a Corrective Action Plan (CAP) shall be job-embedded and provided during the regularly scheduled work year and work day. Any experiences which can help address the identified deficiency or deficiencies that are outside of the school day or year must be mutually agreed upon by the teacher and the certified supervisor. In all instances, the Board shall be responsible for payment of all fees, expenses, required resources, and additional compensation based on the individual's hourly rate if outside the work day.
2. The individual Corrective Action Plan shall require no more than the minimum required 20 hours of professional development a year.
3. No ScIP teacher member will be involved in creating or meeting another staff member's Corrective Action Plan.

G. NOTIFICATION OF STUDENT ROSTER FOR STUDENT GROWTH PERCENTILE (SGP) PURPOSES

1. The parties agree to set up a subcommittee to discuss the process of notification of the student roster for SGP purposes. The subcommittee may make recommendations for terms and conditions to the Association and the Board, and, if such changes are tentatively agreed to by each party, they shall be included in a sidebar and subject to the ratification process of each party.
2. The district must provide the final list of students assigned to each teacher for the teacher's review prior to the list being submitted to the N. J. Department of Education.

H. SCHOOL IMPROVEMENT PANEL (ScIP)

1. No teacher who serves on the ScIP shall evaluate, participate in, or feed into the evaluation or any component of the evaluation of any other teacher, including formulating the Corrective Action Plan.
2. Teachers serving on the ScIP shall receive release time to fulfill their ScIP duties.

I. DISTRICT EVALUATION ADVISORY COMMITTEE (DEAC)

Teachers serving on the District Evaluation Advisory Committee (DEAC) shall receive release time to fulfill their DEAC duties.

**ARTICLE 12
VOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. No later than May 15th of each school year, the Superintendent shall deliver to the Association, and post in the school office, a list of known vacancies which will occur during the following school year.
- B. Teachers who desire a change in grade level, or other assignment which is open, may apply in writing to the Superintendent, stating their interest and qualifications. Teachers who make such application and are not appointed may request a written statement from the Superintendent giving his/her reasons for the decision. The decision by the Superintendent to deny a request for a transfer shall not be subject to the grievance procedure.

**ARTICLE 13
SALARIES**

- A. The salary guide (Exhibit A) shall apply to teachers covered in the Agreement.
- B. Teachers employed on a twelve-month basis shall be paid in 24 semi-monthly installments. Teachers employed on a 10-month basis shall be paid in 20 semi-monthly installments.

Pay dates shall be the 15th and 30th of each month with the following exceptions:

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.

Payment for extra activities shall be specified on the paystub and not listed as "extra".

- C. Teachers shall receive their final paycheck on June 30th, provided their room, and/or other areas of their responsibility, are orderly, as per inspection by administration.
- D. Placement on the salary guide beyond the Bachelor's degree must be updated, by proof of graduate credits, except where position on the guide has been granted by the Board.
- E. Upon completion of their 25th year of pension credit and service in the Westville School District, teachers will receive an additional \$500 longevity above the guide. Teachers completing their 26th year of pension and Westville credit and will receive an additional \$500 longevity above the guide. Teachers completing their 27th year of pension and Westville credit will receive an additional \$750 longevity above the guide.

The first year in which a teacher is eligible for longevity shall be pro-rated based upon the month in which the teacher has completed 25 years of pension and Westville credit. All other longevity milestones (26th year and beyond) shall be as of September 1st of a school year. If a teacher has not attained the number of years of pension and Westville credit as of September 1st, he/she will receive the increased longevity amount in his/her contract the following school year.

ARTICLE 14 PROFESSIONAL STUDY COMMITTEE

- A. The Association and the Board shall select a committee which shall meet with the Superintendent whenever necessary during the school year to review and discuss local school problems and practices.
- B. Areas of consideration shall include, but not be limited to, such matters as curriculum, textbooks, distribution of materials and supplies, student discipline, and parent visitation. Said committee shall consist of three (3) Association members and Administration.

ARTICLE 15 INSURANCE PROTECTION

- A. Medical:

Subject to Ch. 44, effective July 1, 2020, the health care plan for teachers is the AmeriHealth PPO 15/15/70%. For those teachers who elect the equivalent New Jersey Educators Health Plan or the equivalent Garden

State Health Plan, medical coverage and premium contribution will be in accordance with Chapter 44.

For those teachers who do not elect the equivalent New Jersey Educators Health Plan or the equivalent Garden State Health Plan, premium contribution will be in accordance with Chapter 78.

Teachers will be offered a choice of two alternate Health Maintenance Plans (HMO) payable at the same percentage as previously listed. The two HMO plans to be decided upon by the Board after consultation with the Association representative.

B. Dental:

The Board and teachers will pay their respective share of dental insurance coverage in accordance with law.

C. Prescription:

For those teachers who elect the equivalent New Jersey Educators Health Plan or the equivalent Garden State Health Plan, prescription coverage and premium contribution will be in accordance with Chapter 44.

For those teachers who do not elect the equivalent New Jersey Educators Health Plan or the equivalent Garden State Health Plan, prescription coverage levels and premium contributions will be in accordance with Chapter 78.

D. Waiver

1. For those teachers eligible to waive medical and prescription benefits ("Health Benefits"), a cash in lieu of benefits option will be offered as follows:

Single	\$1,600.00
Member and Spouse	\$3,100.00
Family	\$3,500.00
Parent and Child	\$2,100.00

2. A teacher who waives Health Benefits coverage shall be permitted to immediately resume Health Benefits coverage during the waiver period if the teacher ceases to be eligible for other health care coverage for any reason, including but not limited to, the retirement or death of the spouse or divorce. A teacher who wishes to resume Health Benefits coverage shall notify the Board in writing that the waiver is revoked. Teachers who

re-enroll for Health Benefits coverage during the year for any reason shall receive a prorated reimbursement amount.

3. Teachers who are not eligible for other health care coverage shall not be permitted to waive Health Benefits coverage. The Board shall require proof of such coverage. It is the responsibility of the teacher to notify the Board in writing if such coverage ceases at any point during the waiver period.
4. Teachers who waive Health Benefits coverage after July 1st will be responsible for any Health Benefit coverage costs prior to the submission of the waiver
5. A teacher who waives Health Benefits coverage which he/she is eligible may re-enroll for the next year during the open enrollment period.
6. Payments of the monies as listed in number 1 above shall be made by separate payroll check before July 31st for the period of July 1st through June 30th.
7. Payments under this section may be subject to income taxes under Federal and/or State law and is subject to Section 125 of the IRS regulations.

ARTICLE 16 SHORT TERM LEAVES OF ABSENCE

A. Sick Leave

1. The Board shall grant sick leave, in accordance with law, to teachers absent from work because of personal disability or quarantine. Each teacher eligible for sick leave will be entitled annually to one sick leave day per month of employment, with a minimum of ten, as per statute.
2. The Board reserves the right to require of any teacher claiming sick leave pay, sufficient proof, including a physician's certification, of the teacher's illness or disability.

B. Personal Leave

1. The Board will grant up to three (3) personal days per year without reason. Additional days, by stating a reason to the Superintendent may be granted, but without pay.

2. Except in emergency cases, a minimum of forty-eight (48) hours' notice is required for personal business leave.
3. No personal days will be approved for days immediately preceding or following a scheduled school holiday or vacation. School holiday or vacation shall be defined as when both students and teachers are not required to be in school as indicated on the approved school calendar. In extenuating circumstances, the personal day may be granted if recommended by the Superintendent.
4. At the conclusion of each school year, all unused personal leave days shall be added to the teacher's accumulated sick leave.

C. Family Illness

1. The Board will provide teachers with two days per school year to provide care for an illness occurring in their family. "Family" includes father, mother, brother, sister, son, daughter, mother-in-law, father-in-law, husband, wife, or any other person residing in the teacher's home for whom he/she is responsible.
2. The family illness days are non-cumulative and expire at the termination of the yearly contract.
3. A teacher may request approval of additional days for family illness purposes. The Superintendent may grant up to two (2) additional days without pay.

D. Bereavement Leave

1. The Board will provide teachers with time off from work when death occurs in their immediate and extended families.
2. Teachers should communicate the need for bereavement leave as soon as it is practicable. Teachers will only be granted paid bereavement leave for those days that fall on his/her regularly scheduled work days.
3. In the event of the death of a teacher's spouse, parent, child, and/or any other person residing in the teacher's home for whom he or she is responsible, the teacher is allowed five consecutive days of leave immediately following the death.
4. Bereavement leave of three consecutive days immediately following the death will be allowed in the case of a death of a grandparent, grandchild, sister, brother, mother-in-law, father-in-law, daughter-in-law or son-in-law.

5. In the event of the death of a nephew, niece, uncle, aunt, first cousin or sibling-in-law the teacher is allowed one day of leave immediately following the death.
6. A teacher may request approval of additional days for bereavement purposes. The Superintendent may grant up to two additional days without pay.

E. Miscellaneous

All teachers are encouraged to schedule health and business appointments outside school hours or on days when school is not in session.

**ARTICLE 17
UNUSED PERSONAL AND SICK LEAVE**

- A. In the event a teacher has met the following requirements:
1. a minimum of fifteen (15) years of service to the Westville School District,
 2. has accumulated sick and/or personal leave and qualifies for a service, age, or disability retirement under the New Jersey State Pension Plan, and
 3. notifies the Board on or before December 15th of the school budget year in which s/he retires,

the Board shall make payment, at the beginning of the next school budget year, to that teacher in the following amount:

Sick Leave: Seventy-five (\$75) per day for all unused sick days up to 120 days.

Personal days: As per the attached list, banked personal days will be frozen effective June 30, 2006. At the time of retirement, as per the eligibility requirements listed in Article 17, A. 1., 2., and 3., these teachers shall receive payment at the beginning of the next school budget year at \$70.00 per day.

- B. If a teacher notifies the Board after December 15th, it will result in the payment of the bonus the following year. Emergency or unusual circumstances concerning this provision of notification will be addressed on an individual basis.

- C. In the event of the death of a teacher who has met all requirements under this section for sick day payment, payment shall be paid to his/her estate.

ARTICLE 18 EXTENDED LEAVES OF ABSENCE

A. Anticipated Disability

1. The Board shall provide for leaves of absence, in accordance with law and the policies of this Board, for any teacher whose absence from duties will be required for a foreseeable event of disability such as childbirth or surgery.
2. A teacher who anticipates disability shall so notify the Superintendent as soon as the teacher is under medical supervision for the condition and a date is projected for the anticipated disability. Because of the potentially disabling nature of pregnancy and the certainty of temporary disability at birth, the Board will presume that a pregnant teacher is disabled for work thirty days before the anticipated date of childbirth and continues to be disabled for thirty days after birth, except that any such teacher who presents medical certification of her fitness may continue to work until she is actually disabled and may return to work as soon as she is able.
3. The Board reserves the right to require a teacher who requests an extended leave of absence that includes anticipated disability to commence and/or terminate the leave at times that ensure continuity in the educational program in accordance with Policy No. 3431. No teacher who is required to take leave at a time other than that requested will be denied the use of sick leave for the anticipated disability that occurs or is presumed to occur during the leave.
4. A teacher who anticipates a disability may request a leave of absence to commence before disability and to extend beyond the period of disability. Any such request shall be subject to Board discretion and the Board's policy on leave of absence. A teacher on voluntary leave of absence is not eligible for sick leave pay for disability occurring during the period of that absence.

B. Child-Rearing Leave

The Board shall grant an extended child rearing leave, without pay, subject to the following stipulations:

1. A teacher will submit a written request for child rearing leave ninety days in advance to the Superintendent for approval by the Board. Anticipated date to begin leave and anticipated date of return from leave shall be specified.
2. When child rearing leave commences later than January 1 in a given school year, the teacher may request a leave for the remainder of that year and one additional school year without pay.
3. Any teacher granted child rearing leave without pay, may elect to use up to twenty days of accumulated sick leave during the period of such absence when the leave begins within the school year. Sick leave cannot carry over into a new school year. Additional time without pay may be granted based on employee's request.
4. It will be the responsibility of the teacher to notify the Board in writing by March 31 of his/her intention to return the next school year or resign their position.
5. Upon return from leave, a tenured teacher shall be placed at the appropriate step on the salary schedule had leave not been taken.
6. Any teacher, under tenure, adopting an infant child, may receive similar leave which shall commence upon his/her receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption.

C. Uncompensated Extended Leave

1. The Board recognizes, under certain circumstances, that the interests of the school district and of an individual teacher may be served by the teacher's extended absence from the school district for a purpose other than disability.
2. Except as may be otherwise provided by negotiated agreement, the Board reserves the right to establish the conditions under which uncompensated leaves of absence may be taken. An extended leave of absence may be granted for the purpose of study, child care, recuperation, a special work assignment, or such other purpose as will tend to serve the best interests of the school district. No leave will be granted for a period of time longer than one school year, but may be extended following annual consideration by the Board.
3. The Board reserves the right to require that the commencement and termination of an extended leave be such as to cause the least

interruption to the instructional program of the school. Wherever possible, partial year leaves of absence will begin and end at a division in the academic calendar and will cause not more than one interruption in teaching continuity during the school year in which the leave is taken.

4. A person absent from district service on an extended leave of absence does not enjoy a direct employment relationship with the Board, and the period of the leave will not accrue toward tenure and seniority, except as expressly permitted by law. No such person will receive compensation or benefits during the period of the leave.
5. Whenever possible, an uncompensated leave of absence will be granted for a time certain. When a teacher cannot foretell the date on which the leave will terminate, the teacher shall inform the Board not less than eight weeks in advance of the anticipated date of return to district employment.
6. A change in the purpose of a leave which has been granted must be reported to the Superintendent. The Board reserves the right to terminate any uncompensated leave of absence for which the purpose has been altered by the teacher without permission.
7. At the expiration of the uncompensated leave of absence, the teacher may return to district employment in a position for which he/she is appropriately certified.

ARTICLE 19 MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be found to be contrary to law, that portion shall be considered void, but all other provisions and portions of the provision not voided shall continue to be in full force and effect.

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement, as established by the rules, regulations and/or policies of the Board be in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, or reduce or otherwise detract from any teacher benefit existing prior to its effective date.

B. Payroll Deductions:

1. The Board shall provide, for all teachers who wish to participate, payroll deduction for a tax-sheltered annuity program. The program will be placed with a company mutually agreed upon by the Board and the Association. There will be only one annual enrollment period. At the beginning of a new requested program, there will be a minimum of ten percent (10%) participation by teachers. The Board agrees to make deductions from a teacher's salary for deposits in the A.B.C.O. Public Employees Federal Credit Union, in an interest-bearing account in the name of each teacher.

2. Conditions:

- a. It will be the responsibility of the teacher to inform the Board Secretary, prior to the beginning of each school year, of his/her intention to have such deductions withheld from his/her salary, and to complete the form(s) necessary for such deductions to be instituted.
- b. The teacher shall become a member of the Credit Union at his/her own expense.
- c. Deductions will be made on a semi-monthly basis and forwarded to the Credit Union with each pay period.
- d. An employee choosing to cancel deductions must do so one month in advance.

C. A Health and Safety Committee shall be established consisting of administration and three (3) members of the Association. The Committee shall meet at least four (4) times per school year at mutually convenient times outside of normal school hours. Minutes of the Committee meeting shall be maintained.

The Committee shall address: 1) workplace health and safety concerns; 2) student code of conduct issues that impact the health and safety of teachers; 3) protection of teachers, students, parents/guardians and property; and 4) facility policies and practices that impact health and safety. The Committee shall make recommendations to the Superintendent for consideration.

**ARTICLE 20
PROTECTION OF TEACHERS**

A. Whenever any civil or administrative action is brought against a teacher for an act or omission arising out of and in the course of the performance of the

teacher's duties, the Board shall indemnify and hold harmless the teacher from any financial loss pursuant to N.J.S.A. 18A:16-6. This does not apply to any civil or administrative action or any disciplinary action filed against the teacher by Board, or if the teacher is appealing an action taken by the Board.


B. In accordance with N.J.S.A. 18A:16-6.1, whenever any criminal or quasi-criminal action is brought against a teacher, including but limited to any allegation of assault upon a student, the Board shall reimburse the teacher for reasonable attorney fees and costs, provided that the proceedings are dismissed or result in a final disposition in favor of the teacher. This does not apply to any criminal or quasi-criminal action filed against a teacher by or on behalf of the Board.


C. The Board will reimburse teachers for any damage or destruction of personal property owned by the teacher as a result of an assault by a student on school premises, on school property or on a school sponsored activity, up to a maximum of \$350.00. A claim must first be filed with the teacher's private insurance to be eligible for reimbursement.

ARTICLE 21 DURATION OF AGREEMENT

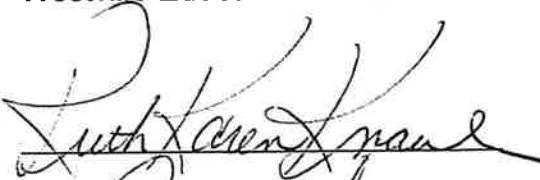
- A. This Agreement will be effective July 1, 2020, and shall continue in effect through June 30, 2025. This agreement shall not be extended by written or oral agreement, and it is expressly understood that it will expire on the date indicated.
- B. In Witness Thereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers.


Westville Board of Education





Westville Education Association





**SALARY GUIDES
EXHIBIT A-1**

YEAR 1
2020-21 *Westville Teachers*

Salary Guide Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	55,754	56,254	56,754	57,754	58,254	58,754
2	57,054	57,554	58,054	59,054	59,554	60,054
3	58,354	58,854	59,354	60,354	60,854	61,354
4	59,654	60,154	60,654	61,654	62,154	62,654
5	60,954	61,454	61,954	62,954	63,454	63,954
6	62,254	62,754	63,254	64,254	64,754	65,254
7	63,754	64,254	64,754	65,754	66,254	66,754
8	65,554	66,054	66,554	67,554	68,054	68,554
9	67,354	67,854	68,354	69,354	69,854	70,354
10	69,204	69,704	70,204	71,204	71,704	72,204
11	71,104	71,604	72,104	73,104	73,604	74,104
12	73,104	73,604	74,104	75,104	75,604	76,104
13	75,140	75,640	76,140	77,140	77,640	78,140
14	77,240	77,740	78,240	79,240	79,740	80,240
15	79,515	80,015	80,515	81,515	82,015	82,515
16	82,415	82,915	83,415	84,415	84,915	85,415

EXHIBIT A-2

YEAR 2

2021-22 Westville Teachers

Salary Guide Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	56,314	56,814	57,314	58,314	58,814	59,314
2	57,614	58,114	58,614	59,614	60,114	60,614
3	58,914	59,414	59,914	60,914	61,414	61,914
4	60,214	60,714	61,214	62,214	62,714	63,214
5	61,514	62,014	62,514	63,514	64,014	64,514
6	63,014	63,514	64,014	65,014	65,514	66,014
7	64,514	65,014	65,514	66,514	67,014	67,514
8	66,314	66,814	67,314	68,314	68,814	69,314
9	68,114	68,614	69,114	70,114	70,614	71,114
10	70,014	70,514	71,014	72,014	72,514	73,014
11	71,939	72,439	72,939	73,939	74,439	74,939
12	73,939	74,439	74,939	75,939	76,439	76,939
13	76,039	76,539	77,039	78,039	78,539	79,039
14	78,239	78,739	79,239	80,239	80,739	81,239
15	80,515	81,015	81,515	82,515	83,015	83,515
16	83,615	84,115	84,615	85,615	86,115	86,615

EXHIBIT A-3

YEAR 3

2022-23 Westville Teachers

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	57,286	57,786	58,286	59,286	59,786	60,286
2	58,586	59,086	59,586	60,586	61,086	61,586
3	59,886	60,386	60,886	61,886	62,386	62,886
4	61,186	61,686	62,186	63,186	63,686	64,186
5	62,586	63,086	63,586	64,586	65,086	65,586
6	64,086	64,586	65,086	66,086	66,586	67,086
7	65,686	66,186	66,686	67,686	68,186	68,686
8	67,486	67,986	68,486	69,486	69,986	70,486
9	69,336	69,836	70,336	71,336	71,836	72,336
10	71,236	71,736	72,236	73,236	73,736	74,236
11	73,186	73,686	74,186	75,186	75,686	76,186
12	75,186	75,686	76,186	77,186	77,686	78,186
13	77,340	77,840	78,340	79,340	79,840	80,340
14	79,540	80,040	80,540	81,540	82,040	82,540
15	81,815	82,315	82,815	83,815	84,315	84,815
16	84,915	85,415	85,915	86,915	87,415	87,915

EXHIBIT A-4

Year 4
2023-24 Westville Teachers

Salary Guide Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	58,610	59,110	59,610	60,610	61,110	61,610
2	59,910	60,410	60,910	61,910	62,410	62,910
3	61,210	61,710	62,210	63,210	63,710	64,210
4	62,510	63,010	63,510	64,510	65,010	65,510
5	63,910	64,410	64,910	65,910	66,410	66,910
6	65,410	65,910	66,410	67,410	67,910	68,410
7	67,060	67,560	68,060	69,060	69,560	70,060
8	68,885	69,385	69,885	70,885	71,385	71,885
9	70,785	71,285	71,785	72,785	73,285	73,785
10	72,735	73,235	73,735	74,735	75,235	75,735
11	74,735	75,235	75,735	76,735	77,235	77,735
12	76,735	77,235	77,735	78,735	79,235	79,735
13	78,885	79,385	79,885	80,885	81,385	81,885
14	81,085	81,585	82,085	83,085	83,585	84,085
15	83,360	83,860	84,360	85,360	85,860	86,360
16	86,455	86,955	87,455	88,455	88,955	89,455

EXHIBIT A-5

Year 5
2024-25 Westville Teachers

Salary Guide						
Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	59,861	60,361	60,861	61,861	62,361	62,861
2	61,161	61,661	62,161	63,161	63,661	64,161
3	62,461	62,961	63,461	64,461	64,961	65,461
4	63,761	64,261	64,761	65,761	66,261	66,761
5	65,261	65,761	66,261	67,261	67,761	68,261
6	66,761	67,261	67,761	68,761	69,261	69,761
7	68,411	68,911	69,411	70,411	70,911	71,411
8	70,236	70,736	71,236	72,236	72,736	73,236
9	72,136	72,636	73,136	74,136	74,636	75,136
10	74,086	74,586	75,086	76,086	76,586	77,086
11	76,086	76,586	77,086	78,086	78,586	79,086
12	78,186	78,686	79,186	80,186	80,686	81,186
13	80,386	80,886	81,386	82,386	82,886	83,386
14	82,611	83,111	83,611	84,611	85,111	85,611
15	84,911	85,411	85,911	86,911	87,411	87,911
16	87,995	88,495	88,995	89,995	90,495	90,995

**EXHIBIT B-1
PAYMENT FOR EXTRA ACTIVITIES**

	0%	3.1%	3.1%	3.1%	0%
ACTIVITY	2020-21	2021-22	2022-23	2023-24	2024-25
Flat Rate Stipends					
Camp Director (does not receive Outdoor stipend)	\$ 630.00	\$ 649.53	\$ 669.67	\$ 690.43	\$ 690.43
<i>Director Winter/Spring Musical</i>	\$ 977.00	\$ 1,007.29	\$ 1,038.51	\$ 1,070.71	\$ 1,070.71
Food Bank Coordinator	\$ 630.00	\$ 649.53	\$ 669.67	\$ 690.43	\$ 690.43
<i>Outdoor Trip (each night)</i>	\$ 158.00	\$ 162.90	\$ 167.95	\$ 173.15	\$ 173.15
Safety Patrol (1 position)	\$ 657.00	\$ 677.37	\$ 698.37	\$ 720.01	\$ 720.01
<i>Student Council (2 positions)</i>	\$ 525.00	\$ 541.28	\$ 558.05	\$ 575.35	\$ 575.35
Student Facilitator	\$ 2,233.00	\$ 2,302.22	\$ 2,373.59	\$ 2,447.17	\$ 2,447.17
<i>Technology Coordinator</i>	\$ 630.00	\$ 649.53	\$ 669.67	\$ 690.43	\$ 690.43
Title I Coordinator (2 positions to share stipend)	\$ 1,261.00	\$ 1,300.09	\$ 1,340.39	\$ 1,381.95	\$ 1,381.95
<i>Tutor Coordinator (2 positions to share stipend)</i>	\$ 1,261.00	\$ 1,300.09	\$ 1,340.39	\$ 1,381.95	\$ 1,381.95
Workshops/in-service (flat rate for prep & presentation)	\$ 263.00	\$ 271.15	\$ 279.56	\$ 288.23	\$ 288.23
<i>Case Manager I&RS</i>	\$ 525.00	\$ 541.28	\$ 558.05	\$ 575.35	\$ 575.35
Anti Bullying Specialist	\$ 630.00	\$ 649.53	\$ 669.67	\$ 690.43	\$ 690.43
<i>ESL Coordinator</i>	\$ 630.00	\$ 649.53	\$ 669.67	\$ 690.43	\$ 690.43
Hourly Stipends					
Clubs	\$ 21.02	\$ 21.67	\$ 22.34	\$ 23.04	\$ 23.04
<i>Bedside Instruction</i>	\$ 33.63	\$ 34.67	\$ 35.75	\$ 36.86	\$ 36.86
Dance Chaperones	\$ 21.02	\$ 21.67	\$ 22.34	\$ 23.04	\$ 23.04
<i>Detention</i>	\$ 17.86	\$ 18.41	\$ 18.98	\$ 19.57	\$ 19.57
ESL (outside contract time)	\$ 33.63	\$ 34.67	\$ 35.75	\$ 36.86	\$ 36.86
<i>Homework Club (2 positions/2 hr per week each)</i>	\$ 26.27	\$ 27.08	\$ 27.92	\$ 28.79	\$ 28.79
Professional Development	\$ 33.63	\$ 34.67	\$ 35.75	\$ 36.86	\$ 36.86
<i>Tutoring/Summer Programs (academic)</i>	\$ 33.63	\$ 34.67	\$ 35.75	\$ 36.86	\$ 36.86

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