

**A G R E E M E N T**

**Between The**

**WEST DEPTFORD BOARD OF EDUCATION**

**and the**

**WEST DEPTFORD TOWNSHIP EDUCATION ASSOCIATION**

**Effective July 1, 2004 to June 30, 2007**

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### **PREAMBLE**

This Agreement has been entered into this 1st day of July 2004, by and between the Board of Education of West Deptford Township, the Township of West Deptford, New Jersey, hereinafter called the "Board" and the West Deptford Education Association, hereinafter called the "Association."

**ARTICLE I**  
**RECOGNITION**

A. **Association Unit**

1. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in "Chapter 123, New Jersey Laws of 1974," for all certified personnel, secretarial staff under contract, the Child Study Team, Computer Technicians, Custodial, Maintenance personnel, including groundsmen and operating employees, but excluding all other Personnel, including supervisory and executive personnel.
2. The term "employee" when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining unit as defined above.
  - a. Whenever the term "classroom teacher" is used in this Agreement, it shall refer only to teachers who are assigned classes and shall not be deemed to include members of the bargaining unit whose work schedule does not include classroom contact for instructional purposes with students on a continuing basis. Accordingly, employees such as counselors, nurses, secretaries, librarians and custodian/grounds and maintenance are not classroom teachers.

B. **Board Unit**

The term "Board" shall include its officers and agents.

C. **Negotiation Rights**

The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 123, New Jersey Laws of 1974, for the duration of this Agreement.

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**ARTICLE II**  
**NEGOTIATING PROCEDURE**

A. **Sessions**

1. Negotiating sessions shall be held in the West Deptford School facilities.
2. Negotiating sessions shall begin within the initial time period scheduled by the Public Employment Relations Commission or as otherwise mutually agreed.
3. Each session shall start and end at a time to be mutually agreed upon by the parties.

B. **Composition of Negotiating Teams**

Neither the Board nor the Association shall have any control over the selection of the negotiation representatives of the other party. However, each party's team of representatives for negotiations shall consist of no more than eight representatives.

C. **Restrictions**

No tape recorders or other mechanical or electronic recording device shall be used at any time during either negotiating sessions or fact-finding sessions.

D. **Tentative Agreements**

The tentative Agreement is not binding until ratified by the W.D.E.A. and adopted by the majority vote of the eligible members of the Board of Education respectively.

**ARTICLE III**  
**AGENCY FEE**

REPRESENTATION FEE

- I Purpose of Fee - If an employee does not become a member of the Association during any membership year (i.e., September 1 to August 31) which, is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- II Amount of Fee/Notification - At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.
- III Deduction and Transmission of Fee
- A. Notification - On or about September 15 of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1<sup>st</sup> of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
- B. Payroll Deduction Schedule - The Board will deduct from the salaries of the employees referred to in Article I section A.1, the full amount of the yearly representation fee as determined by the State.
- C. Mechanics - Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
- D. Changes - The Association will notify the Board in writing of any changes in the list provided for in Paragraph III A above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the Board received said notice.
- E. New Employees - On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, Social Security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.
- F. The Association shall indemnify, defend and save harmless the Board of Education against any and all claims, demands, suits or other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, suits challenging the legality of this provision.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

A. Definitions

1. A grievance is a claim by an employee, or a group of employees and/or the Association, based upon a violation of any provision of the Agreement or written Board policies or as written in N.J.S.A. 34-13a-5.3.
2. An "aggrieved person" is the person or persons making the claim.  
A "party in interest" is the person or persons making a claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

"Unit Head" is defined as including the Principal, Director of Facility Management or Director of Special Services (the aggrieved person's immediate supervisor).

B. Purpose

1. The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings shall be kept confidential at each level of the procedure, subject to any applicable right-to-know laws.
2. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, providing the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

1. The aggrieved person shall be entitled, at his/her option, to be represented by an Association representative at every step of the grievance procedure.
2. If the matter is not resolved to the satisfaction of the aggrieved person, after informal discussions, he/she shall set forth his/her grievance in writing to the Unit Head. The written grievance shall specify:
  - a. the nature of the grievance,
  - b. the article and section of the Agreement or written Board policies allegedly violated,
  - c. the day of the alleged grievance,
  - d. the results of previous discussions,
  - e. a statement regarding the relief sought, and
  - f. signature of the aggrieved person.

The written grievance shall be submitted within fourteen (14) calendar days following the alleged grievance, including grievances, which arise at the end of the school year involving a ten-month employee. (The term school day and work day shall be used interchangeably.) If the grievance is not submitted in writing within the aforementioned time span, the grievance shall be declared void.

The Unit Head shall render his decision in writing to the aggrieved person within five (5) work days.

3. If the aggrieved person is not satisfied with the disposition of his/her grievance by the Unit Head, he/she may appeal the decision in writing to the Superintendent of Schools.

Such appeal shall be made within five (5) work days. The Superintendent of Schools shall render his decision in writing to the aggrieved person within ten (10) work days.

4. If the aggrieved person is not satisfied with the disposition of his/her grievance by the Superintendent, he/she may appeal the decision in writing to the Board. Such appeal shall be made within five (5) work days.
5. The aggrieved person may request a hearing before the appropriate committee of the Board and said hearing shall be granted. The hearing shall be held within two (2) calendar weeks. The Board shall render a written decision to the aggrieved person within thirty-one (31) calendar days.
6. If the aggrieved person is not satisfied with the disposition of his/her grievance by the Board and he/she wishes review by a third party, he/she shall so advise the Board in writing, through the Superintendent of Schools, of his/her appeal. Such appeal shall be made within ten (10) work days from receipt of the Board's decision.
7. *Custodial/Maintenance/Grounds has not negotiated for PERC level grievance procedure, therefore chain of command is Unit Head, Board Secretary, Superintendent, Board.*
- 8.a. Within ten (10) work days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator. The arbitrator shall limit him/herself to issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from this Agreement.
  - b. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision no later than twenty (20) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory in nature.
  - c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

The aggrieved person may proceed individually through the grievance procedure, or at his/her option, with a representative designated by the Chairperson of the P.R. & R. Committee of the

Association and/or with the President of the Association. When an employee is not represented by the Association, the Association shall have the right to submit its views on the matter.

E. Miscellaneous

1. It shall be the practice of all parties in interest to conduct meetings and hearings under this Article in private at times which do not interfere with assigned duties.
2. All employees, including the aggrieved, shall continue under the direction of the administration until such grievance is resolved.
3. Board decisions shall be final and binding on the grievances concerning:
  - a. Any matter for which a specific method is prescribed and expressly set forth by law, by rules or regulations having the force of law, or rules or regulations of the State Commissioner of Education, or
  - b. The termination of services or failure to reemploy any non-tenured employee, or
  - c. A complaint by any certified personnel occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in, any position for which tenure either is not possible, or is not required, or
  - d. Any matter which according to law is beyond the scope of Board authority, or
  - e. Items limited to the unilateral action of the Board of Education.
4. If, in the judgment of the Association, an alleged grievance affects a group or class of employees, the grievance procedure shall commence with the Superintendent of Schools unless the action complained of was initiated by the Unit Head, in which case the grievance procedure shall commence with the Unit Head. The Unit Head(s) shall be consulted prior to the submission of said grievance.

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**ARTICLE V**  
**EMPLOYEE HOURS AND TEACHER LOAD**

A. Employee Day

1. Check-in Procedure

- a. Each Unit Head in consultation with the Superintendent of Schools shall establish procedures for regulating the check-in and check-out procedures of his/her staff. This shall be based upon the needs of the students attending each building. No time clocks shall be used to accomplish this task. The actual arrival and departure times for teachers shall be determined by the Superintendent of Schools in consultation with the Unit Head. Adequate supervision of students before and after school and extra help needs of students must be considered in establishing time requirements.
- b. The Director of Facility Management, in consultation with the District Business Administrator and the Superintendent of Schools shall establish procedures for regulating the check-in and check-out procedures of his/her staff. This shall be based upon the custodial and maintenance needs of the educational program in each building.
- c. Establishment of Work Hours Custodial/Maintenance  
The Director of Facility Management shall establish hours for the custodial and maintenance staff in accordance with the demands of their respective duty stations and/or job assignment.



The normal work week for all custodial and maintenance personnel shall be forty (40) hours, not including lunch. The weekly work schedule shall be determined by the Director of Facility Management.

2. Teacher Early Departure on Student One-half (1/2) Day and Inservice Program Days:  
On the last full student day of the week, teachers are not required to stay in excess of ten (10) minutes after students leave except in an emergency as determined by the administration. If the last full student day occurs before a 1/2 day of school for students, teachers may still leave early on the last full student day.

On 1/2 days of school for students, the work day for teachers will be 7-1/2 hours, unless shortened by the Superintendent of Schools.

When teachers are required to return to school on student half-days because of scheduled parent conferences, employees may leave ten minutes after student dismissal. Teachers will not be required to work more hours than the contractual day without extra compensation.

3. Length of Day for Secretaries  
The normal work week for all secretarial personnel shall be forty (40) hours.

The normal day during the school year shall be eight (8) hours, plus a 30-minute lunch for secretaries.

The normal working day during the summer periods shall be seven (7) hours.

During the school year on the last full working day of the work week all secretarial personnel shall be permitted to leave one-half hour before the end of their normal working day.

Secretaries will have a one (1) hour lunch period on non-cafeteria days.

4. Length of Day for Custodial and Maintenance Staff
- a. The normal work day shall be eight and one-half hours ( $8 \frac{1}{2}$ ) hours, including a 30 minute unpaid lunch and two (2) 15 minute paid breaks.
  - b. When an employee is assigned or works a shift when the district facilities are closed for the normal educational program, but are open for an activity, the following shall apply relative to hours and lunch schedule:
    1. Only employee in the facility:
      - a. The schedule of work shall consist of 8 hours or as scheduled. The lunch period shall be part of the 8 hours and shall be considered a paid lunch period.
      - b. The employee is not permitted to leave the facility during assigned time.

2. Two or more employees assigned to the function:
  - a. The scheduled work day shall consist of 8 ½ hours or as scheduled.
  - b. The lunch period shall be an unpaid ½ hour period each with a different lunch period.
  - c. One employee at a time would be permitted to leave the building for lunch.

Overtime

- a. Overtime shall be paid at the rate of time and a half the employee's regular hourly rate of pay for all paid time in excess of forty (40) hours in any work week up to and including holidays, 2 vacation, personal and/or sick days. Overtime will be assigned by the Director of Facility Management.
- b. Double-time for Holidays and Sundays.

B. Teaching Load

1. Middle School and High School

- a. The normal weekly teaching load shall not exceed five (5) class assignments.
- b. In the event a sixth class assignment becomes necessary, the administration will solicit volunteers. The criteria for the selection of the individual teacher shall be such as it does not conflict with the instructional requirements and is in the best interests of the educational program. At the time five (5) teachers are assigned to a sixth period class in a departmental area, the Board shall consider hiring an additional teacher for that area for the following school year, unless there is no longer a need for the five (5) extra class assignments. The final selection of the teacher assigned to a sixth class rests with the Board. The teacher shall be compensated as follows:

<b>HS/MS OVERLOAD RATES</b>	
Effective 7/01/04	\$4,000
Effective 7/01/05	\$4,125
Effective 7/01/06	\$4,250

- c. Each classroom teacher shall have designated preparation time equal to one-fifth (1/5) of the time spent in teaching. This preparation time shall be calculated on a weekly basis. The Board recognizes that team planning is essential to the success of team teaching. Consequently, wherever and insofar as possible, the administration will provide two (2) of the five (5) preparation periods per week for team planning. Occasionally, a situation will arise demanding staff supervision that may require a teacher to relinquish his/her preparation period on a particular day. The administration shall record such instances and equalize such "coverage needs" to the extent that it is possible among the total staff.
- d. Each classroom teacher shall receive a duty free lunch period based on the same time allotment provided students for lunch periods.
- e. The administration may assign non-teaching duties for the remainder of the school day (7-1/2 hours) to meet the needs of the school program.
- f. The administration may decrease teaching loads according to the needs of the curricular or the extra-curricular programs.

- g. Teachers working in the Middle or High Schools shall receive every possible consideration in limiting the number of teaching stations. Factors such as the needs of handicapped children, the limitation of the building structure, the size of the student populations, etc., must be accepted as legitimate factors affecting these decisions.
- h. In the event that Block Scheduling or any other scheduling modification is being considered to be implemented in any school, the Association shall receive adequate advanced notice of such intent and negotiations will be held and concluded prior to the implementation of the scheduling modification regarding any possible impact and/or change in terms and conditions of employment resulting from modification or change in scheduling.

2. Elementary Schools

- a. The normal daily teaching load in the elementary schools shall not exceed five (5) hours and thirty (30) minutes of pupil teaching time.
- b. Elementary School teachers shall receive a minimum of forty-five (45) consecutive minutes of duty free lunch time. This time provision shall be in effect unless an emergency should arise as deemed by the Unit Head.
- c. Elementary teachers may leave their classroom for preparation time when specialists are teaching their students. When necessary in the judgment of the principal, preparation time may be used for purposes other than preparation. During physical education activities, elementary school classroom teachers may be required to accompany their classes to the physical education class whenever the principal has determined that safety considerations require it. An example of the activities that require the assistance of the classroom teachers are gymnastics and tumbling.
- d. The administration may assign non-teaching duties for the remainder of the school day (7 1/2 hours) to meet the needs of the school program.

C. Meetings

- 1. The notice of an agenda for in-school meetings shall be given to the teachers involved or posted at least one (1) day prior to the meeting except in an emergency.
- 2. Teachers may have the opportunity to suggest school related topics for inclusions as items in the agenda.

D. Professional Development Programs

1. Peer Feedback and Peer Coaching

For those unit members participating in Peer Feedback and Coaching Programs, i.e., programs which may exist in addition to the established program of classroom visitations by High School Department Chairpersons, the Board agrees to the following limitations in regard to the scheduling of conferences and visits related to those programs.

- a. Peer feedback and peer coaching programs will exist as voluntary programs. No staff member will be required to participate and may exit at any time if benefits derived from the programs do not meet his/her expectations or if the programs become burdensome.
- b. The scheduling of peer feedback and peer coaching visits and follow-up conferences will be set by mutual agreement of the participants in consultation with the Unit Head or his/her designee.

- c. Conferences shall be held during the contractual work day which includes time periods before and after the student day, prep time and duty time.
- d. Conferences may not be scheduled at times which cause another teacher to lose his/her prep time to cover for a particular teacher.

2. Special Elementary School Considerations - Peer Feedback and Peer Coaching

- a. Peer feedback or peer coaching conferences or visits may not be unilaterally scheduled by an administrator between 8:15 A.M. and 8:55 A.M. on a day when an elementary school teacher does not have a regularly scheduled preparation period during the school day (a period created by a specialist teaching his/her students). Also, if the 8:15 A.M. to 8:55 A.M. period is being used on a given day for an administrator-directed meeting, the preparation period during that school day may not be unilaterally designated by an administrator for use to conduct peer feedback or a peer coaching visit or conference.

E. Prep Periods Used for Substitute Teacher Coverage

Any teacher who is assigned to cover an absent teacher's classes during his/her preparation period will either have the time restored within a two-week period or will receive a stipend of \$20.00. Note: At the High School, Department Chairpersons are used during the first period to cover for substitute teachers who arrive late. Said coverage is regarded as part of the duties of the position.

F. Special Assignments

1. Curriculum Development:

Special curriculum studies and projects may be established by the administration and recommended to the Board of Education for approval. Said studies and projects are limited to those which (1) do not occur as an integral part of one's duties for which compensation is already being received via a contracted salary guide; and (2) result in a written proposal or report, a workshop or clinic presentation, and/or involvement in a staff development workshop or clinic, providing the administration has formally requested the specific staff member(s) to participate. Teachers who participate in said curriculum studies and projects, as defined above, will be compensated as follows:

CURRICULUM PAY	
Effective 7/01/04	\$36/hour
Effective 7/01/05	\$39/hour
Effective 7/01/06	\$42/hour

- 2. Staff members will be notified of special assignments by building administrators in writing. Assignment notification for a project will include:
  - a. a description of the project,
  - b. the length of time necessary to complete,
  - c. the method of determining successful completion,
  - d. the date the assignment is to be completed.
- 3. A staff member who accepts a special assignment and the conditions will notify his/her Unit Administrator in writing.

4. The Superintendent of Schools shall authorize remuneration upon completion of the project in accordance with the criteria listed in Article IV, Section F, item 2.
5. Payment shall be made in a timely manner - not to exceed thirty (30) calendar days following the Superintendent's authorization.

G. In-class Support Planning:

1. High School and Middle School

All teachers participating in the "in-class support" program will be guaranteed a minimum of one common planning time per week, said time to be scheduled using the following prioritized process:

- (a) Dedication of one period of regularly scheduled planning time per week for in-class support team planning - or - (if scheduling does not permit this)
- (b) Release time from one roll call duty per week - or -
- (c) Planning time will be set-aside after school one day a week for those HS/MS staff who can't be scheduled until end of the school day. Each teacher will be paid a flat rate of \$25 per planning session. The length of the planning time will vary depending on the needs of the teachers.

2. Elementary

All teachers participating in the "in-class support" program will be guaranteed one common planning time per week, said time to be scheduled using the following prioritized process:

- (a) One period per week to be scheduled between 8:15am and 8:55am - or - (if there are complications providing this)
- (b) One period per week to be scheduled from 2:30pm until the end of the school day by matching a class special (gym, art, music, library) with the special education teacher's block of time - or -
- (c) If the K-4 in-class support team is unable to meet during school hours any given week of the year due to loss of planning time, an after-school planning time will be scheduled for that week. Regularly scheduled planning time may be lost due to cancellation of specials, faculty meetings, parent conferences, or use of one special education teacher on several in-class support teams. In the event that a K-4 in-class support team must reschedule one day of planning time after school for a given week, each teacher will be paid a flat rate of \$25 for the planning session. The length of the planning time will vary depending on the needs of the teachers.

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**ARTICLE VI**  
**NON-TEACHING DUTIES**

A. Intent

Determination of what non-teaching duties shall be performed by teachers shall remain the province of the Board. The Board and the Association are aware that teaching is a teacher's first responsibility and to that end the Board shall strive to keep non-teaching duties to a minimum. However, the Board and the Association ask all teachers to take cognizance of the fact that certain such non-teaching duties are inherent in the teaching function. It is understood that non-teaching duties are those which do not require teacher preparation time.

B. Chaperoning/Supervising After-School Activities

The Board shall pay teachers for chaperoning/supervising after-school activities listed under 1. at the following rates:

<b>CHAPERONING/SUPERVISORY PAY</b>	
Effective 7/01/04	\$53/activity
Effective 7/01/05	\$53/activity
Effective 7/01/06	\$53/activity

The Board shall pay teachers for chaperoning/supervising Board-approved, not already compensated, after-school activities listed under 1.

1. List of Compensated Activities

a. High School (not to include the advisor or activity sponsor)

- Fine Arts/Associative Arts/Physical Education Activities
- Class-Sponsored Activities
- Student Council-Sponsored Activities
- Club-Sponsored Activities

b. Middle School (not to include the advisor or activity sponsor)

- Fine Arts/Associative Arts/Physical Education Activities
- Class trips that extend beyond the contractual day
- Class-Sponsored Activities
- Student Council-Sponsored Activities

c. Elementary

- Safety Patrol Activities
- Fine Arts/Associative Arts/Physical Education Activities

d. Overnight trips related to the curriculum will be paid at the aforementioned rate for each overnight. This provision does not apply to the Senior Trip.

2. The Administration reserves the right to select teachers to whom paid activities will be offered.

In cases where there is an insufficient number of teachers to cover the activity in question, the Administration may assign the least senior teachers needed for coverage from the building originating the activity.

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**ARTICLE VII**  
**SALARIES**

A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

The salaries of all secretaries covered by this Agreement are set forth in Secretarial Schedule "E" which is attached and made a part hereof.

The salaries of all Custodial/Maintenance covered by this Agreement are set forth in Custodial/Maintenance Schedules "F" which is attached and made a part hereof.

- B. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Employees employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
- C. Employees may individually elect to have monies deducted from their monthly gross salary and deposited with the ABCO Public Employees Federal Credit Union. Notification to the Secretary of the Board from the Credit Union authorizing the payroll deductions and amount shall be made no later than five (5) weeks after adoption of the salary scale, with deductions to begin at the next pay period. Thereafter, the employees may change the amount being deducted at any time during the school year.
- D.1. Employees shall receive their semi-monthly payment on the fifteenth (15th) and thirtieth (30th) of each month during the contract year. If the 15th and/or 30th fall on a Saturday or Sunday, payment shall be made on the previous Friday.
2. When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
  3. If schools are closed on a regularly scheduled payday due to inclement weather, employees shall receive their paychecks on the first day school is in session.
- E. Teachers shall receive their final checks on the last working day in June. However, any teacher who has used all of his/her sick leave prior to the last school day in May will be notified by June fifth (5th), in writing, that his/her second June paycheck will be held in order to effect any adjustments for sick days taken during the month of June. This final check will be mailed as soon as possible after the last school day in June, but no later than ten (10) calendar days after the close of school.
- F. Salaries of extra-curricular activities sponsors, athletic coaches, and persons who have extra-duty assignments covered by this Agreement are set forth in Schedule "B", "C" and "D" which are attached hereto and made a part hereof. Individuals may not assume duties under this contract unless informed by the Board of Education, in writing, annually of their employment. The Board of Education reserves the right to add or delete positions from the aforementioned schedules. Notification of deletions of positions shall be made prior to the starting date of the activity.
- G. The Superintendent of Schools will authorize payment of extracurricular and co-curricular salaries upon completion of the service with the following exceptions:
1. Sponsors of activities which continue throughout the school year shall be paid semi-annually. (February - June)
  2. Short-term club sponsors will be paid after the completion of the activity. Payment will be made upon satisfactory completion of all reports required to be submitted to the Unit Head.
- H. Employment After January 1:  
Secretarial personnel employed after January 1 of a given year shall not be placed on the next step of the salary guide until the second succeeding July 1.
- I. Secretarial Class Change:  
When an employee transfers or is reassigned from Class II to Class I, he/she shall be given full credit for past secretarial experience.

J. Secretarial Job Classification:

1. The following secretarial organizational scheme has been established:
  - a. Class I:  
Secretaries assigned to Unit Heads, excluding confidential secretaries.
  - b. Class II:  
Secretaries assigned to: Vice/Assistant Principals; Guidance (One Class II position only); Child Study Team (Two Class II positions); Supervisors of Curriculum (K-4, 5-8, 9-12); other employees assigned to the Middle School Main Office or Business Office who regularly perform secretarial (not clerical) duties.

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**ARTICLE VIII**  
**TUITION REIMBURSEMENT**

A. Eligibility

1. Only teachers possessing a standard New Jersey State teaching license, or certificate of eligibility with advanced standing, or certificate of eligibility will be eligible to participate in the program of professional development and improvement.
2. There may be circumstances when the Board requests to have a teacher become certified in another area, or have a teacher take a specific course to meet a need, in which the teacher involved will be eligible for full participation in the Board's program for professional development.
3. An employee will not be eligible to participate in the Board's program for professional development if costs are paid by an outside agency. However, if the employee receives financial assistance from an outside agency which does not cover the complete course costs, the Board shall pay the difference, not to exceed the tuition reimbursement limitation.

B. Requirements

1. The Board will reimburse a teacher for graduate courses in his/her area of employment which are offered at an accredited institution of higher education.
2. Graduate courses may be taken to increase one's knowledge in his/her area of employment or to keep abreast of current trends in his/her area of employment.
3. Teachers enrolled in a Master's or Doctoral program may submit courses for reimbursement if (a) the graduate program is in the subject area and/or job responsibility which is the teacher's area of employment; and (b) the course requested is within the teacher's area of employment; or (c) the course requested is part of the basic professional study of teaching.  
Elective courses which do not relate directly to the teacher's area of employment and are not core courses from the basic professional study of teaching will not be eligible for reimbursement. The Superintendent will make the final decision regarding the eligibility of an elective course for reimbursement.
4. Graduate courses taken solely to gain a specialization in another discipline, or for obtaining certification in other areas such as administration, guidance, etc., would not be eligible for reimbursement.
5. Courses which are offered by the school district as part of the District Staff Development program will not be charged against a teacher's tuition reimbursement allowance.
6. The Superintendent must approve all courses in advance of enrollment. In the event of extenuating circumstances, undergraduate credits may be taken.



7. Courses must be taken on the campus of an accredited educational institution or at the extension center of such an institution. Correspondence courses are not eligible.
8. To qualify for reimbursement, a staff member must have achieved a minimum grade of "B" average or equivalent (with Pass/Fail course, a grade of "Pass") verified by official transcript from the school or institution where the credits were taken.
9. Reimbursement for courses will not be made until official transcripts and copies of the bill and cancelled check, money order or credit card statement are submitted for courses taken.

C. Reimbursement (Cap for Teachers)

1. Total reimbursement for all teachers is limited to \$50,000 for each fiscal year of the three fiscal years: 2004-05, 2005-06, and 2006-07. Courses, which are offered by the school district as part of the Staff Development program will not be charged against a teacher's tuition reimbursement allowance. On-site courses offered by the Board of Education through an accredited institution will not be charged to the cap.
2. The Board will reimburse teachers for tuition and books up to the amounts set forth below in one (1) given school year from July 1<sup>st</sup> to June 30<sup>th</sup> following. Unused tuition benefits are not transferable to another fiscal year. Maximum payment of \$2,000 per (1) class per teacher per fiscal year will be made. Courses taken by teachers after the \$50,000 cap is reached for that fiscal year will not be eligible for reimbursement.
3. Payment for approved courses shall be made within thirty (30) calendar days after receipt of all appropriate documents.
4. All employees voluntarily leaving the school system shall reimburse the Board for all tuition reimbursement granted during the current school year.
5. Custodian/Maintenance tuition reimbursement up to \$200.00/year for an advanced skill area, if approved by an administrator.

**ARTICLE IX**  
**VOLUNTARY AND INVOLUNTARY TRANSFERS**

A. General

The Board and the Association recognize that changes in assignments and transfers between schools will be necessary. Decisions affecting employees in regard to transfers and reassignments shall rest with the Board. The decision of the Board as to the filling of all vacancies shall be final.

B. Notification of Vacancies

1. Posting  
As soon as practical the Superintendent/Director of Facility Management shall post in all schools a list of known vacancies as they occur.
2. Filing of Requests  
An employee may apply for a position at any time. Application must be made in writing to the Superintendent/Director of Facility Management. Applications will be considered should a vacancy occur either during the school year or during the summer. Applications shall be renewed annually at the start of each school year.
3. As soon as practical, the Superintendent/Director of Facility Management shall notify all employees who have been reassigned or transferred. Changes made after June 30 for ten (10) month employees shall be followed by notification to the employees by certified mail.
4. The decision of the Board as to the filling of all vacancies and transfers shall be final.

C. Voluntary Transfers

1. Criteria for Reassignment

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirements or best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis of fact.

2. Notification of Reassignment

As soon as practical the Superintendent/Director of Facility Management shall notify all employees who have been reassigned or transferred. Changes made after the last day of school shall be followed by notification to the employee by certified mail to his/her address.

D. Involuntary Transfers

1. Criteria

In making an involuntary transfer, or reassignment, the conveniences and wishes of the individual employee will be honored to the extent that these considerations do not conflict with the best interests of the school system and students. When such assignment is necessary an employee's area of competence, major or minor field of study, and length of service shall be considered.

2. Notice of Reassignment

Notice of an involuntary transfer and/or reassignment shall be given to employees as soon as practical and, except in cases of emergency, not later than five (5) days following the Board's regular May meeting.

3. Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the immediate supervisor at which time the employee shall be notified of the reasons. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting.

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**ARTICLE X**  
**EVALUATION**

A. Tenured Teacher Evaluation Policy

1. Responsibility for Tenured Teacher Evaluation

Teacher evaluation is the responsibility of the Board and shall be conducted by administrative personnel in accordance with State law relative thereto.

2. Philosophy and Components of Evaluation Process

The Board agrees that teacher evaluation is an important part of improving and maintaining a good educational system. The Board confirms that the means of evaluating should be discussed between the administration and teacher, but the decision regarding the final format rests with the Board. The purpose of the annual evaluation process, which consists of classroom observation, formal and informal performance reviews via the Annual Summary Conference and the Annual Written Performance Report shall be:

- a. to improve student learning and growth,
- b. to improve the skills of tenured teaching staff members,
- c. to provide a basis for the review of the performance of tenured teaching staff members.

3. Classroom Observation

a. Frequency

All tenured staff members are to be observed for a full class period at the middle and high school levels, or its equivalent in grades K-4, at least once each year. If the administrator has noted areas of deficiency in the lesson/activity observed, an observation conference will be scheduled within five school days. During the conference, the administrator will recommend actions, which the teacher may take to address the area(s) of concern.

b. Processing of Copies of the Observation Report

- (1) The format of the observation report will be the same for all observations.
- (2) Each teacher shall receive two (2) copies of the observation report within fifteen (15) calendar days following an observation.
- (3) The teacher shall retain one (1) copy for his/her file, the other shall be signed and returned to the evaluator to be placed in the teacher's personnel file.
- (4) A tenured teacher shall have the opportunity to respond to the written observation with the evaluator.
- (5) All teachers, if they so desire, may submit a written reply to the observation. This reply shall be in duplicate, signed by the teacher and forwarded to the evaluator. The evaluator shall sign both copies and return one copy to the teacher. The other copy shall be placed in the teacher's personnel file.

4. Monitoring of the Individual Professional Improvement Plan

During the first semester of each school year, but commencing no sooner than October 15, each staff member will be requested to provide the administration with an update on the progress of his/her individual professional improvement plan (IPIP). Any impediments interfering with the completion of the IPIP are to be addressed by both teacher and administrator at this time.

5. Annual Summary Conference

Each tenured staff member shall receive a yearly comprehensive evaluation. The conference phase of this evaluation shall include, but not be limited to:

- a. Review of the performance of the teaching staff member based upon the job description.
- b. Review of available indicators of pupil progress and growth toward the program objectives.
- c. Review of the teaching staff member's progress toward the objectives of the individual professional improvement plan developed at the previous annual conference.
- d. Development of a new professional improvement plan for the coming school year.
- e. Review of the annual written performance report. The signing of said report shall occur within five (5) working days of the review.

6. Annual Written Performance Report: Two Step Process

a. Initial Phase

The Annual Summary Conference shall consist of a meeting between the teacher and appropriate administrator(s). This meeting will be structured to provide a discussion of the teacher's total performance. If areas of disagreement should arise, the teacher shall be given the opportunity to present any extenuating circumstances or arguments, which he/she feels would affect the interpretation of the matter being considered. In order to insure that the teacher will be adequately prepared for this meeting, advance notice will be extended him/her of the forthcoming conference. This notice shall include a copy of the outline to be used as the evaluative instrument. The staff member should use this outline to either write out or mentally formulate his/her own self-evaluation.

b. Second Phase

This comprehensive evaluation shall consist of the administrator(s) drafting a summary statement, after the aforementioned exchange with the teacher, which shall include, but not be limited to:

- (1) performance areas of strength,
- (2) a summary of available indicators of pupil progress and growth, and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff member,
- (3) evaluation of the individual professional improvement plan for the current year,
- (4) performance areas needing improvement based upon the job description,
- (5) an individual professional improvement plan developed by the supervisor and the teaching staff member,
- (6) provision for performance data which has not been included in the report prepared by the supervisor to be entered into record by the evaluatee within ten (10) working days after the signing of the report. (Commentary in the Annual Written Performance Report will pertain only to those matters discussed at the preliminary meeting.)

c. Processing of Copies of the Annual Written Performance Report

- (1) Each teacher shall receive two (2) signed copies of the Annual Written Performance Report.
- (2) The teacher shall retain one (1) copy for his/her file, the other shall be signed and returned to the evaluator to be placed in the teacher's personnel file.
- (3) Should the teacher substantially disagree with the written comprehensive evaluation, he/she may submit two (2) signed copies of a written statement indicating disagreement. Both copies shall be signed by the evaluator, one (1) copy returned to the teacher, the other is to be placed in the teacher's personnel file.

7. Distribution of Policy Statement

The Superintendent shall be responsible for the distribution of the Tenured Teacher Evaluation Policy to each tenured teaching staff member on or before October 1st of each school year.

B. Non-Tenured Teacher Evaluation

1. Responsibility

Non-tenured teacher evaluation is the responsibility of the Board and formal evaluations shall be conducted by administrative personnel in accordance with State Law. The Board agrees that teacher evaluation is an important part of improving and maintaining a good educational system. The Board confirms that the means of evaluating should be discussed between the administration and teacher, but the decision regarding the final format rests with the Board. Supervision shall exist for the improvement of instruction.

2. Frequency

All non-tenured teachers shall be formally observed for a full class period at the middle and high school levels, or its equivalent in grades K-4, at least three (3) times during the school year. A follow-up conference shall be held after each observation at which time teacher strengths and weaknesses shall be indicated. These observations shall be made by the supervisors or administrators under whose jurisdiction the particular staff members are assigned. If the administrator has noted areas of deficiency in the lesson/activity observed, an observation conference will be scheduled within five school days. During the conference, the administrator will recommend actions, which the teacher may take to address the area(s) of concern.

3. Reports and Procedures

Each non-tenured teacher shall receive two (2) copies of the observation report within fifteen (15) calendar days following an observation. The teacher shall retain one (1) copy for his/her file. The other shall be signed and returned to the evaluator to be placed in the teacher's personnel file.

A non-tenured teacher shall have the opportunity to respond to the written observation with the evaluator. All teachers, if so desired, may submit a written reply to the observation. This reply shall be in duplicate, signed by the teacher, and forwarded to the evaluator.

The evaluator shall sign both copies and return one (1) copy to the teacher. The other copy shall be placed in the teacher's personnel file.

4. Comprehensive Evaluation of Non-Tenured Staff

Each non-tenured staff member will undergo a comprehensive evaluation process similar to the Annual Summary Conference (A.5.) and Annual Written Performance Report (A.6.) for tenured staff, with the following exception:

- For non-tenured teachers experiencing their first year in the district, there would not be a specific individual improvement plan developed; this would take effect only for those non-tenured staff who are re-employed for a subsequent year.

5. Personnel Records

Contents of an employee's file shall, subject to this paragraph, be within the discretion of the Superintendent of Schools. No material derogatory to a teacher's conduct or service shall be placed in the teacher's personnel file unless the teacher has the opportunity to review the material. Confidential material originating outside the District as job references or letters of recommendations shall be expunged from the teacher's personnel file upon reaching tenure in the District.

6. No later than April 30th of each year, the Board shall give to each non-tenured teacher a written offer of employment for the next year or a written notice that employment shall not be offered.

C. Evaluation of Custodial and Maintenance Staff

The work performance of all custodial/maintenance employees shall be evaluated annually by the Director of Facility management and reported to the District Business Administrator and the Superintendent of Schools. Periodic evaluation will also be conducted by the department head. The Director of Facility Management shall establish the procedures and forms required for the proper and thorough evaluation of the personnel assigned to his/her unit. Personnel evaluations are to be completed by May 30<sup>th</sup>.

D. Contractual Arrangements

1. Members of the Child Study Team shall receive separate contracts if they are non-tenured, and separate Letters of Appointment, if they are tenured, for any of the work assignments described in Article XIV, paragraph B., during the fiscal year July 1st through June 30th.
2. The contracts or Letters of Appointments shall be in three categories:  
A separate contract/Letter of Appointment for the 188-day teacher work year.  
A contract/Letter of Appointment for work at the end of the 188-day teacher work year to June 30th and from September 1st to the opening of school for teachers.  
A contract/Letter of Appointment for twenty (20) days of work beginning July 1st, which can be assigned with the Director's approval, during the months of July and August.
3. All contracts or Letters of Appointment will specify the number of days to be worked during the period of employment, i.e. 188 days, or 20 days.

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**ARTICLE XI**  
**SICK LEAVE**

A. Accumulative

1. All teachers employed are entitled to ten (10) sick days each school year as of the first day they report for duty.
2. A teacher employed during a school year shall be granted one (1) day of sick leave for each month remaining in that school year beginning with the teacher's first day of duty.
3. Secretarial and Custodial/Maintenance employees who are steadily employed are entitled to ten (10) sick days in any given school year. Twelve (12) month secretaries and Custodial/Maintenance shall receive an additional two (2) days sick leave, or a total of twelve (12) days in a given year.
4. A secretary or Custodial/Maintenance employee employed during the year is entitled to one (1) day per month sick leave commencing at the first duty day.
5. Sick leave days for all employees are considered accumulative with no maximum limit and may be applied to any extended sick leave needs in subsequent years.

B. Statement

1. A written reason shall be filed for each sick day absence.
2. The Superintendent may, at his/her discretion, require medical proof under the following circumstances:

- a. when a teacher has been absent for two (2) consecutive working days,
  - b. when a teacher has been absent four (4) days in any thirty (30) calendar day periods,
  - c. whenever 15% of the teachers in any one of the School District's three units are absent on the same day,
  - d. in cases where a pattern of abuse has been determined to exist by the Superintendent.
3. The Superintendent of Schools may require from a secretary or custodial/maintenance employee a medical statement in connection with any illness that is prolonged.
- C. In-School Injury  
Payment of sick leave for a service connected disability shall be granted according to the appropriate provisions of N.J.S.A. 18A (18A:30-2.1).
- D. Prolonged Absence  
Payment for prolonged absence beyond the sick periods shall be granted according to the appropriate provisions of N.J.S.A. 18A (18A:30-6).
- E. Sick Leave Reimbursement
1. Teachers hired prior to July 1, 1992, upon retirement from the district as certified by the Division of Pensions who have completed at least 18 years of teaching service in the district, shall be paid the sum of \$40.00 per day for each day of unused accumulated sick leave, no maximum, no minimum.
  2. New teachers hired on or after July 1, 1992 must have 25 years in the district, and a minimum of 50 days of sick leave on the books to receive sick leave reimbursement.
  3. "Retirement" as used herein shall mean that the employee shall be receiving pension benefit payments from either TPAF or PERS contemporaneously with his/her separation from employment. A deferred retirement or merely vesting at the time of separation is expressly excluded from this definition.
  4. A secretary presently employed, upon official retirement from the district as certified by the Division of Pensions, who has completed eighteen (18) years of service in the district shall receive the sum of \$22.00 a day for each day of unused sick leave, no minimum, no maximum.
  5. A Custodian/Maintenance/Grounds employee presently employed, upon official retirement from the district as certified by the Division of Pensions, who has completed eighteen (18) years of service in the district shall receive the sum of \$20.00 a day for each day of unused sick leave, no minimum, no maximum.

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**ARTICLE XII**  
**TEMPORARY LEAVES OF ABSENCE**

- A. Employee Bereavement  
In the event of a death in the family, an allowance of up to four (4) work days leave shall be granted. "Family" will include mother, father, spouse, child and siblings, step parents with whom the employee resided during childhood, step children with whom the employee resided during their childhood, step siblings with whom the employee was raised during childhood, an Aunt and Uncle who acted as a parent, grandparents, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and other members of the immediate household, excluding boarders.

B. Personal Leave

1. Teachers

Each teacher shall be granted two (2) days of personal leave of absence with pay for personal business reasons.

In addition, upon a teacher acquiring tenure, he/she shall be entitled to a third day of personal leave of absence with pay for personal business reasons.

2. Secretaries

Twelve (12) month secretarial personnel shall be granted three (3) personal days per year, ten (10) month employees two (2) personal days per year.

3. Custodial/Maintenance

Custodial/Maintenance employees shall be granted three (3) personal days per year.

4. Unused personal leave days during the contract year shall be added to an employee's accumulated sick leave time for the next school year.

5. Definitions

Personal leave days are to be utilized only for business engagements of an obligatory nature that cannot be conducted outside the normal work day. Personal leave shall not be taken for pleasure, recreation, job interviews or to extend vacations, holidays or weekends, or attending the obligations of advanced study or a second job. In addition, except for emergencies, personal leave shall not be taken on the first or last days of the teacher calendar year nor the first or last pupil contact days for the school year.

6. Procedure

a. An application form for personal leave must be submitted to the Superintendent of Schools for approval through the normal chain of command, beginning with the unit head, at least four (4) calendar days in advance.

(1) An employee shall be entitled to take one (1) of the two (2) or three (3) personal days as the case may be without being required to state a reason other than that the leave is for personal business. As to the other personal day, the employee shall provide a reason in order to permit the Superintendent to render a decision on the request.

(2) In cases of extreme emergency, requests may be granted immediately by the unit head. In the latter case, the application form shall be submitted through the normal chain of command within two (2) days after the employee returns to work.

(3) Personal business reasons may include but are not limited to:

(a) Attendance at funeral services.

(b) Serious illness or injury within the immediate family

(c) Religious holidays where observance prevents a employee from working on such days.

(d) Court subpoena

(e) Marriage of employee

(f) Wedding attendance of son or daughter

(g) Attendance at one's graduation exercises or of immediate family. Graduation must be from high school, college, or any accredited secondary institution.



(h) Other reasons (explanation required on form if the day being requested is a personal day for which a reason must be given under Paragraph 5.a. (1) above).

(4) Additional Personal Leave

The Superintendent of Schools may grant additional temporary leaves of absence without pay.

C. Professional Leave for Teachers

Temporary leaves for Administrator-approved visitation to other schools, or for attending meetings, or conferences, of an educational nature, will be with pay.

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**ARTICLE XIII**  
**EXTENDED LEAVES OF ABSENCE**

A. General

All leaves must be approved by the Board of Education and upon return from leave, there is no guarantee that the employee will be assigned to the same class, office, and/or building to which he/she was assigned prior to commencing the leave.

B. Disability Leave

1. A disability leave related to pregnancy shall be granted for the period of time during which an employee is unable to perform her duties due to disability directly related to the bearing and delivery of a child.
2. Written notice for disability leave related to pregnancy shall be given to the Board at least ninety (90) days prior to the commencement of such leave. Such notice shall include the notice of anticipated return date and confirmation by the attending physician. The employee shall notify the Superintendent if there is any change in dates.
3. Disability leave related to pregnancy shall be with pay to the extent of the employee's accumulated sick leave.
4. The Board reserves the right to require that the employee be examined by a physician of its choice at its own expense.

C. Child Rearing Leave

1. A child rearing leave without pay shall, upon written request, be granted to the parent of a newly born child, said leave to commence upon the conclusion of maternal disability as medically verified.
2. The request for child rearing leave shall be submitted at the same time as the notice and request referred to in paragraph B.2. above. In cases of unforeseen circumstances, a later request shall be considered.
3. A child rearing leave granted to employees under tenure shall be for the balance of that school year in which it is granted, and, if requested, for the entire following school year. Child care leave for non-tenured employees may be granted without pay for the remainder of the school year in which the leave is requested and said leave shall not extend beyond the end of the employee's contract for the school year in which the leave is granted.
5. Upon the conclusion of the child rearing leave, the employee shall return to work on the first work day thereafter.

- D. Adoption Leave  
All tenured employees in the school district adopting an infant child may receive similar leave (C above) which shall commence upon his/her receiving de facto custody of said infant. In addition, said employees shall be entitled to one (1) day off with pay to take custody of the child.
- E. Benefits  
Any benefits to which an employee was entitled prior to the extended leave of absence, which are still available, shall be restored to the employee returning from leave. Employee experience credit shall be granted for the school/work year if the employee was actively employed for five months and one day for 10-month employees, and six (6) months and one (1) day for 12-month employees, during the school year prior to the disability leave. However, no employee experience credit shall be granted for less than these periods of active employment.
- F. Compliance  
The Board hereby agrees to fully comply with Federal and State law decisions including the New Jersey Division of Civil Rights with respect to disability leave.
- G. Military Leave  
Military leave shall be granted according to the appropriate provisions of the New Jersey Statutes Annotated, Title 18A.

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**ARTICLE XIV**  
**INSURANCE PROTECTION**

- A. The Board shall pay, for each full time employee who remains in the employment of the Board for the full school year, single and full family health and major medical coverage for the full twelve (12) month period commencing September 1st and terminating August 31st. Certified part time employees must regularly work at least 20 hours per week to be eligible for medical benefits. Non-certified part time employees must regularly work at least 30 hours per week to be eligible for medical benefits.
- Patriot V office visit co-pay shall be increased from \$15.00 to \$20.00 effective July 1, 2006. Co-pay for specialists will be increased to \$15.00 effective July 1, 2004 and to \$20.00 effective July 1, 2006. Out of network deductibles will be increased to \$300.00 member/\$600.00 family.
- Patriot X office visit co-pay shall be increased from \$20.00 to \$25.00 effective July 1, 2006. Co-pay for specialists will be increased to \$25.00 effective July 1, 2004 and to \$30.00 effective July 1, 2006. Out of network deductibles will be increased to \$300.00 member/\$600.00 family.
- If hospital is out of network, deductibles must be met.
- B. The Board shall provide a prescription drug plan for the employee and his/her family. There will be no cap on prescription coverage until June 30, 2007, at which time the cap (employee composite rate per year) will be fixed in the amount of the then annual cost of prescription coverage. The co-pay, effective July 1, 2004, shall be \$10.00 for generic medications, \$20.00 for brand-name formulary medications and \$25.00 for non-formulary medications. The Co-pay effective July 1, 2004 for mail in prescriptions shall be \$10.00.

- C. The Board shall provide a dental plan for the employee and his/her family. There will be no cap on dental coverage until June 30, 2007, at which time the cap will be fixed in the amount of the then annual cost of dental coverage.
- D. "Opt Out" program: Any employee who has medical coverage through another source may elect to withdraw from any of the coverage provided by the district. In the event of such withdrawal, the Board shall pay to the employee a sum based upon the following:
1. If withdrawing from basic health coverage - 30% of the annual premium or a pro rata portion of withdrawal if for less than one year.
  2. If withdrawing from prescription or dental coverage - 50% of the annual premium, or a pro rata portion if withdrawal is for less than one (1) year. The election will be made annually prior to the beginning of the school year on July 1 and cannot be revoked during the school year unless there is a life change (such as death of a spouse, divorce, or the like).

The Board shall, in conjunction with the "Opt Out" program, offer a Chapter 125 plan which will apply to un-reimbursed medical costs, child care costs and other aspects as permitted by the provisions of law, and subject to the conditions of law.

**ARTICLE XV**  
**EMPLOYEE WORK YEAR**

A. Teachers

1. The Board, through the Superintendent of Schools, may solicit the suggestions and recommendations concerning the school calendar from interested groups. However, the Teacher School Calendar shall contain a maximum of one hundred and eighty-eight (188) days.
2. No teacher shall be required to report for work at the beginning of the school year prior to Labor Day.

B. Child Study Team Members

1. Work Day

- a. Subject to paragraph b., the work day for Child Study Team members shall begin at 8:00am and conclude at 4:00pm during the 188-day teacher work year.
- b. The Friday work day shall begin at 8:00am and conclude at 3:00pm during the 188-day teacher work year.
- c. Each member of the Child Study Team who works the longer work day as described in paragraph a. above shall receive adjustment monies as listed:

<b>C.S.T. ADJUSTMENT MONIES</b>	
Effective 7/01/04	\$3,000
Effective 7/01/05	\$3,150
Effective 7/01/06	\$3,300

2. Summer Work (July/August)

a. Summer Work

New evaluations shall be offered on a per diem basis in the following manner:

- (1) A total of 20 days per diem summer work shall be offered to each discipline of the C.S.T., if necessary. The twenty days shall be equally divided among and offered in turn to each full time C.S.T. member under the supervision of the Director of Special Education and the Board of Education.

All additional new evaluations shall be offered first to the C.S.T. on a per diem or per case basis, under the supervision of the Director of Special Education and the Board of Education, on an equal, rotating basis.

- (2) The Director of the Child Study Team will recommend to the Board of Education the names of the additional members of the Child Study Team who will work during the summer.
- (3) Prior to the summer, the Director of the Child Study Team shall review the type of cases eligible for evaluation and recommend the number of personnel needed during the summer.
- (4) Any re-evaluation cases that the Director schedules for evaluation during the summer will be assigned per case first to the C.S.T.

3. Per Case Compensation and Components

- a. Per case rate for West Deptford Child Study Team staff for summer work will be:

<b>C.S.T. SUMMER PER CASE RATES</b>	
Effective 7/01/04	\$260
Effective 7/01/05	\$270
Effective 7/01/06	\$280

- b. Per case evaluations conducted by West Deptford Child Study Team staff will consist of eight (8) components:

- (1) Observation
- (2) Review of records
- (3) Teacher interview (if possible)
- (4) Formal evaluation
- (5) Scoring (LDT-C and Psychologist)
- (6) Dictation of report
- (7) Eligibility conference
- (8) IEP development

4. Six (6) to Eight (8) Additional Days at End and Beginning of the School Year

a. Summer Work

All members of the C.S.T. will work six (6) to eight (8) days in June and the days in September prior to Labor Day, at the discretion of the Board of Education and the Director of Special Education, on a per diem basis.

All re-evaluations shall be reimbursed on a per case basis.

b. Per Diem rate is calculated at 1/200th of the base salary, including adjustment monies as per paragraph B.1.c., and including longevity.

The base salary for the 188-day calendar year will be in accordance with the Child Study Team member's position on the teachers' salary guide, including longevity and advanced degree status.

C. Secretaries/Custodial/Maintenance

1. Observance of Holidays

The following eight (8) holidays shall be given to both Secretarial/Custodial/Maintenance groups. If the holiday occurs on a Sunday, the next day will be observed as the holiday:

<input type="checkbox"/>	New Year's Day	<input type="checkbox"/>	Independence Day
<input type="checkbox"/>	Martin Luther King's Day	<input type="checkbox"/>	Labor Day
<input type="checkbox"/>	Good Friday	<input type="checkbox"/>	Thanksgiving Day
<input type="checkbox"/>	Memorial Day	<input type="checkbox"/>	Christmas Day

2. Secretaries will also receive the same Winter recess as the teachers, Presidents' Weekend and the day following Thanksgiving, depending upon the status of the student calendar.

3. Custodial/Maintenance employees may also receive *Presidents' Weekend* and the day after Thanksgiving as paid holidays, depending upon the status of the student calendar.

4. In the event the school calendar is modified because of inclement weather or other extenuating circumstances, the Board may decide to revise the days listed as paid holidays either by substituting a work day or by providing the holiday on a day not normally observed as a holiday.

5. The Board, through the Superintendent of Schools, may solicit the suggestions and recommendations of the Association concerning the school calendar. Said calendar shall be distributed to the membership during the first week of each September.

6. Closing of Offices

Offices may be closed at times other than the holidays specified above. However, the Board reserves the sole right to determine such time. In the event that school is closed due to inclement weather, secretaries shall not be required to report to work.

D. Secretarial Vacation Policy

1. General

If services are terminated by the employee during, or at the conclusion of the first year, said employee shall not be entitled to any vacation.

2. Vacation time is not accumulative and there will be no vacation pay in lieu of taking the actual vacation period off.
3. Secretarial personnel classified as twelve (12) month employees are entitled to annual paid vacation.
4. New twelve-month employees, hired on July 1, will have accrued a full year's vacation allotment as of the following June 30th, the closing date of that fiscal year. New twelve-month employees hired after July 1 will have accrued a partial allotment of vacation time as of the following June 30th, the closing date of that fiscal year. The monthly schedule for determining the partial year's accrual of vacation days is contained herein.
5. All employees adjusted to a fiscal year vacation cycle will take their accrued vacation days at the close of each successive fiscal year, June 30.
6. Vacation requests shall be approved in accordance with the work schedule. All vacations are subject to the final approval of the Superintendent of Schools.

E. Vacation Eligibility - 12 Month Secretarial Employees

1. Vacation for a Partial Year of Service prior to July 1

Secretarial personnel employed prior to July 1st (which is the beginning of the fiscal year) shall be entitled to receive vacation calculated on the following monthly prorated accrual system.

Complete Months Worked Prior to July 1st	Vacation Credit (Days)	Complete Months Worked Prior to July 1st	Vacation Credit (Days)
1	1	7	6
2	1.5	8	6.5
3	2.5	9	7.5
4	3	10	8
5	4	11	9
6	5	12	10

- a. Vacation will only be credited for complete months of work.
  - b. Complete month's credit will be given to secretarial personnel who begin work from the first day of the month up to and including the fifteenth day of the month.
  - c. No credit will be given to those employees who begin work from the sixteenth of the month through to the end of the month.
  - d. After an employee has received vacation credit for a partial year of service, all subsequent earned vacations will be awarded after the completion of a full fiscal year of employment.
2. Two Weeks Vacation  
 Secretarial personnel employed for one (1) full fiscal year shall be entitled to two (2) weeks of paid vacation after each year of service up to and including the ninth year of service. The annually earned vacation must be taken at the end of the fiscal year in which the service is completed.

3. Three Weeks Vacation

Secretarial personnel who have completed ten (10) or more consecutive years of service (120 months) shall be entitled to three (3) weeks of paid vacation at the end of the fiscal year in which the service is completed.

4. Four Weeks Vacation

Secretarial personnel who have completed twenty (20) or more consecutive years of service (240 months) shall be entitled to four (4) weeks of paid vacation at the end of the fiscal year in which the service is completed.

F. Vacation Eligibility for 10-Month Secretarial Employees Transferred to 12-Month Positions

1. Vacation for a partial year of service for a new employee with less than one (1) full year of service

A 10-month secretary who is transferred to a 12-month position and who is employed for less than one full fiscal year of service (12 months) would be awarded vacation for service prior to July 1 (the beginning of the fiscal year) on the following monthly prorated accrual system.

<b>Complete Months Worked Prior to July 1<sup>st</sup></b>	<b>Vacation Credit (Days)</b>	<b>Complete Months Worked Prior to July 1<sup>st</sup></b>	<b>Vacation Credit (Days)</b>
1	1	7	6
2	1.5	8	6.5
3	2.5	9	7.5
4	3	10	8
5	4	11	9
6	5	12	10

- a. Vacation will be credited only for completed months of work.
- b. A complete month's credit will be given to secretarial personnel who begin work from the first day of the month up to and including the fifteenth day of the month.
- c. No credit will be given to those employees who begin work on the sixteenth of the month and work through to the end of the month.
- d. After an employee has received vacation credit for a partial year of service, all subsequent earned vacations will be awarded after the completion of a full fiscal year of employment.

2. Eligibility of employee who has completed one full year of service

A 10-month employee who transfers to a 12-month position shall be entitled to two (2) weeks paid vacation upon the completion of 12 months of service, which must be taken at the end of the fiscal year in which the service is completed.

However, if at least 12 months of service was completed prior to the date of transfer to the 12-month position, the employee could take his/her two-week vacation at the end of the fiscal year in which the transfer occurs.

3. Three Weeks Vacation

A 10-month employee who transfers to a 12-month position shall be entitled to three (3) weeks paid vacation upon the completion of 120 months of service, which must be taken at the end of the fiscal year in which the service is completed. However, if the 120 months of service was completed prior to the date of transfer to the 12-month position, the employee could take his/her three-week vacation at the end of the fiscal year in which the transfer occurs.

4. Four Weeks Vacation

A 10-month employee who transfers to a 12-month position shall be entitled to four (4) weeks paid vacation upon the completion of 240 months of service, which must be taken at the end of the fiscal year in which the service is completed.

However, if the 240 months of service was completed prior to the date of transfer to the 12-month position, the employee could take his/her week vacation at the end of the fiscal year in which the transfer occurs.

5. Vacation Accrual Chart for Sections 2, 3 and 4

	<b>Months of Completed Service</b>	<b>Vacation Earned</b>
a.	12 to 119 months	2 weeks
b.	120 to 239 months	3 weeks
c.	240 months and above	4 weeks

G. Custodial/Maintenance Vacation Policy

1. General

If services are terminated by the employee during, or at the conclusion of the first year, said employee shall not be entitled to any vacation. No vacations shall be authorized for employees during the first year of employment.

2. Vacation time is not accumulative and there will be no vacation pay in lieu of taking the actual vacation period off.

3. All vacation schedules shall be approved by the Superintendent of Schools. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor.

4. The following vacations will exist for all custodial and maintenance employees:

- After one year of continuous employment 2 weeks
- After ten years of continuous employment 3 weeks
- After twenty years of continuous employment 4 weeks

H. Athletic Trainer

Daily Schedule: Flex-time as agreed upon by the Athletic Trainer and the high school administration based on the time requirements of each particular season. (The Athletic Trainer's work year will conclude 3 days after the last NJSIAA spring sport ends.)



The Athletic Trainer will be placed on the current teacher salary guide at the appropriate step. As compensation for Saturdays and holidays, the Athletic Trainer will be compensated at a rate of \$25.00 per hour for the duration of this contract.

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**ARTICLE XVI**  
**MISCELLANEOUS**

- A. Tax Sheltered Annuity  
The Board agrees to deduct from employee's salary, money to be deposited in the Tax Sheltered Annuity as said employees individually and voluntarily authorize the Board to deduct.
- B. Use of School Buildings  
1. Subject to Paragraph 2 below, the Association and its representatives shall have the right to use school buildings at all reasonable times for meetings. The Superintendent and Unit Head shall be notified in advance of the time and place of all such meetings.  
2. In the event that the Association or members of the bargaining unit engage in behavior on school property which involves such activities as picketing, wearing arm bands or T-shirts, or similar activities, then the use of school buildings shall immediately terminate until such behavior ceases.
- C. Uniforms  
Three uniforms a year will be issued to custodial/maintenance employees on an annual basis at no cost to the employee. The care and upkeep of uniforms is the responsibility of each employee.
- D. Separability  
If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Secretarial Tenure  
Secretarial personnel shall have tenure in their respective positions after three (3) consecutive years of employment as stated in the provisions of New Jersey Statutes Annotated, 18:17-2.
- F. WDEA President  
The WDEA President shall be provided with duty-free homeroom (or its equivalent if the President is at the Elementary school level).
- G. Mileage Reimbursement  
All employees shall receive mileage reimbursement in accordance with the current U.S. government rate.
- H. Secretarial/Custodial/Maintenance/Grounds Seniority  
1. Seniority  
a. School District seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this agreement. An appointed employee shall lose all accumulated School District seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the School district.

- b. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the reverse order of district-wide seniority for all employees in the district in the category (secretarial, custodial/maintenance/grounds). Any employee laid off shall remain on a recall roster for a period of two years from the date of lay-off. Recalls shall be based on seniority in the category.
  - c. In the event that, within two years of an employee's layoff, a vacancy occurs in the same line of work from which the employee was laid off, and covered by this Agreement, a laid-off employee shall be entitled to a one time recall thereto in order of seniority.
2. Nothing herein shall be construed to restrict the Board of Education's rights regarding non-renewal of non-tenured employees. Nor shall it be construed to be a grant of tenure.
- I. The Board of Education shall provide a letter giving the Association an assurance that the elementary principals will work locally in good faith to resolve issues relating to plan time for Special Area Teachers.

**ARTICLE XVII**  
**DURATION OF AGREEMENT**

- A. New Employees  
Contracts for employees new to the District and for non-tenured employees in the District shall be by Agreement between the Board of Education and the person to be hired, and the execution of such contracts are not within the purview of this Agreement.
- B. Duration  
This Agreement shall be effective as of July 1, 2004 and terminate June 30, 2007, provided that, if no new Agreement has been adopted by that time, the status quo shall continue to the extent required by law.

**ARTICLE XVIII**  
**SIGNING OF AGREEMENT**

IN WITNESS WHEREOF the Board of Education has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, and the West Deptford Education Association has caused this Agreement to be signed by its President and Secretary, all on the day and year written below.

**WEST DEPTFORD EDUCATION ASSOCIATION**

Date	President
Date	Secretary
<b>WEST DEPTFORD BOARD OF EDUCATION</b>	
Date	President
Date	Secretary.