

PREAMBLE

The Board and the Association recognize mutual obligations pursuant to bargaining collectively with respect to hours, wages and conditions of employment. Both parties have entered into and conducted good-faith negotiations where each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects. Agreement has been reached between parties hereto including formal ratification of the terms hereof by the Board of Education of the Woodbury School District and the Woodbury Education Association. This Agreement is entered into this _____ day of February, 2002, by and between the Board of Education of the City of Woodbury and the Woodbury Education Association, for the contract years July 1, 2002 through June 30, 2005.

ARTICLE I

RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION AND SCHOOL ADMINISTRATION

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, and the provisions of this Agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities.

The Board of Education retains the right, in accordance with applicable State and Federal laws and regulations (a) to direct employees of the School District, (b) to hire, promote, transfer, assign and retain employees in positions within the School District, and to suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of insufficient enrollment or for other legitimate reasons, (d) to maintain the efficiency of the School District operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

ARTICLE II

RECOGNITION

The Board recognizes the Association as the exclusive and sole representative pursuant to the provisions of "Chapter 123, Public Laws of 1974, Public Employer-Employee Relations Act", for collective negotiations concerning the terms and conditions of employment for teachers, guidance counselors, librarians, learning disability

teacher/consultant, psychologist, social worker, school nurses, and maintenance and custodial personnel employed by the Board, but excluding secretaries, the School Superintendent, Business Administrator, principals, assistant principals, all supervisors, coordinators (supervisory and/or administrative certification), supervisor of guidance, athletic director and reading specialists.

- A. Unless otherwise indicated, the term “teachers” when used hereinafter in this Agreement shall refer to all employees of the Board represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.
- B. Unless otherwise indicated, the term “School District” when used hereafter in this Agreement shall refer to the Woodbury School District.
- C. Unless otherwise indicated, the term “Board” when used hereafter in this Agreement shall refer to the Board of Education, City of Woodbury, County of Gloucester, State of New Jersey.
- D. Unless otherwise indicated, the term “Association” when used hereafter in this Agreement shall refer to the Woodbury Education Association.

ARTICLE III

NEGOTIATIONS AND PROCEDURES

- A. Negotiations concerning the terms of a Successor Agreement will be conducted in accordance with the provisions of Chapter 123, P.L. 1974, and the Rules and Regulations of the Public Employment Relations Commission.
- B. During or prior to the first negotiation session scheduled in accordance with the provisions of Section A above, each party shall submit to the other its total proposals for additions to or modifications of the existing agreement. Thereafter, negotiation will be limited to those topics submitted in the initial proposals.
- C. The Board agrees, subject to reasonable requests, to provide the Association with relevant information which is in the public domain and within the knowledge of the Board.
- D. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees

that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at that time that they negotiated or signed this Agreement.

- E. 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.

PART A – APPLIES TO TEACHING MEMBERS

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as an alleged violation of a specific article or section of this Agreement. A grievance will be presented in the following steps:

B. Procedure

Informal

Within seven (7) school days of the time a grievance arises, the employee, either directly or accompanied by his Building Representative, will present the grievance to his Principal during non-teaching hours. Within seven (7) school days after presentation of grievance, the Principal shall give his answer orally to the employee.

Step One – Principal

1. Within five (5) school days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and lodged with the Principal on the form provided in Appendix “A” of this Agreement.
2. The “Statement of Grievance” shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the Association with respect to these provisions, and shall indicate the specific relief requested.
3. Within five (5) school days after receiving the grievance, the Principal shall communicate his answer in writing to the grievant.

Step Two – Superintendent

1. If the grievance is not resolved in Step One, the grievant may, within five (5) school days of receipt of Principal's answer, submit to the Superintendent a written “ Statement of Grievance” signed by the grievant. A copy shall be given to the Principal involved at the same time.
2. The Superintendent or his designated representative shall give the grievant an answer in writing no later than five (5) school days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the grievant.

Step Three – Board

1. Within five (5) school days after receiving the decision of the Superintendent, an appeal of the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision at Step Two.
2. No later than fifteen (15) calendar days after receiving the appeal, the Board or a committee (consisting of three or more members) thereof shall hold a hearing on the grievance at a special meeting.
3. Within ten (10) school days after the hearing, the Board or its committee shall communicate its decision in writing, and state its reasons, if any, to the grievant.
4. The grievant may not present any material, allegation or remedy that was not presented in Step Two.

Step Four – Arbitration

1. Within fifteen (15) calendar days after receipt of the decision of the Board, the Association may submit the grievance to arbitration under and in accordance with the Rules of the American Arbitration Association.
2. Powers of the Arbitrator – It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - (a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (b) He shall have no power to establish salary structures.
 - (c) He shall have no power to rule on any of the following:
 - (1) the termination of services of or failure to reemploy any nontenured teacher;
 - (2) any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in provisions of Title 18A, N.J. Statutes.

- (d) He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such policies, practice, rule or action taken thereunder.
 - (e) He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe such responsibilities except as they may be specifically conditioned by this Agreement.
 - (f) In the event that a case is appealed to an arbitrator on which he had no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - (g) The fact that the grievance has been considered by the parties in the preceding steps of the grievance, shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.
3. The decision of the arbitrator shall be binding.
 4. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

C. Appearances and Representation

1. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings may be conducted during nonschool hours, unless there is mutual agreement for other arrangements.
2. The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
3. If the grievance arises from an action of authority higher than the Principal of a school, the employee may present such grievance at Step Two of this procedure.
4. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by the Association, or by a representative selected or approved by the Association.
5. When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified by the Superintendent that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. The Association shall have the right to pursue the grievance on its own behalf if it does not concur with the settlement agreed to by the teacher.
6. The Board and the Association shall assure the teacher freedom from

restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.

7. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
8. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, in accordance with the procedures set forth above and the processing of such grievance shall commence at said level. The Association may process such grievance through all levels of the grievance procedure.

D. Time Limits

1. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to lodge an appeal at the next step of this procedure.
3. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed terminated by the answer at the previous step.
4. Any grievance which arose prior to the effective date of this Agreement shall be processed under the terms of the Agreement in effect on the date of initiation.
5. Any grievance which has not been processed prior to the completion of the school year will continue open and will follow the outlined steps during the summer months. Saturdays, Sundays, holidays and Fridays when offices are closed during the summer vacation period will not be counted as school days. After the grievance has been initiated and responded to within the specified time limits at the appropriate first step of this procedure, either party shall be able to extend the time limits to the reopening of school in September by written notification to the other party.

E. Teachers' Legal Rights

1. Nothing contained herein shall deny to any teacher his rights under State or Federal Constitutions and Laws.
2. No nontenured teacher may use the grievance procedure in any way to appeal a discharge or a decision by the Board not to renew his contract.
3. No teacher shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
4. All documents, records and communications 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 nor shall the file or any of the contents therein be disclosed in any way to anyone outside the Woodbury School District.

ARTICLE V

TEACHERS' RIGHTS

- A. The Board agrees: (1) it will neither directly nor indirectly discourage or deprive any teacher in the enjoyment of any rights conferred by the laws or the Constitution of New Jersey and the United States, issues alleging unfair practices will be referred to Public Employment Relations Commission; (2) it will not discriminate against any teacher because of his membership in the Association and its affiliates or collective negotiations with the Board or his institution of any grievance under this Agreement; and (3) the rights granted to teachers in this Agreement are in addition to those provided in the above-mentioned laws and Constitutions.

- B. No teacher shall be disciplined in any manner or form without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public unless formal charges are made and shall be subject to the grievance procedure set forth.

- C. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the Woodbury School District, subject to review and/or approval of the Superintendent. In the event a grade is changed or modified, the teacher will be notified in writing.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times subject to administrative approval and provided that this shall not interfere with or interrupt normal school operations.
- B. The Association and its representatives shall have the privilege of using school equipment and/or buildings. The building principal will retain the right to regulate the use of equipment and buildings and will concur on the time and place of meetings within the building so as not to interfere with other scheduled activities. The Association shall be responsible for payment of overtime janitorial service and service costs in accordance with Board policy. The Board of Education will provide the Association with a copy of its school Facility Rental Policy.
- C. The Association shall have the use of school mailboxes. Placement will be made by the authorized representative of the Association or his designee. Materials placed in mailboxes shall bear the name of said representative or of the Association. A copy of all material for general distribution placed in mailboxes shall be submitted to the building principal.
- D. The Association shall have the privilege of holding five (5) general membership meetings per year which may begin no sooner than fifteen (15) minutes after the latest student dismissal time. The Association will submit the five (5) proposed meeting dates to the Superintendent not later than September 15th of each school year.
- E. Upon forty-eight (48) hours advance notice to the Superintendent, except in situations beyond the control of the Association, the Association President or his designee shall be granted three (3) personal days per year to conduct Association business outside the Woodbury School District.
- F. Representation Fee
 - 1. The Association shall, on or before September 30th, deliver to the Board a written statement containing the following:
 - (a) A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
 - (b) A statement that the Association has established a “demand and return system” in accordance with the requirements of N.J.S.A. 34:13A-5.4.

- (c) A statement establishing the amount of yearly representation fees to be deducted from salaries of each non-member. Such representation fee shall be eighty-five percent (85%) of the regular membership dues, fees and assessments.
 - (d) A list of all teachers who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
- 2. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such non-members as defined in subsection 1.a. above in accordance with Section 3 below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
- 3. 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:
 - (a) in November; or
 - (b) thirty (30) days after the employee begins his employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, 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. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
- 4. 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.
- 5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement provided the Board has fully complied with the requirements contained herein. In addition, the Board shall be required to make available any and all public records necessary for such defense.

ARTICLE VII

SCHOOL CALENDAR

- A. The Board, through its Superintendent, will seek the views of the Association, through its President, before adoption of the school calendar. This discussion could include, but not be limited to vacation, holidays, and in-service days. However, the Board reserves the right to make the final decision on the calendar. The required in-school work year for teachers shall not exceed one hundred eighty-seven (187) days (one hundred eighty-one (181) student contact days and six (6) non-student contact days) for the term of this contract, excluding the NJEA convention.
- B. Teachers who are newly employed and teachers who have been on a leave of absence in excess of two (2) school years may be required to attend up to three (3) additional orientation days.

ARTICLE VIII

TEACHING HOURS AND ASSIGNMENTS

- A. The Board and the Association recognize and agree that the teachers' responsibility to the students, community and profession generally entails the performance of duty and the expenditure of time and service beyond classroom duty hours. However, teachers may be required to attend no more than three (3) evening assignments or meetings each school year without additional compensation.
- B.
 - 1. Grades kindergarten - 5 teachers shall be required to report for duty five (5) minutes prior to the start of school and shall remain twenty-five (25) minutes after the close of the school day. Grades 6 - 12 teachers shall be required to report for duty five (5) minutes prior to the start of the student day and shall remain a total of seven and one-quarter (7 ¼) hours on a regular student day. These times may be adjusted or shortened by the building principal on an annual basis. Teachers shall indicate their presence for duty in a method appropriate to their particular building.
 - 2. The total in-school work day shall consist of not more than seven (7) hours in grades Kindergarten through 5 and seven and one-quarter (7 ¼) hours in grades 6 through 12.
 - 3. The in-school work day shall include the following prep and lunch times:
 - Grades Kindergarten – 5: 40 minute duty-free lunch
 - Grades Kindergarten – 5: 40 minute daily prep period
 - Grades 6 – 12: at least 26 minutes duty free lunch.Teachers may leave the building during their duty-free lunch period.
 - 4. On Fridays or on days preceding holidays or vacations, the teachers' day

shall end at the close of the pupils' day. Teachers shall work a one-session day prior to the Thanksgiving holiday.

- C. Teachers may be required to remain after the end of the regular work day for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. If a meeting will last longer than thirty (30) minutes beyond the end of the normal teacher work day, a notice of such meeting and the agenda for the meeting shall be distributed twenty-four (24) hours in advance except in emergency situations. Teachers may have the opportunity to suggest possible agenda items for consideration by the principal prior to the distribution of the agenda. The presence or absence of teacher-suggested items in no way limits the principal's right to develop the agenda as he deems fit except that if affirmed by a majority vote of the faculty concerned, teacher-suggested items must be added to the principal's agenda. Such meetings shall not exceed four (4) days each month.
- D. 1. The following daily teaching loads in grades 6 through 12 may be converted to weekly equivalents. Teachers assigned six (6) academic periods per day shall have ten (10) non-pupil contact periods per week. Teachers assigned to five (5) academic periods shall have thirty-three (33) pupil contact periods per week and seven (7) non-pupil contact periods per week. Full period supervisory assignments shall be considered a pupil contact period. Department Chairs will have no more than 25 pupil contact periods per week and will be assigned no additional duties, i.e. lunch, in-house suspension duties. Elementary Coordinators are also exempt from duties. Teachers assigned to seven (7) academic classes will be assigned on a voluntary basis and will receive \$5,865. additional salary for the year. The above amount will be paid as a stipend with one-half (1/2) payable in December and one-half (1/2) payable in June. A teacher assigned to six (6) academic periods per day may volunteer for a supervisory assignment and receive a \$2,600. stipend. A teacher without a year's teaching experience shall not be assigned seven (7) academic periods.
2. The daily schedule in grades 6 through 12 shall consist of eight (8) periods plus lunch and homeroom. The average length of a period, excluding passing time, shall be forty-two (42) minutes.
3. Teachers in grades 6 through 12 will not be assigned to teach in more than two (2) subject areas and no more than three (3) subject preparations in full year academic courses unless a teacher volunteers for more.
4. Elementary teachers shall not be required to teach continuously for more than three (3) hours and twenty-five (25) minutes, except on one-session days when it shall not exceed four (4) hours. Elementary classroom teachers shall not be required to be present when specialist teachers such as teacher of art, music and physical education are working in their classrooms.

5. Elementary teachers shall have released time when specialist teachers are scheduled to teach their classes. Elementary teachers may leave the library once the librarian has assumed responsibility for the class as long as the Board maintains a library in the elementary school
 6. This article applies to teachers in grades 7 and 8 only and applies to the 2002-03 school year only:
 - a) A faculty member's normal daily work load shall not exceed three (3) instructional blocks and two (2) non-pupil contact time periods equal in length to one block. If a faculty member teaches three (3) blocks in a semester, said member shall be assigned no duties that semester.
 - b) Department Chairs and team coordinators shall teach no more than five (5) instructional blocks per year or periods per day for a full year, whenever possible. When a chairperson or team coordinator teaches six (6) blocks per year or six (6) periods per day all year, the stipend will increase by 50%. When a chairperson or team coordinator agrees to teach six (6) periods per day for less than a full year, the stipend will be adjusted accordingly.
 - c) No block shall exceed eighty-eight (88) minutes.
 - d) Every effort shall be made to limit teachers to two (2) instructional preparations and no more than two (2) consecutive blocks per day.
 - e) In the event that Block Scheduling is implemented and subsequently eliminated, contract language shall revert back to that which is in this Article (VII-D.1) as negotiated for July 2002 dealing with the traditional teaching schedule.
 - f) At the end of the 2002-03 school year, both parties agree to reevaluate this addendum.
 - g) The WEA and Board of Education agree to extend the 2002-03 addendum of Article VIII, page 10, through 2003-04 (8/21/03).
- E. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who may volunteer may be used as substitutes during their non-teaching time.
- F. Teachers shall be given written notice of their assignments not later than June 15th. The administration may alter, modify, or change such assignments in the event of changes in enrollment or department personnel, and shall notify the teacher affected by such changes promptly and in writing.

ARTICLE IX

TEACHING CONDITIONS

A. Class Size

It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective education program. The Board agrees to continue its efforts to keep class size at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interests of the District, as deemed administratively feasible.

B. Teachers shall not be required to drive students to activities which take place away from the school building.

C. Teachers and nurses required to travel on a daily basis between two (2) or more schools in the normal course of their duties shall be reimbursed \$30.00 per month for mileage.

D. If a teacher is working under conditions such teacher considers unsafe or unhealthy, such teacher shall first discuss this with his building principal and, if dissatisfied, is entitled to institute a grievance.

ARTICLE X

TEACHER EMPLOYMENT

A. Upon initial employment in the school district, the Board shall have total discretion in the placement of teachers on the salary guide.

B. Teachers shall be given written notice of their contract and salary status, if known, not later than April 30th.

ARTICLE XI

SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Exhibits A, B and C attached hereto and made a part hereof.

B. Extra-Pay Activities

The Board agrees to compensate teachers for coaching and directing or sponsoring those activities which have been approved by the Board. The activities presently approved, along with the compensation range determined by

satisfactory experiences in the responsibility are reflected by Appendix “B” and “C” attached hereto and made a part hereof.

- C. All teachers shall be paid on the 15th and the last day of the month from September 15th to the last day of school in June. The Board may revise the schedule to meet the convenience of the teachers in paying prior to holidays and vacations.
- D. Authorized payroll deductions from salary may be made for any of the following reasons:
 - 1. Contribution to the tax sheltered annuity determined by the Board if authorized by the employee.
 - 2. Washington National Insurance Company.
 - 3. The annual dues for the Woodbury Education Association, Gloucester County Education Association, New Jersey Education Association, and National Education Association as said teacher individually and voluntarily authorizes the Board to deduct.
 - 4. ABCO Public Employees Federal Credit Union.
 - 5. Gloucester County United Way.
- E. A teacher must be on the payroll for ninety-four (94) or more days to be eligible for an increment.
- F. Guidance counselors who are employed in the summer will be paid their individual per diem rate.
- G.
 - 1. Effective July 1, 1996, all teachers initially hired and placed on the BA track will be limited to progression on the BA track at the step attained after five years of service in the district if he has not completed 15 graduate credits by September 1st of the sixth year of employment. All teachers hired and placed on a salary guide above BA are exempt from this provision.

Note: Due to a discrepancy between the language of Article XI-Section G. in the original 2002-05 contract and salary guide, any teacher not meeting this requirement for September 2003 will have until September 2004 to fulfill his obligations under Article XI - Section G.

This page was revised May 28, 2003

William Fleming, Board President
President

Bernadette Landis, WEA

Lynn E. Shugars, Board Secretary

ARTICLE XII

HEALTH INSURANCE

- A. The Board agrees to provide health insurance coverage for each teacher. The Board will offer husband and wife, parent and child, or full-family health insurance coverage to each teacher who desires such coverage according to the teacher's needs. The cost of this dependent coverage shall be shared with the Board paying eighty-five percent (85%) and the teacher paying fifteen percent (15%) of the annual premium cost. The insurance will cover the New Jersey State Health Benefits Program or equivalent coverage.
1. For all individuals hired after June 30, 1996, the Board agrees to provide health insurance coverage (medical, dental and Blu-Bank) at the negotiated percent for each individual who is regularly employed for thirty (30) or more hours per week.
- B. The cost of the dental insurance coverage (New Jersey Dental Service Plan I.A.) for each teacher shall be shared with the Board paying eighty-five percent (85%) and the teacher paying fifteen percent (15%) of the annual premium cost.
- C.
1. The Board will reimburse each teacher for personal and/or family prescription or optical expenses that are not covered by insurance. In order to receive reimbursement, the teacher must present dated receipts and proof of rejection by an insurance carrier for each individual year. Payments will be made for the preceding twelve (12) months provided the teacher submits the required verification and vouchers as stated below. Reimbursement shall be made up to \$775.00 per teacher per year for the length of this contract.
 2. Prior to requesting reimbursement, the teacher must submit the billing of eligible items to any insurance carrier which provides or may provide coverage for such service. This includes not only insurance coverages provided by the Board, but insurance coverages provided privately or by some other employer. The Board shall have the right to require the employee to verify, under oath, that said coverage does not exist, if such is the case.
 3. The Board shall not be required to consider any item for reimbursement until the teacher has presented a receipted bill or other proof of payment of such cost and evidence that the teacher has sought insurance coverage for such cost and such coverage has been denied.
 4. Proof of payment and evidence that the claim is not covered by other insurance shall be presented to the Secretary of the Board of Education, along with a voucher requesting reimbursement, not later than June 30th or September 30th of each year. The Board shall pay the reimbursement to which the teacher is entitled not later than the July 31st or October 30th immediately following the June or September filing deadline.

5. In order to be eligible for the reimbursement provided in this paragraph, the proof of payment and evidence of no coverage by other insurance must be presented by September 30th for any service rendered prior to the immediately preceding June 30th. Any claim not presented by September 30th shall be waived and the employee shall thereafter have no further claim to reimbursement under this paragraph.
6. The Board will provide written instructions for completing vouchers, thereafter, incorrect or incomplete submissions will be rejected and the employee shall thereafter have no further claim to reimbursement under this section for the year in question.

ARTICLE XIII

TRANSFERS AND REASSIGNMENT

- A. A copy of the teacher vacancy listing, noting official openings, shall be posted in the main office of each school building on the office bulletin board at such times as such listings are forwarded to the college placement offices. Permanent part-time or full-time vacancies will be posted ten (10) days prior to being filled. If the permanent vacancy occurs between August 1 and the close of the school year, the transfer or reassignment would be effective September of the following school year.
- B. A teacher who desires a change in grade and/or subject assignment or who desires to transfer to another building, may file a written statement of such desire with the Superintendent not later than February 28. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred in order of preference. Written requests for transfer or reassignment will be acknowledged in writing by the Superintendent or his designee.
- C. Notice of involuntary transfer or reassignment shall be sent in writing to the teacher as soon as practicable. The reason for the change in assignment or school location will be discussed in a meeting between the teacher involved and the building principal or the Superintendent where applicable.
- D. When an involuntary transfer or reassignment is necessary, a teacher's area of competence and major or minor field of study shall be considered in determining which teacher is to be transferred or reassigned. (The provisions of this section are nonarbitrable.)
- E. Teachers will be notified in writing of their assignments for the following year by June 15th.

ARTICLE XIV

PROMOTIONS

- A. A notice of a vacancy in positions listed in Appendix “B”, Athletic Extra-Curricular Activities, and Appendix “C”, Non-Athletic Extra-Curricular Activities of this Agreement and/or administrative supervisory positions paying a salary above that of Exhibits A, B or C shall be sent to and posted in each school and a copy shall be sent to the Association fifteen (15) days before the final date when applications must be submitted. Also included are the vacancies in the Saturday and Summer Schools, and all curriculum projects.
- B. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice. The Superintendent shall acknowledge, in writing, receipt of all applications. When the vacancy described in the notice is filled, the Superintendent may destroy all applications for said position.
- C. Each vacancy shall require a separate application.
- D. In the event a vacancy shall occur during the summer period when school is not regularly in session, a notice of said vacancy shall be posted in the Superintendent’s Office and a notice sent to the President and Secretary of the Association.

ARTICLE XV

TEACHER EVALUATION

- A. All classroom evaluations of a teacher shall be made openly and with the knowledge of the teacher.
- B. A teacher shall be given a copy of any evaluation report prepared by his evaluators within five (5) school days of such evaluation. No such report shall be submitted to the central office, placed in the teacher’s file or otherwise acted upon without having been signed by the teacher as an acknowledgment that he has been apprised of the contents of the evaluation. If the teacher disagrees with the evaluation he may indicate, over his signature, a statement indicating the specific references with which he disagrees. Any rebuttal statement shall be submitted by the teacher within ten (10) school days of receipt of the evaluation and within two (2) weeks if the evaluation is given to the teacher during the last ten (10) days of the school year. No teacher shall be required to sign a blank or incomplete evaluation form. Upon receipt of the evaluation report, a teacher who requests a

conference with the evaluator shall be granted a conference.

- C. Nontenured teachers shall be evaluated a minimum of three (3) times each year; the first being not later than November 15, the third being not later than April 25.
- D. No material shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or designee and attached to the file copy. The teacher's response, if any, to the above mentioned material shall be submitted within ten (10) school days of the receipt of the material by the teacher or within two (2) weeks if the material is received by the teacher within the last ten (10) days of school.
- E. All tenured teachers must be observed and evaluated at least once prior to May 15th. All PIP's shall be completed at least seven (7) school days prior to the last teacher work day.

ARTICLE XVI

PROFESSIONAL DEVELOPMENT

- A. The Board of Education will refund to teachers the cost of tuition and books for in-service college courses taken under the following conditions:
 - 1. The course must be approved by the Superintendent in advance in writing as being a subject matter course in a field in which the individual is teaching or is certified; e.g., English, Mathematics, Science, etc. In addition, teachers may, subject to the prior approval of the Superintendent, take one (1) course in an allied field per school year provided the course is relative to the teacher's assignment in the Woodbury School District. The determination as to relevance shall rest solely with the Superintendent. This course shall be limited to three (3) credits per school year and shall be included as part of the nine (9) credits eligible for reimbursement. The Superintendent shall indicate his approval or disapproval in writing within fifteen (15) school days of receipt of the request.
 - 2. The course may be at either the graduate or undergraduate level of credit, provided the teacher holds either a Standard Teaching Certificate or a Certificate of Advanced Standing and provided the course is not essentially a repetition of one previously taken. Undergraduate level courses will only be reimbursed when the course is for certification in an area where the District is experiencing a need for certified staff as determined by the Superintendent.

3. The Board will reimburse teachers for tuition costs for up to nine (9) credits per year completed between July 1st and June 30th. The reimbursement rate per credit shall not exceed the rate charged per credit by State Colleges. In addition, teachers shall be eligible for reimbursement for the cost of books at the rate of fifty dollars (\$50.) per course not to exceed one hundred and fifty dollars (\$150.) per year. Such refunds will be made to teachers still in the Board's employ upon presentation of the receipted bills and transcript of credit or official grade report form evidencing satisfactory completion of the course.

- B. Teachers who take college courses for credit while in the employ of the Board shall have the transcript of credit or official report of grade form recorded in their files in the Superintendent's Office.

- C. In special cases, where the Board may wish to have a teacher become certified to teach a particular subject for which no one on the staff is qualified, or may wish to have a teacher take a specific kind of training course to meet some need of the school, it will pay the full expense of such training.

- D.
 1. Any change of salary status due to additional credits earned must be reported in writing to the Superintendent not less than three (3) months prior to the anticipated salary guide change.
 2. Horizontal advancement on the salary guide may occur two (2) times per year. Teachers who submit the necessary documentation for advancement to a higher educational level prior to September 30th will have their pay adjusted retroactive to September 1st. Teachers who submit the necessary documentation for advancement to a higher educational level prior to February 28th will have their pay adjusted retroactive to February 1st. Teachers applying for horizontal movement on the salary guide who anticipate problems with the college or university in obtaining documentation that the required course work has been completed should notify the Business Administrator, in a timely fashion, that the documentation is forthcoming. In this case, the Board will waive the time requirements.

- E.
 1. A faculty member will be required to reimburse the Board of Education for all graduate class costs and/or professional certification (i.e., Reading Recovery certification, Cisco certification) started within 12 months of the date that individual voluntarily terminates his employment in the district. Individuals who voluntarily terminate their employment for the following reasons shall be exempt from this clause:
 - a. pregnancy
 - b. transfer/relocation of spouse's employment
 - c. extended/long-term illness
 - d. death of an immediate family member
 - e. retirement

Any extenuating circumstance other than employment in another district may be appealed at the superintendent level only. Coursework taken under the requirement in Article XI, G, will not be subject to repayment.

All monies up to \$4,000.00 total owed to the district must be repaid by individual contract terms not extending beyond one calendar year of termination of employment. Monies owed beyond \$4,000.00 must be repaid within two calendar years by individual contract with Woodbury Public Schools.

This clause will only affect persons who took classes which started on or after July 1, 2002, for which the district made full or partial payments.

ARTICLE XVII

LEAVES OF ABSENCE

A. Sick Leave

1. All teachers under contract for a full school year shall be entitled to ten (10) days of sick leave each school year. Teachers employed after September 30th will receive one (1) sick day per month of employment. All sick leave days will be credited to the teacher's account as of the first day of the teacher's work year whether or not the teacher reports for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
 2. When a teacher's absence due to personal illness exceeds the total number of sick days accumulated, the teacher may be granted a leave of absence covering the remaining period of illness with or without pay.
 3. Sick leave referred to herein will be defined in applicable New Jersey Statutes now or hereafter in effect.
 4. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.
5. Each teacher's unused personal leave days as specified in Section B.4. of this Article will be accumulated for the teacher's future use as extended sick leave days. These accumulated unused personal leave days shall be available for use by the teacher as sick leave days after all current and accumulated sick leave days have been exhausted. See Salary Schedule 5(a), page 46 for conversion of unused accumulated personal leave to severance pay.

B. Personal Leave of Absence

The Board realizes that unusual circumstances other than illness occasionally make it necessary for teachers to be absent from school. The Board establishes the following list as maximum days teachers may be absent for other acceptable

reasons during a school year without loss in salary. This time expires at the end of each school year and is therefore not accumulative. Only accrued days from Section B.4 convert to extended sick leave days (See Article XVII, A.5).

1. An allowance of up to five (5) days per occurrence shall be granted for a death in the immediate family. One additional day shall be permitted under the provision of a substitute's wage deduction. Immediate family may be considered grandparents, father, mother, spouse, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, and members of the teacher's household.
2. An allowance of up to three (3) days leave may be granted for serious illness in the immediate family. (Immediate family same as No. 1 above.)
3. An allowance of one (1) day leave may be granted for the death of other relatives.
4. An allowance of up to three (3) days leave per school year with prior notification to the Superintendent may be granted for reasons of a personal nature. These include, but are not limited to:
 - (a) Court Subpoena.
 - (b) Marriage of an employee or marriage of father, mother, brother, sister, son or daughter.
 - (c) Personal business which cannot be handled outside of school hours, unless the requested leave day falls on a Monday, Friday, or any day preceding or following a school holiday, in which case the request must include a specific reason which shall be subject to approval by the Superintendent.
 - (d) Religious holidays.
5. Educational leaves may be granted with prior approval of the Superintendent for:
 - (a) Attendance at conferences for professional improvement.
 - (b) Representing the school or profession at civic, public or educational meetings.
 - (c) Visiting other schools for self-improvement.
 - (d) Serving on evaluation committees.
6. An allowance for one (1) day may be granted for the purpose of providing transportation to or from the hospital in the event of childbirth by the spouse.
7. For the protection of the employee and for proper payroll accounting and audit, every request for a personal leave of absence of a full day or more must be made to the Superintendent in writing. Absence not covered by any of the above provisions will cause salary deductions at the rate of 1/20th of the monthly salary for each day's absence.

ARTICLE XVIII

EXTENDED LEAVES OF ABSENCE

- A. Occasionally, it is necessary for teachers to be absent for long periods of time generally as the result of emergencies or other circumstances beyond the control of the teacher. The following provisions are set to guide the manner in which certain emergencies are to be treated. All leaves shall be applied for in writing and if approved, will be granted in writing.
- B. Tenure, pension, and other employment rights of employees who shall enter military service shall be protected as set forth in Title 18A:6-33 and Public Laws of 1944—Chapter 226.
- C. Due to a medical disability which is substantiated by a certificate from a medical doctor, a teacher shall be granted an extended leave of absence without pay; however, during the period of the teacher's personal medical disability accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. During such time of medical disability leave, the teacher shall be covered by existing health insurance and benefits in accordance with the rules established by the health insurance carrier. The Board reserves the right to seek medical confirmation of the sick leave period by having the teacher claiming sick leave due to medical disability examined by a physician selected by the Board. Conflicting medical opinions will be resolved by an examination by a mutually agreeable third doctor whose decision shall be binding.
- D.
 - 1. Teachers may apply for a child-rearing leave of absence in conjunction with a sick leave of absence for child-rearing purposes. The child rearing leave shall commence on the date specified by the teacher and will continue for the balance of the school year in which the birth occurs. Application for child-rearing leave shall be made to the Superintendent at least ninety (90) calendar days prior to the proposed commencement of the leave.
 - 2. Teachers, upon written request, shall be granted a child-rearing leave for one (1) additional school year (September – September) immediately following the school year in which the initial child-rearing leave was granted, provided that this additional leave does not extend the total leave time beyond twenty-four (24) calendar months.
 - 3. Child-rearing leave shall be without pay. Upon request, the Board Secretary will provide the teacher with the necessary information in order that the teacher can take over payment of insurance premiums.
- E. Teachers adopting an infant child shall receive similar leave which shall

commence upon him receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interests of the school.

- F. All benefits to which a teacher was entitled at the time the leave commenced and which are still available to the teachers at the time of return, including unused accumulated sick leave shall be restored to a teacher returning from leave; and he shall be assured his original position or similar position within the area of his interests, abilities, and training following the completion of leave, provided he notifies the Superintendent of Schools of his intent to return prior to February 1st.
- G. Leave for emergency military duty up to ninety (90) calendar days will be granted by the Board to any regular employee who is a duly qualified member of the reserve components of the armed forces and who is called into temporary active duty, provided such obligation cannot be fulfilled on days when school is not in session. During the leave, the teacher shall receive his regular salary in addition to any pay he receives from the state or federal government. This provision specifically excludes periods of basic military training.
- H. Other leaves of absence, without pay, may be granted by the Board which, in its opinion, are for good reasons.
- I. Summer Study Program
 - 1. Upon recommendation of the Superintendent of Schools, a summer study program may be granted to any certified teacher. A teacher may be given permission to receive six (6) credits of summer study during any three (3) year period.
 - 2. Stipend for summer study to be paid as follows:
 - (a) Commuter – to attend college less than fifty (50) miles from Woodbury.
 - (b) Resident – to attend college more than fifty (50) miles from Woodbury

<u>Commuter</u>	<u>Stipend</u>
3 weeks	\$620.
4 weeks	\$825.
5 weeks	\$1,030.
6 weeks	\$1,240.
 <u>Resident</u>	 <u>Stipend</u>
3 weeks	\$2,065.
4 weeks	\$2,475.
5 weeks	\$2,890.
6 weeks	\$3,300.

To be eligible for a stipend the teacher must complete six (6) credits.

- (c) Payment
Stipend shall be paid as follows: One-half (1/2) on July 30th. The remaining payment will be made within thirty (30) days of the teacher receiving the final grade.
- 3.
- (a) The teacher may receive reimbursement for up to six (6) credits taken during the summer as covered in Article XVI.
 - (b) Teachers receiving a summer study stipend to attend a college or university where the tuition rate exceeds the state tuition rate will be eligible to receive additional tuition reimbursement. The additional tuition to be received by the teacher is to be computed as follows: $\frac{1}{2} (\text{Tuition Rate} - \text{State Tuition Rate}) + \text{State Rate} = \text{Reimbursement}$.
 - (c) A teacher taking six (6) credits in the summer will be limited to receiving reimbursement for six (6) credits during the remainder of the contract year.
 - (d) Grade
 - (1) The teacher must receive an average grade of B or better in order to receive the full stipend.
 - (2) The teacher must receive an average grade of C or better in order to receive seventy percent (70%) of the stipend.
 - (e) Number of Summer Grants
 - (1) Requests are to be submitted, in writing, to the Superintendent on or before April 1st. Decision of the Superintendent will be made by April 15th. Decision of the Superintendent is final.
 - (2) The Superintendent will use the following criteria in approving requests for summer study. Criteria is listed for informational purposes only.
 - Credits for additional certification.
 - District needs.
 - Enrollment in graduate program in area of employment.
 - Increase knowledge in subject area.
 - (3) The decision of the Superintendent is non-arbitrable.
 - (f) The maximum annual amount to be expended on stipend shall not exceed \$15,000.00.

ARTICLE XIX

EXECUTIVE COMMITTEE

- A. The membership of the committee shall be five (5) members appointed by the Association plus the Association President, three (3) Board members, and three (3) administrators including the Superintendent. The chairperson of the committee shall alternate between a Board appointee and an Association appointee.
- B. Each party shall notify the other in writing of the topics it wishes to discuss at least two (2) weeks prior to any scheduled meeting. The agenda shall be finalized by the Superintendent and Association President or their designee(s) one (1) week prior to the meeting. The agenda shall be in sufficient detail so as to allow the parties to prepare for a fruitful discussion on all topics.
- C. Prior to the conclusion of each Executive committee meeting, a date for the next meeting shall be agreed upon along with an alternate date.
- D. The committee shall meet a minimum of three (3) times per year. Additional meetings may be scheduled by mutual agreement.
- E. Both parties shall show commitment to the process by encouraging attendance by its full compliment of representatives at each meeting. Each party shall select its own committee members for each meeting.

ARTICLE XX

ACADEMIC FREEDOM

Teachers shall have all reasonable freedom in the implementation of the curriculum including the right to select materials and to determine the class needs as they relate to the curriculum subject to the approval of the Board. However, this does not exclude the right and obligation of the superintendent or Principal to question, consult, and direct whenever necessary.

ARTICLE XXI

CHILD STUDY TEAM TERMS AND PROVISIONS

- A. The full-time social worker and psychologist currently employed by the district will maintain their current school day hours (8 – 4) and school year (September 1 – June 30). The Board will “grandfather” the difference between appropriate placement on the teacher salary guide and current salary. That differential will remain for the length of service to the District. Future raises will be based on the negotiated scale.
- B. All other Child Study Team members will be placed at their individual steps on guide and will receive an additional \$2,000 in salary. They will work a 7 1/2 hour day plus five days beyond the teacher contract.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be found to be contrary to law, that portion of the provision shall be considered void, but all other provisions and portions of the provisions not voided shall continue to be in full force and effect.
- B. The Board and the Association agree that there should be no discrimination against any teacher on the basis of age, race, creed, color, national origin or sex.
- C. In accordance with Chapter 123, P.L. 1974, any changes or modifications in the terms and conditions of employment existing on the date of this Agreement will be made only through negotiations by the Board and the Association.
- D. Any individual contract between the Board and an individual teacher heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- E. Copies of this Agreement shall be prepared at the joint expense of the Board and the Association and presented to all teachers employed by the Board in booklet form.

PART B – APPLIES TO MAINTENANCE/CUSTODIAL MEMBERS

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as an alleged violation of a specific article or section of this Agreement. A grievance will be presented in the following steps:

B. Procedure

Informal

Within seven (7) school days of the time a grievance arises, the employee, either directly or accompanied by his Building Representative, will present the grievance to his immediate supervisor during non-teaching hours. Within seven (7) school days after presentation of grievance, the immediate supervisor shall give his answer orally to the employee.

Step One – Immediate Supervisor

1. Within five (5) school days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and lodged with the immediate supervisor on the form provided in Appendix “A” of this Agreement.
2. The “Statement of Grievance” shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the Association with respect to these provisions, and shall indicate the specific relief requested.
3. Within five (5) school days after receiving the grievance, the immediate supervisor shall communicate his answer in writing to the grievant.

Step Two – Superintendent or Designee

1. If the grievance is not resolved in Step One, the grievant may, within five (5) school days of receipt of immediate supervisor's answer, submit to the Superintendent or designee a written “Statement of Grievance” signed by the grievant. A copy shall be given to the immediate supervisor involved at the same time.
2. The Superintendent or his designated representative shall give the grievant an answer in writing no later than five (5) school days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent or designee and the grievant.

Step Three – Board

1. Within five (5) school days after receiving the decision of the Superintendent or designee, an appeal of the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision at Step Two.
2. No later than fifteen (15) calendar days after receiving the appeal, the Board or a committee (consisting of three or more members) thereof shall hold a hearing on the grievance at a special meeting.
3. Within ten (10) school days after the hearing, the Board or its committee shall communicate its decision in writing, and state its reasons, if any, to the grievant.
4. The grievant may not present any material, allegation or remedy that was not presented in Step Two.

Step Four – Arbitration

1. Within fifteen (15) calendar days after receipt of the decision of the Board, the Association may submit the grievance to arbitration under and in accordance with the Rules of the American Arbitration Association.
2. Powers of the Arbitrator – It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - (a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (b) He shall have no power to establish salary structures.
 - (c) He shall have no power to rule on any of the following:
 - (1) any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in provisions of Title 18A, N.J. Statutes.
 - (d) He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such policies, practice, rule or action taken thereunder.
 - (e) He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe such responsibilities except as they may be specifically conditioned by this Agreement.
 - (f) In the event that a case is appealed to an arbitrator on which he had no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - (g) The fact that the grievance has been considered by the parties in

the preceding steps of the grievance, shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

3. The decision of the arbitrator shall be binding.
4. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

C. Appearances and Representation

1. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings may be conducted during nonschool hours, unless there is mutual agreement for other arrangements.
2. The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
3. If the grievance arises from an action of authority higher than the immediate superior of a school, the employee may present such grievance at Step Two of this procedure.
4. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by the Association, or by a representative selected or approved by the Association.
5. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or designee or any later level, be notified by the Superintendent or designee that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. The Association shall have the right to pursue the grievance on its own behalf if it does not concur with the settlement agreed to by the employee.
6. The Board and the Association shall assure the employee freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.
7. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
8. If, in the judgment of the Association, a grievance affects a group or class of employees the Association may submit such grievance in writing to the Superintendent or designee directly, in accordance with the procedures set forth above and the processing of such grievance shall commence at said level. The Association may process such grievance through all levels of the grievance procedure.

D. Time Limits

1. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to lodge an appeal at the next step of this procedure.
3. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed terminated by the answer at the previous step.
4. Any grievance which arose prior to the effective date of this Agreement shall be processed under the terms of the Agreement in effect on the date of initiation.
5. Any grievance which has not been processed prior to the completion of the school year will continue open and will follow the outlined steps during the summer months. Saturdays, Sundays, holidays and Fridays when offices are closed during the summer vacation period will not be counted as school days. After the grievance has been initiated and responded to within the specified time limits at the appropriate first step of this procedure, either party shall be able to extend the time limits to the reopening of school in September by written notification to the other party.

E. Employee Rights

1. Nothing contained herein shall deny to any employee his rights under State or Federal Constitutions and Laws.
2. No employee shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
3. All documents, records and communications 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 nor shall the file or any of the contents therein be disclosed in any way to anyone outside the Woodbury School District.

ARTICLE V

DISCIPLINE AND DISCHARGE

- A. All employees shall be probationary for the first ninety (90) days of employment. Thereafter, each employee shall be issued an annual employment contract with a two (2) week termination provision. The two (2) week termination provision may be waived when discharge is for cause.

- B. A probationary employee may be disciplined or dismissed for any reason considered justifiable by the Business Administrator. Notification of discipline or dismissal shall include a written statement of reasons for non-employment. Within five (5) calendar days of receipt of notification of dismissal, the employee may request in writing a meeting to discuss the termination with the Superintendent of Schools. The Superintendent shall schedule a meeting within five (5) calendar days of receipt of the written request from the employee. The Superintendent must notify the employee in writing of his final determination within three (3) days of the meeting. Any disciplinary action of a probationary employee shall not be subject to the grievance procedure of this Agreement.
- C. Violations of Board policy, rules or regulations shall be cause for disciplinary action as outlined below when just cause exists. Employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure provided under this Agreement. There shall be four (4) separate penalties applied when it is necessary to impose discipline on any of the employees of the Board.
1. Oral reprimand. The reprimanded employee will, within five (5) of his days at work, sign a notice to his personnel file acknowledging that the oral reprimand was issued. The employee's signature does not indicate agreement with the reprimand. Failure to issue the notice to the personnel file within five (5) of the reprimanded employee's days at work shall mean that an oral reprimand was not given.
 2. A written reprimand shall be placed in the employee's personnel file in the case of minor offenses. The Board shall furnish the employee and the Association with a copy of the reprimand. The employee shall be required to sign the file copy for the sole purpose of acknowledging receipt of a copy.
 3. Suspension from work (without pay) for periods varying from one (1) to fifteen (15) days, according to the gravity of the offense and the previous record of the employee concerned, is to be applied in cases of a first serious offense or continued or repeated minor ones.
 4. Discharge.
 5. If an employee is required to attend a meeting with the Board, Superintendent or a designated representative for the purpose of discipline, he will be so advised in writing and shall have the right to have an Association representative present during such a meeting.
 6. The Board may bypass any step of this procedure based on the offense (such as theft, fighting, child molesting, substance abuse, etc.) and record of the employee.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association shall be permitted to transact official Association business on school property during nonschool hours subject to administrative approval and provided that this shall not interfere with or interrupt normal school operations.
- B. Liaison Committee
A liaison committee will be established and shall meet four (4) times per year to review current issues.

ARTICLE VII

WORK YEAR

- A.
 - 1. The full-time work year calendar will be established by June 1st of each year for the July 1st - June 30th fiscal year. Thirteen paid holidays and due vacation time will be recognized.
 - 2. A standard full-time work week will be Monday through Friday/40 hours.
 - 3. The full-time work day shall consist of eight (8) hours plus a one-half (1/2) hour lunch break for the day shift and eight (8) hours including a one-half hour lunch break for shifts beginning after 3 p.m. and before midnight.
- B. The length of the part-time work day will be determined by the administration.
- C. Starting times for all work shifts will be determined by the administration.
 - 1. Full-time employees assigned to work shifts that regularly work past midnight will receive a twenty-five cent (\$.25) per hour shift differential. The shift differential will only be paid for actual time worked on the late shift.
- D. Overtime pay at one and one-half (1 ½) times the employee's regular rate of pay will be paid for all work performed in excess of forty (40) hours in any work week including sick, personal, vacation and holidays provided the vacation or personal day was scheduled prior to the scheduling of the overtime. Time spent on Worker's Compensation is excluded from the overtime computation.
 - 1. The scheduling and distribution of overtime will be done on an equitable basis in accordance with the needs of the district.
 - 2. Employees who are required to work on holidays as defined in Article VIII will be compensated in addition to the regular day's pay at the rate of

time and one-half for all time worked.

3. The Board may require employees to work overtime; employees will be given advanced notice of required overtime when possible.
- E. All emergency call-ins that are not contiguous to the employee's work shift shall be for a minimum of two and one-half (2 1/2) hours at the overtime rate of time and one-half.
- F. All non-emergency call-ins that are not contiguous to the employee's work shift shall be for a minimum of one (1) hour at the overtime rate of time and one-half.
- G. Employees may be assigned to on-call status. Employees on-call must be able to reach the district within forty-five (45) minutes of receiving a notice to report. Employees on-call who are required to report to work will be compensated in accordance with Sections D and E of this Article.
1. On-call employees will be provided with a beeper.
 2. On-call employees will be compensated at the rate of five dollars (\$5.00) per week day (6 a.m. Monday through 12 a.m. Saturday) and twenty-five dollars (\$25.00) per weekend (12 a.m. Saturday through 6 a.m. Monday.)
 3. The requirement for on-call assignments will be determined by the Administration.

ARTICLE VIII

HOLIDAYS AND VACATIONS

A. Holidays

1. All full-time twelve (12) month employees shall be entitled to thirteen (13) paid holidays per year.
2. These holidays shall include:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	
3. The remaining six (6) holidays shall be determined on an annual basis when the school calendar is established. Employees will be notified of the dates of the six (6) holidays not later than June 30th of each year.
4. In the event a holiday listed in Subsection 2 above falls on a Saturday or Sunday, the holiday will be celebrated on the preceding or following day respectively. In the event the schools are open on any scheduled holiday, an alternate holiday will be scheduled by the Board.
5. The Association will submit a suggested holiday schedule for the Board's consideration prior to April 1st of each year.
6. All part time twelve (12) month employees shall be entitled to Christmas Day and New Year's Day as paid holidays.

B. Vacation

For the initial year of employment, employees hired after July 1st shall earn pro-rata vacation time in accordance with the number of months employed in that year up to a maximum of ten (10) days. Such vacation time shall be rounded to the nearest full day. Vacation days are earned during the school year and accrue to the employee's record each July 1st.

Each full-time twelve (12) month employee shall be eligible for two (2) weeks of vacation during the second year of employment and two (2) weeks of vacation each succeeding year until the employee completes seven (7) continuous years. Beginning the eighth (8th) year and continuing until the employee has completed fifteen (15) full years of continuous employment, the employee shall be eligible for three (3) weeks of vacation. Beginning the sixteenth (16th) year the employee shall be eligible for four (4) weeks of vacation.

1. Vacation times shall be scheduled at the discretion of the Superintendent or designee.
2. Vacation days shall not be scheduled during the two (2) weeks prior to the opening of school in September, unless approved by the Superintendent. The Superintendent's decision is not grievable.

3. Employees will not be permitted to take more than two (2) weeks of vacation during the summer months unless specific approval is granted by the Superintendent for good cause. Vacation requests for winter recess will be granted based on a rotation of seniority. One (1) maintenance person and four (4) custodians must be in the district at all times.
4. Vacation time is not accruable long term. An employee may carry a total maximum of five (5) vacation days into the next year.

C. Vacation - Part-Time Employees

Twelve (12) month part-time employees who have completed three (3) or more years of service will receive an annual paid vacation of one (1) week.

- D. Employment in the Woodbury Public Schools for one hundred and thirty (130) work days shall count as a full year's employment for the purpose of calculating vacation time.

ARTICLE IX

SALARY AND EMPLOYMENT

- A. Upon initial employment in the school district the board shall have total discretion in determining initial salary.
- B. The salaries of all employees covered by this Agreement are set forth in Exhibit D attached hereto and made a part hereof.
- C. Pay checks will be available to day time employees by lunch time whenever possible.
- D. The Board shall provide three (3) uniforms per year to each employee.
- E. The Board shall provide clothing appropriate to the performance of special jobs on an as-needed basis but no more than one per year. The following items will be issued: rain slickers and gloves. Disposable protection for personal footwear will be issued as needed.

ARTICLE X

HEALTH INSURANCE

- A. The Board agrees to provide health insurance coverage for each employee who is regularly scheduled to work thirty (30) or more hours per week excluding overtime. The Board will offer husband and wife, parent and child, or full family

health insurance coverage to each employee who desires such coverage according to the employee's needs. The cost of this dependent coverage shall be shared with the Board paying eighty-five percent (85%) and the employee paying fifteen percent (15%) of the annual premium cost. The insurance will cover the New Jersey State Health Benefits Program or equivalent coverage.

- B. The cost of the dental insurance coverage (New Jersey Dental Service Plan I.A.) for each employee who is regularly scheduled to work thirty (30) or more hours per week excluding overtime shall be shared with the Board paying eighty-five percent (85%) and the employee paying fifteen percent (15%) of the annual premium cost.
- C.
1. The Board will reimburse each employee who is regularly scheduled to work thirty (30) or more hours per week for personal and/or family prescription or optical expenses that are not covered by insurance. In order to receive reimbursement the employee must present dated receipts and proof of rejection by an insurance carrier for each individual year. Payments will be made for the preceding twelve (12) months provided the employee submits the required verification and vouchers as stated below. Reimbursement shall be made up to seven hundred and seventy-five dollars (\$775.) per employee.
 2. Prior to requesting reimbursement, the employee must submit the billing of eligible items to any insurance carrier which provides or may provide coverage for such service. This includes not only insurance coverages provided by the Board, but insurance coverages provided privately or by some other employer. The Board shall have the right to require the employee to verify, under oath, that said coverage does not exist, if such is the case.
 3. The Board shall not be required to consider any item for reimbursement until the employee has presented a receipted bill or other proof of payment of such cost and evidence that the employee has sought insurance coverage for such cost and such coverage has been denied.
 4. Proof of payment and evidence that the claim is not covered by other insurance shall be presented to the Secretary of the Board of Education, along with a voucher requesting reimbursement, not later than June 30th or September 30th of each year. The Board shall pay the reimbursement to which the employee is entitled no later than July 31st or October 30th immediately following the June or September filing deadline.
 5. In order to be eligible for the reimbursement provided in this paragraph, the proof of payment and evidence of no coverage by other insurance must be presented by September 30th for any service rendered prior to the immediately preceding June 30th. Any claim not presented by September 30th shall be waived and the employee shall thereafter have no further claim to reimbursement under this paragraph.
 6. The Board will provide written instructions for completing vouchers,

thereafter, incorrect or incomplete submissions will be rejected and the employee shall thereafter have no further claim to reimbursement under this section for the year in question.

- D. The Board will provide temporary disability income plan for all full time employees. The plan shall be either the NJEA Umbrella Temporary Disability Benefits Plan I or its equivalent. The Board shall select the carrier. The Board's premium cost for the temporary disability income plan shall not exceed one percent (1%) of the eligible employee's taxable wages up to the amount of each employee's taxable wages that would be assessed for enrollment in the State of New Jersey Temporary Disability Benefits Program.

ARTICLE XI

POSTINGS

- A. A notice of any vacancy in positions listed in the Recognition clause shall be sent to and posted in each school and a copy shall be sent to the Association. The posting will include a closing date for applications.
- B. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent. Employees will receive written notice of receipt of application. Part time employees who apply for full time positions shall be interviewed.
- C. Each vacancy shall require a separate application.

ARTICLE XII

EMPLOYEE EVALUATION

- A.
 - 1. All employees shall be evaluated at least once a year in accordance with Board policy. The employee shall have the right to submit a written rebuttal within ten (10) work days.
 - 2. Upon receipt of the evaluation report an employee who requests an evaluation conference shall be granted the conference. Requests must be made within three (3) days of receipt.
- B. The employee shall be given a copy of any document that will be placed in his personnel file. The employee shall sign the file copy for the sole purpose of acknowledging receipt of the document.

ARTICLE XIII

STAFF DEVELOPMENT

- A. Staff employees who have completed two (2) years of continuous service are eligible for course reimbursement. All courses must be approved, in writing, by the Superintendent. Approval shall be at the Superintendent's discretion.
- B. The Board will reimburse costs of tuition, fees and books for courses and workshops up to three hundred dollars (\$300.00) per school year. Such refunds will be to employees still in the Board's employ upon presentation of the receipted bills and transcript of credit or official report of grade form evidencing satisfactory completion of the course.
- C. The Board will reimburse payment for fees related to renewal of seal licenses necessary for the performance of school duties.

ARTICLE XIV

LEAVES OF ABSENCE

- A. Sick Leave
 - 1. All employees under contract for a full school year shall be entitled to twelve (12) days of sick leave each school year. Employees employed after July 31st will receive one (1) sick day per month of employment. All sick leave days will be credited to the employee's account as of the first day of the employee's work year whether or not the employee reports for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
 - 2. When an employee's absence due to personal illness exceeds the total number of sick leave days accumulated, the employee may be granted a leave of absence covering the remaining period of illness without pay.
 - 3. Sick leave referred to herein will be defined in applicable New Jersey Statutes now or hereafter in effect.
 - 4. Employees shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.
 - 5. (a) Upon retirement in accordance with the provisions of the Public Employees Retirement System, employees shall be paid two (2) full days' pay calculated at the rate of one-two hundredth (1/200) of their annual salary for every five days unused sick leave accrued.
(b) The estate of employees who are eligible to retire in accordance with the provisions of the PERS but employed by the Board shall be paid for the deceased employee's accrued sick leave as specified in subsection a.

6. Each employee's unused personal leave days as specified in Section B.4 of this Article will be accumulated for the employee's future use as extended sick leave days. These accumulated personal leave days shall be available for use by the employee as sick leave days after all current and accumulated sick leave days have been exhausted. Accumulated, unused personal leave days shall be eligible for conversion to severance pay under the provisions of Section A.5.(a) of this Article.

B. Personal Leave of Absence (Full Time Only)

The Board realizes that unusual circumstances other than illness occasionally make it necessary for employees to be absent from work. The Board establishes the following list as maximum days employees may be absent for other acceptable reasons during a school year without loss in salary. This time expires at the end of each school year and is therefore not accumulative.

1. An allowance of up to five (5) days leave per occurrence shall be granted for a death in the immediate family. One additional day shall be permitted under the provision of a substitute's wage deduction. Immediate family may be considered grandparents, father, mother, spouse, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, and members of the employee's household.
2. An allowance of up to three (3) days leave may be granted for serious illness in the immediate family. (Immediate family same as No. 1 above.)
3. An allowance of one (1) day's leave may be granted for the death of other relatives.
4. An allowance of up to three (3) days leave per school year with prior application with reason to the Business Administrator may be granted for reasons of a personal nature. These include, but are not limited to:
 - (a) Court Subpoena.
 - (b) Marriage of father, mother, brother, sister, son, daughter or the employee.
 - (c) Personal business which cannot be handled outside of school hours must include a specific reason for absence on Monday and Friday. All requests must be approved by the Superintendent.
 - (d) Religious holidays.
5. An allowance for one (1) day may be granted for the purpose of providing transportation to or from the hospital in the event of child birth by the spouse.
6. For the protection of the employee and for proper payroll accounting and audit, every request for a personal leave of absence of a full day or more must be made to the Business Administrator in writing. Absence not covered by any of the above provisions will cause salary deductions.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

- A. Occasionally, it is necessary for employees to be absent for long periods of time generally as the result of emergencies or other circumstances beyond the control of the employee. The following provisions are set to guide the manner in which certain emergencies are to be treated. All leaves shall be applied for in writing and if approved, will be granted in writing.

- B. Pension, and other employment rights of employees who shall enter military service shall be protected as set forth in Title 18A:6-33 and Public Laws of 1944—Chapter 226.

- C. 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 or the personal medical disability has terminated. During such time of medical disability leave, the employee shall be covered by existing health insurance and benefits in accordance with the rules established by the health insurance carrier. The Board reserves the right to seek medical confirmation of the sick leave period by having the employee claiming sick leave due to medical disability examined by a physician selected by the Board. Conflicting medical opinions will be resolved by an examination by a mutually agreeable third doctor whose decision shall be binding.

- D.
 - 1. Employees may apply for a child-rearing leave of absence in conjunction with a sick leave of absence for child-rearing purposes. The child rearing leave shall commence on the date specified by the employee and will continue for the balance of the school year in which the birth occurs. Application for child-rearing leave shall be made to the Superintendent at least ninety (90) calendar days prior to the proposed commencement of the leave.
 - 2. Employees, upon written request, shall be granted a child-rearing leave for one (1) additional school year (September – September) immediately following the school year in which the initial child-rearing leave was granted, provided that this additional leave does not extend the total leave time beyond twenty-four (24) calendar months.
 - 3. Child-rearing leave shall be without pay. Upon request, the Board Secretary will provide the employee with the necessary information in order that the employee can take over payment of insurance payments.

- E. Employees adopting an infant child shall receive similar leave which shall commence upon his receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption. The Board reserves the right

to set the term of the leave within reasonable limits in the best interests of the school.

- F. All benefits to which an employee was entitled at the time the leave commenced and which are still available to the employees at the time of return, including unused accumulated sick leave shall be restored to an employee returning from leave; and he shall be assured his original position or similar position within the area of his interests, abilities, and training following the completion of leave, provided he notifies the Superintendent of Schools of his intent to return prior to February 1st.
- G. Leave for emergency military duty up to ninety (90) calendar days will be granted by the Board to any regular employee who is a duly qualified member of the reserve components of the armed forces and who is called into temporary active duty, provided such obligation cannot be fulfilled on days when school is not in session. During the leave, the employee shall receive his regular salary in addition to any pay he receives from the state or federal government. This provision specifically excludes periods of basic military training.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be found to be contrary to law, that portion of the provision shall be considered void, but all other provisions and portions of the provisions not voided shall continue to be in full force and effect.
- B. The Board and the Association agree that there should be no discrimination against any employee on the basis of age, race, creed, color, national origin or sex.
- C. In accordance with NJSA 34:13a-1 et seq., any changes or modifications in the terms and conditions of employment existing on the date of this Agreement will be made only through negotiations by the Board and the Association.
- D. Any individual contract between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- E. The Board agrees:
 - (1) it will neither directly nor indirectly discourage or deprive any employee in the enjoyment of any rights conferred by the laws or the constitution of New Jersey and the United States, issues alleging unfair practices will

- be referred to Public Employment Relations Commission;
- (2) it will not discriminate against any employee because of his membership in the Association and its affiliates or collective negotiations with the Board or his institution of any grievance under this Agreement; and
 - (3) the rights granted to employees in this Agreement are in addition to those provided in the above-mentioned laws and Constitutions.

ARTICLE XVII

REPRESENTATION

- A. The Association shall, on or before September 30th, deliver to the Board a written statement containing the following:
 - (1) A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
 - (2) A statement that the Association has established a “demand and return system” in accordance with the requirements of N.J.S.A. 34:13A-5.4.
 - (3) A statement establishing the amount of yearly representation fees to be deducted from salaries of each non-member. Such representation fee shall be eighty-five percent (85%) of the regular membership dues, fees and assessments.
 - (4) A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

- B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such non-members as defined in subsection 1.a. above in accordance with Section C below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

- C. 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:

 - (1) in November; or
 - (2) thirty (30) days after the employee begins his employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, 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. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to

- the Association.
- D. 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.
- E. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries or any employee of any sum of money as a representation fee under the provisions of this Agreement provided the Board has fully complied with the requirements contained herein. In addition, the Board shall be required to make available any and all public records necessary for such defense.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2002 and shall continue in effect until midnight, June 30, 2005.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized officers all as of the day and year first above written.

BOARD OF EDUCATION OF THE CITY OF WOODBURY
AND THE COUNTY OF GLOUCESTER, N.J.:

ATTEST:

WOODBURY EDUCATION ASSOCIATION

ATTEST:

APPENDIX A

WOODBURY SCHOOL DISTRICT GRIEVANCE FORM

Grievant's Name _____

Date & Time Presented _____

School _____ Building Principal _____

Provision or Agreement Violated _____

Nature of Violation (Describe fully: What, Where, When) (If additional space is required, attach second sheet).

Relief Sought by Aggrieved or Association

Signature of Grievant _____

Association Rep. _____

Received by _____ Date _____ Time _____

All grievances are to be presented at Step 1 except grievances initiated in accordance with the provisions of Articles VI, Section C.3. or C.8.

STEP 1 ANSWER

By _____ Title _____ Date _____

Received: Assoc. Rep. _____ Date _____ Time _____

Aggrieved _____ Date _____ Time _____

STEP 2

By _____ Title _____ Date _____

Received: Assoc. Rep. _____ Date _____ Time _____

Aggrieved _____ Date _____ Time _____

STEP 3

By _____ Title _____ Date _____

Received: Assoc. Rep. _____ Date _____ Time _____

Aggrieved _____ Date _____ Time _____

APPENDIX B

ATHLETIC - EXTRA CURRICULAR

<u>SPORT</u>	<u>POSITION</u>	<u>CONTRACT</u> <u>YEAR</u>	<u>SALARY RANGE</u>			
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Football	Head Coach	2002-03	\$6,470	\$7,095	\$7,795	\$8,120
		2003-04	\$6,775	\$7,430	\$8,160	\$8,500
		2004-05	\$7,100	\$7,780	\$8,550	\$8,905
Football	Assistant Coach	2002-03	\$3,970	\$4,325	\$4,865	\$5,305
		2003-04	\$4,160	\$4,530	\$5,095	\$5,555
		2004-05	\$4,355	\$4,745	\$5,335	\$5,820
Soccer/Field Hockey	Head Coach	2002-03	\$4,185	\$4,825	\$5,265	\$5,715
		2003-04	\$4,380	\$5,050	\$5,510	\$5,980
		2004-05	\$4,590	\$5,290	\$5,775	\$6,265
Soccer/Field Hockey	Assistant Coach	2002-03	\$2,405	\$2,705	\$3,245	\$3,795
		2003-04	\$2,520	\$2,830	\$3,395	\$3,970
		2004-05	\$2,640	\$2,965	\$3,560	\$4,160
Basketball/ Wrestling	Head Coach	2002-03	\$5,400	\$5,965	\$6,480	\$6,915
		2003-04	\$5,655	\$6,245	\$6,785	\$7,240
		2004-05	\$5,920	\$6,540	\$7,110	\$7,585
Basketball/ Wrestling	Assistant Coach	2002-03	\$3,375	\$3,795	\$4,220	\$4,970
		2003-04	\$3,535	\$3,970	\$4,420	\$5,205
		2004-05	\$3,700	\$4,160	\$4,630	\$5,450
Cross Country/ Indoor Track	Head Coach	2002-03	\$2,725	\$2,975	\$3,680	\$4,185
		2003-04	\$2,855	\$3,115	\$3,850	\$4,380
		2004-05	\$2,990	\$3,265	\$4,035	\$4,590
Baseball/Softball/ Track	Head Coach	2002-03	\$4,380	\$5,070	\$5,585	\$5,965
		2003-04	\$4,585	\$5,310	\$5,850	\$6,245
		2004-05	\$4,805	\$5,560	\$6,125	\$6,540
Baseball/Softball/ Track	Assistant Coach	2002-03	\$2,585	\$2,830	\$3,495	\$3,970
		2003-04	\$2,705	\$2,965	\$3,660	\$4,160
		2004-05	\$2,835	\$3,105	\$3,835	\$4,355
Tennis/Swimming	Head Coach	2002-03	\$2,855	\$3,235	\$3,810	\$4,380
		2004-05	\$3,135	\$3,545	\$4,175	\$4,805

APPENDIX B

ATHLETIC - EXTRA CURRICULAR

<u>SPORT</u>	<u>POSITION</u>	<u>CONTRACT</u>	<u>SALARY RANGE</u>			
		<u>YEAR</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Tennis/Swimming	Assistant Coach	2002-03	\$2,405	\$2,585	\$2,705	\$2,895
		2003-04	\$2,520	\$2,705	\$2,830	\$3,030
		2004-05	\$2,640	\$2,835	\$2,965	\$3,175
Golf	Head Coach	2002-03	\$2,670	\$2,855	\$2,975	\$3,235
		2003-04	\$2,795	\$2,990	\$3,115	\$3,385
		2004-05	\$2,925	\$3,135	\$3,265	\$3,545
Cheerleading (Fall)	Head Coach	2002-03	\$3,035	\$3,300	\$3,680	\$4,120
		2003-04	\$3,175	\$3,455	\$3,850	\$4,310
		2004-05	\$3,330	\$3,620	\$4,035	\$4,515
Cheerleading (Fall)	Assistant Coach	2002-03	\$2,040	\$2,285	\$2,585	\$2,825
		2003-04	\$2,135	\$2,395	\$2,705	\$2,960
		2004-05	\$2,240	\$2,510	\$2,835	\$3,100
Cheerleading (Winter)	Head Coach	2002-03	\$3,035	\$3,300	\$3,680	\$4,120
		2003-04	\$3,175	\$3,455	\$3,850	\$4,310
		2004-05	\$3,330	\$3,620	\$4,035	\$4,515
Cheerleading (Winter)	Assistant Coach	2002-03	\$2,040	\$2,285	\$2,585	\$2,825
		2003-04	\$2,135	\$2,395	\$2,705	\$2,960
		2004-05	\$2,240	\$2,510	\$2,835	\$3,100
7th/8th Grade Programs	All Coaches	2002-03	\$1,810	\$1,925	\$2,040	\$2,170
		2003-04	\$1,895	\$2,015	\$2,135	\$2,275
		2004-05	\$1,985	\$2,110	\$2,240	\$2,380
Weightlifting		2002-03	\$2,285	\$2,450	\$2,615	\$2,745
		2003-04	\$2,395	\$2,565	\$2,740	\$2,875
		2004-05	\$2,510	\$2,685	\$2,870	\$3,015

APPENDIX C

NON-ATHLETIC - EXTRA CURRICULAR

<u>ACTIVITY</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Director, High School Chorus	\$3,905	\$4,085	\$4,280
Director, Elementary Chorus	\$1,680	\$1,760	\$1,840
Assistant Choir Director	\$1,265	\$1,325	\$1,390
Director, Band and Orchestra	\$5,055	\$5,290	\$5,545
Assistant Band Director	\$2,500	\$2,620	\$2,740
Director, Elementary Band	\$1,680	\$1,760	\$1,840
Debate	\$1,500	\$1,570	\$1,645
Dramatics	\$3,010	\$3,150	\$3,300
Dramatics Assistant	\$940	\$985	\$1,035
Visual Education	\$1,500	\$1,570	\$1,645
Class Advisors:			
9th Grade	\$1,085	\$1,135	\$1,185
10th Grade	\$1,085	\$1,135	\$1,185
11th Grade	\$1,800	\$1,885	\$1,975
12th Grade	\$2,040	\$2,135	\$2,240
Safety Patrol	\$1,570	\$1,645	\$1,720
Advisor, National Honor Society	\$1,200	\$1,255	\$1,315
Advisor, White & Gold	\$1,570	\$1,645	\$1,720
Advisor, Student Council - Grades 6-8	\$1,570	\$1,645	\$1,720
Advisor, Student Council - Grades 9-12	\$2,290	\$2,400	\$2,515
Advisor, Sun Dial	\$5,260	\$5,505	\$5,765
Business Manager, Sun Dial	\$1,315	\$1,375	\$1,440
Advisor, Academic Bowl	\$965	\$1,010	\$1,055
Advisor, Jr. H.S. Yearbook	\$1,500	\$1,570	\$1,645
Advisor, Elementary Yearbook	\$565	\$590	\$620
Advisor, Varsity Club	\$965	\$1,010	\$1,055
Advisor, Mock Trial	\$745	\$780	\$815
Advisor, Hollywood Kids	\$905	\$950	\$995
Advisor, America's Pride	\$625	\$650	\$685
Advisor, World Language Club	\$680	\$710	\$745
Webmaster	\$705	\$740	\$775
Pre/Post School Monitors	\$1,570	\$1,645	1,720
Detention	\$5,025	\$5,260	\$5,510
Intramural Program	\$1,085	\$1,135	\$1,190
Audio-Visual Coordinator	\$1,500	\$1,570	\$1,645
Elementary Coordinator	\$2,560	\$2,680	\$2,805
SURE	\$720	\$755	\$790
Cultural League	\$720	\$755	\$790
Health Careers Club	\$720	\$755	\$790
Ecology Club	\$720	\$755	\$790
Science Events/Competition Coordinator	\$720	\$755	\$790

Jazz Band	\$720	\$755	\$790
Technology Club	\$720	\$755	\$790

APPENDIX C

NON-ATHLETIC - EXTRA CURRICULAR

<u>ACTIVITY</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Rogate and Related Grades 6-8 Academic			
Activities	\$965	\$1,010	\$1,055
Technology Coordinator	\$2,560	\$2,680	\$2,805
Chairpersons:			
English Department	\$2,560	\$2,680	\$2,805
Social Studies Department	\$2,560	\$2,680	\$2,805
Science Department	\$2,560	\$2,680	\$2,805
Mathematics Department	\$2,560	\$2,680	\$2,805
Foreign Language Department	\$2,560	\$2,680	\$2,805
Guidance Department	\$2,560	\$2,680	\$2,805
Health/PE Department	\$2,560	\$2,680	\$2,805
Related Arts Department	\$2,560	\$2,680	\$2,805
Special Education Department	\$2,560	\$2,680	\$2,805
Technology Department	\$2,560	\$2,680	\$2,805
Secondary Coordinators: Grades 6, 7, 8	\$2,560	\$2,680	\$2,805
Color Guard - Year	\$1,605	\$1,680	\$1,760
Junior High Jazz Band	\$500	\$525	\$550
Coordinator, Pre-School	\$5,000	\$5,235	\$5,485
Coordinator, Child Study Team	\$4,000	\$4,190	\$4,385
Chinese Club	\$690	\$720	\$755
Dance Club	\$690	\$720	\$755
Middle School Clubs:			
Cooking	\$500	\$525	\$550
Art - Semester 1	\$500	\$525	\$550
Youth to Youth - Semester 1	\$500	\$525	\$550
Ceramics - Semester 1	\$500	\$525	\$550
Swimming - Semester 1	\$500	\$525	\$550
Ladybug Club - Semester 1	\$500	\$525	\$550
Computers - Semester 1	\$500	\$525	\$550
Bowling - Semester 1	\$500	\$525	\$550
Drama - Semester 1	\$500	\$525	\$550
Science - 4 H - Semester 2	\$500	\$525	\$550
Chess - Semester 2	\$500	\$525	\$550
Crafts - Semester 1/Semester 2	\$500	\$525	\$550
Advisor, Key Club	\$625	\$650	\$685
Advisor, Interact	\$625	\$650	\$685
Advisor, Literary Magazine	\$625	\$650	\$685
Advisor, Renaissance Club (2)	\$785	\$820	\$860
Advisor, Math League	\$720	\$755	\$790

Special Projects Compensation Per Hour	\$25.	\$25.	\$25.
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APPENDIX D

ACTION RESEARCH

A stipend of \$1,200.00 will be provided for up to four (4) teachers per academic year for the design, implementation and reporting of educational research within their assigned responsibilities. The work must be proposed, in writing, prior to August 1st and must specify area of research/inquiry, form of application within the district during the upcoming year, type of data to be collected and type of reporting to be made within the district by June 1st of the same academic year. The purpose of the program is to encourage professional reading, test theories within our classrooms and share results and recommendations with colleagues.

SALARY SCHEDULE

2002 - 2005

Salary guide effective September 1, 2002 shall be Exhibit A.

Salary guide effective September 1, 2003 shall be Exhibit B.

Salary guide effective September 1, 2004 shall be Exhibit C.

No half-years of teaching experience will be considered in placement on the salary scale.

- (a) Upon retirement in accordance with the provision of the Teachers' Pension Annuity Fund, teachers shall be paid two (2) full days' pay calculated at the rate of one two-hundredth ($1/200^{\text{th}}$) of their annual salary for every five (5) unused sick leave and one (1) full day's pay calculated at the rate of one two-hundredth ($1/200^{\text{th}}$) of their annual salary for every five (5) accumulated personal leave days. Any total amount greater than \$10,000.00 owed to an individual retiree must be paid by the Board of Education over a minimum period of three school years. Teachers may request payment over a period of four (4) or five (5) years.
 - (1) For all teachers hired after June 30, 1996, the payment for total unused sick and personal leave accrued is capped at a maximum of \$15,000.00 upon retirement, in accordance with the Teachers' Pension and Annuity Fund.
- (b) The estate of teachers who are eligible to retire in accordance with the provisions of the TPAF but employed by the Board shall be paid for the deceased teacher's accrued sick leave as specified in subsection a.
 - (a) Requests for curriculum courses of study shall be made in writing with a due date of one month, unless otherwise specified.
 - (b) Curriculum work to be assigned at special projects rate with a cap on the number of total hours per project as set by the Superintendent.
 - (c) Stipend to be divided if the responsibility is assigned to more than one (1) teacher.
 - (d) In lieu of payment, released time may be provided.
Ex., professional day in-service, etc.
 - (e) Teachers who serve as instructors for inservice courses during the school year and who do not have such instruction as part of their regular duties will be compensated for such services at the special projects rate with the number of hours approved by the Superintendent.

EXHIBIT A

SALARY GUIDE

2002-2003

Step	BA	BA +15	MA	MA+	MA++	PhD
1	\$37,400.	\$38,175.	\$38,975.	\$40,250.	\$42,200.	\$44,000.
2	\$38,250.	\$39,300.	\$40,450.	\$42,250.	\$44,550.	\$45,900.
3	\$39,350.	\$40,400.	\$41,550.	\$44,250.	\$46,250.	\$47,800.
4	\$40,950.	\$41,980.	\$43,100.	\$46,250.	\$48,150.	\$49,700.
5	\$42,650.	\$43,650.	\$44,750.	\$47,750.	\$49,950.	\$51,600.
6	\$44,525.	\$45,500.	\$46,550.	\$49,250.	\$51,750.	\$53,500.
7	\$46,250.	\$47,200.	\$48,250.	\$50,750.	\$53,550.	\$55,500.
8	\$47,825.	\$48,970.	\$50,200.	\$52,750.	\$55,350.	\$57,500.
9	\$49,525.	\$50,880.	\$52,000.	\$54,750.	\$57,850.	\$59,500.
10	\$51,350.	\$52,560.	\$53,950.	\$56,850.	\$60,000.	\$61,500.
11	\$53,150.	\$54,240.	\$55,525.	\$58,950.	\$62,300.	\$63,500.
12	\$55,025.	\$56,330.	\$57,775.	\$61,000.	\$64,600.	\$65,500.
13	\$57,100.	\$58,640.	\$60,325.	\$63,200.	\$66,900.	\$68,300.
14	\$59,300.	\$61,560.	\$63,325.	\$66,300.	\$69,400.	\$71,300.
15	\$61,400.	\$65,380.	\$66,300.	\$68,000.	\$71,300.	\$72,750.
16	\$63,600.	\$65,700.	\$67,800.	\$70,000.	\$72,000.	\$74,000.

EXHIBIT B

SALARY GUIDE

2003 - 2004

Step	BA	BA +15	MA	MA+	MA++	PhD
1	\$38,500.	\$39,250.	\$40,000.	\$41,250.	\$42,750.	\$44,000.
2	\$39,750.	\$40,550.	\$41,350.	\$42,550.	\$44,500.	\$45,900.
3	\$40,600.	\$41,700.	\$42,800.	\$44,550.	\$46,950.	\$47,800.
4	\$41,725.	\$42,810.	\$43,900.	\$46,550.	\$48,850.	\$49,700.
5	\$43,325.	\$44,400.	\$45,475.	\$48,550.	\$50,750.	\$51,600.
6	\$45,025.	\$46,060.	\$47,100.	\$50,450.	\$52,650.	\$53,500.
7	\$46,900.	\$47,910.	\$48,925.	\$52,850.	\$54,550.	\$55,500.
8	\$48,625.	\$49,625.	\$50,625.	\$53,950.	\$56,450.	\$57,500.
10	\$51,900.	\$53,300.	\$54,700.	\$57,650.	\$60,250.	\$61,500.
11	\$53,725.	\$55,025.	\$56,325.	\$59,450.	\$62,300.	\$63,500.
12	\$55,525.	\$56,710.	\$57,900.	\$61,450.	\$64,600.	\$65,500.
13	\$57,375.	\$58,750.	\$60,125.	\$63,400.	\$66,900.	\$68,300.
14	\$59,500.	\$61,275.	\$63,050.	\$67,000.	\$69,400.	\$71,300.
15	\$61,750.	\$63,800.	\$65,850.	\$69,000.	\$72,300.	\$73,300.
16	\$64,250.	\$66,350.	\$68,450.	\$70,700.	\$73,500.	\$75,000.

EXHIBIT C

SALARY GUIDE

2004-2005

BA	BA +15	MA	MA+	MA++	PhD	
1	\$40,000.	\$40,500.	\$41,000.	\$42,000.	\$43,000.	\$44,500.
2	\$41,050.	\$41,700.	\$42,350.	\$43,800.	\$45,000.	\$46,400.
3	\$42,325.	\$43,075.	\$43,825.	\$45,625.	\$47,100.	\$48,200.
4	\$43,100.	\$44,200.	\$45,300.	\$47,425.	\$49,350.	\$50,000.
5	\$44,225.	\$45,325.	\$46,425.	\$49,225.	\$51,250.	\$51,800.
6	\$45,850.	\$46,925.	\$48,000.	\$51,075.	\$53,150.	\$53,600.
7	\$47,550.	\$48,535.	\$49,525.	\$52,875.	\$55,050.	\$55,500.
8	\$49,425.	\$50,425.	\$51,425.	\$54,675.	\$56,950.	\$57,500.
9	\$51,175.	\$52,175.	\$53,175.	\$56,450.	\$58,850.	\$59,500.
10	\$52,750.	\$53,935.	\$55,125.	\$58,250.	\$60,750.	\$61,500.
11	\$54,450.	\$55,825.	\$57,200.	\$60,100.	\$62,700.	\$63,500.
12	\$56,275.	\$57,565.	\$58,850.	\$61,950.	\$64,800.	\$65,500.
13	\$58,075.	\$59,250.	\$60,425.	\$63,950.	\$67,100.	\$68,300.
14	\$59,975.	\$61,340.	\$62,700.	\$66,900.	\$69,700.	\$71,300.
15	\$62,425.	\$63,965.	\$65,500.	\$69,575.	\$72,500.	\$73,300.
16	\$64,950.	\$67,075.	\$69,200.	\$71,500.	\$74,000.	\$75,500.

EXHIBIT D

SALARY GUIDE

2002-05

FULL TIME MAINTENANCE EMPLOYEES

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-</u>
<u>05</u>			
Employee A	\$35,296	\$36,801	
\$38,427			
Employee B	\$31,411	\$32,766	
\$34,265			

FULL TIME CUSTODIAL EMPLOYEES

<u>Step</u>	<u>2002-03</u>		<u>2003-04</u>		<u>2004-05</u>	
	<u>Custodian</u>	<u>Lead</u>	<u>Custodian</u>	<u>Lead</u>	<u>Custodian</u>	<u>Lead</u>
		<u>Cust.</u>		<u>Cust.</u>		<u>Cust.</u>
Starting	\$20,000	\$22,000	\$21,000	\$22,500	\$21,500	\$23,000
1	\$22,150	\$23,600	\$22,175	\$23,650	\$22,350	\$23,800
2	\$22,550	\$23,985	\$23,350	\$24,800	\$23,500	\$24,950
3	\$23,000	\$24,450	\$23,750	\$25,200	\$24,600	\$26,050
4	\$24,000	\$25,348	\$24,432	\$25,882	\$25,000	\$26,460
6	\$25,248	\$26,698	\$25,810	\$27,260	\$26,160	\$27,823
7	\$26,055	\$27,505	\$26,463	\$27,913	\$27,070	\$28,520
8	\$26,943	\$28,393	\$27,280	\$28,730	\$27,500	\$29,173
9	\$27,831	\$29,281	\$28,168	\$29,618	\$28,545	\$29,995
10	\$29,000	\$30,450	\$29,056	\$30,506	\$29,200	\$30,808
Long	\$31,265	\$32,715	\$32,595	\$33,215	\$30,321	\$31,621
Long					\$33,960	\$35,260

5 \$24

PART TIME CUSTODIAL EMPLOYEES

<u>Step</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Starting	\$8.00	\$8.10	\$8.20
1	\$8.21	\$8.37	\$8.48
2	\$8.52	\$8.60	\$8.76
3	\$8.90	\$8.92	\$9.00
4	\$9.28	\$9.31	\$9.34
5	\$9.66	\$9.72	\$9.74
6	\$10.56	\$10.87	\$11.19

