

WOODLYNNE EDUCATION
ASSOCIATION

AGREEMENT

WITH

WOODLYNNE BOARD OF EDUCATION

EFFECTIVE

JULY 1, 2003 – JUNE 30, 2006

Agreement

Between the

BOARD OF EDUCATION

OF THE BOROUGH OF WOODLYNNE

IN THE COUNTY OF CAMDEN

And

WOODLYNNE EDUCATION ASSOCIATION

This agreement, effective July 1, 2003 and ending June 30, 2006, is made pursuant to Chapter 123, Public Law, 1974. All previous agreements are superseded by this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the officers of the respective parties hereto the day and year written.

BOARD OF EDUCATION OF THE BOROUGH
OF WOODLYNNE, THE COUNTY OF CAMDEN

BY: _____
Board President

DATE: _____

Attest: _____
Joanne E. Clement, Board Secretary

WOODLYNNE EDUCATION ASSOCIATION

BY: _____
Association President

DATE: _____

ATTEST: _____
Association Secretary

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ARTICLE I
RECOGNITION

A. Association Unit

The Board hereby recognizes the Association as the exclusive bargaining representative as defined in “Chapter 123, New Jersey Laws of 1974,” for all full and part-time certified personnel, secretaries and classroom assistants under contract, but excluding all administrators, supervisors, maintenance staff, kitchen staff, the Administrative Assistant to the Superintendent and/or Principal, the Payroll Clerk, and the Technology Coordinator.

B. Definitions

1. As used thereafter, the term “employee” shall apply to all members of the bargaining unit.
2. As used hereinafter, the term “teacher” shall apply to all full and part time certified personnel.
3. As used hereinafter, the term “paraprofessional employee” shall apply to all classroom assistants.
4. As used hereinafter, the term “secretaries” shall apply to all secretarial staff with the exception of confidential secretaries.

C. Board Unit

1. The term “board” shall include its officers and agents.

ARTICLE II

NEGOTIATING PROCEDURE

A. Sessions

1. Negotiating sessions shall be held in the Woodlynne School.
2. Negotiating sessions shall begin within the initial time and period scheduled by the Public Employment Relations Commission or, no later than January 15.
3. Each session shall start and end at a time to be mutually agreed upon by the parties.

B. Composition of Negotiating Teams

1. 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 six representatives.

C. Restrictions

1. No tape, mechanical, or electronic recording devices shall be used at any time during either negotiating sessions or fact-finding sessions.

D. Tentative Agreements

1. Tentative Agreements by the Board Committee and the Woodlynne Education Association Committee are not binding until adopted by the majority vote of the entire Board of Education and ratified by the Woodlynne Education Association.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by a teacher or a group of teachers and/or the Association based upon a violation of any provision of the Agreement, Board Policy, or Administrative decisions.
2. An “aggrieved person” is the person or persons making the claim.

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 procedures, subject to any right-to-know laws.
2. Nothing contained herein shall be construed as limiting the right of any teacher 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.
3. Just Cause will be the arbitrable criteria for assessing the validity of the employer’s imposition of discipline. Disciplinary determinations shall not be arbitrary or discriminatory.

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 his/her supervisor. The written grievance shall specify:
 - a) The nature of the grievance,
 - b) Article and section of the Agreement allegedly violated,
 - c) The day of the alleged grievance,

- d) The results of the previous discussions,
- e) A statement regarding the relief sought, and
- f) Signature of the aggrieved person.

The written grievance shall be submitted with the first twenty (20) school days following the alleged grievance. If the grievance is not submitted in writing within the aforementioned time span, the grievance shall be declared void. The administrator shall render his/her decision in writing to the aggrieved person with ten (10) school days.

- 3) If the aggrieved person is not satisfied with the disposition of his/her grievance by the administrator, he/she may appeal the decision in writing to the Superintendent of Schools. Such appeal shall be made within five (5) school days after the aggrieved has been notified of the administrator's decision. The Superintendent of Schools shall render his/her decision in writing to the aggrieved person within ten (10) school days.
- 4) If the aggrieved person is not satisfied with the disposition of his/her grievance by the Superintendent of Schools he/she may appeal the decision in writing to the Board. Such appeal shall be made in writing within five (5) school days of the aggrieved being notified of the Superintendent's decision.
- 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 from the date of the petition for hearing. The Board shall render a written decision to the aggrieved person within thirty-one (31) calendar days after the hearing has been held.
- 6) If the aggrieved person is not satisfied with the disposition of his/her grievance by the Board, and he/she wishes a review by a third party, the aggrieved shall advise the Board, through the Superintendent of Schools and in writing, of his/her appeal to a third party. Such appeal shall be made within ten (10) school days after receipt of the Board's decision.
- 7. a) Within ten (10) school days after aforementioned 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 in this matter. If the parties

are unable to agree upon an arbitrator or to obtain a commitment from that arbitrator within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party to this Agreement. The parties shall then be bound to the rules and procedures of the American Arbitration Association in the selection of an arbitrator. Any arbitrator selected shall limit him/herself to the issues submitted and shall consider nothing else, nor add anything to or subtract anything from this Agreement.

- b) The arbitrator so selected shall confer with the representatives of the Board and of the Association and shall hold hearing promptly and shall issue a decision no later than twenty (20) working days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues have been submitted to the arbitrator. 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 any act prohibited by law or which is in violation of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association shall be advisory in nature.
- c) The cost for the services of the arbitrator, including the per diem expenses, if any, and actual necessary travel or subsistence expenses and the cost of the hearing room shall be born equally by the Board and Association. Any other expenses incurred shall be paid by the party incurring such expenses.

ARTICLE IV

TEACHING HOURS AND TEACHING LOAD

- A. The Superintendent of Schools shall meet with each teacher after the first two (2) weeks of school to establish each teacher's daily arrival and departure times for the remainder of the school year. The latest arrival time selected by the teacher shall be no later than ten (10) minutes prior to the students' arrival, and the earliest departure time shall be no earlier than ten (10) minutes following student dismissal. It is understood that, prior to the establishment of the teachers' individual schedules, the teachers' work day shall be from 8:20 a.m. until 3:30 p.m. Teachers shall not be required to clock in nor clock out, but shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty sign in roster. Staff members who have requested early flex time shall be available two days each week for restorative help after the student day. Teachers will come in at 8:20 a.m. and leave at 3:30 p.m. Should no students require help, staff members can leave after ten minutes.
- B. The total required school day for teachers shall not exceed seven hours and ten minutes and for paraprofessionals shall not exceed six hours and thirty (30) minutes. The total required work day for secretaries shall not exceed a seven and a half hour day.
- C. Teachers and paraprofessionals shall receive a minimum duty-free lunch period of thirty-five (35) minutes that will coincide with the student lunch period. Secretaries shall receive a minimum duty-free lunch period of forty (40) minutes. Employees may leave the school grounds during their scheduled lunch period upon notification to administration.
- D. Teachers shall be provided with two hundred (200) minutes of preparation time per week. When necessary in the judgment of the administrator, preparation time may be used for purposes other than preparation.
- E. Teachers will be provided with three (3) one-half (1/2) days for the purpose of curriculum development, committee work, and inter-grade communication. At the conclusion of the session, each teacher will complete an evaluation of the session.

F. Special curriculum projects and summer IEP's may be established by administration and recommended to the Board of Education for approval. Said studies and projects are limited to those tasks which:

- a) are begun but cannot be completed during the school day as defined in this agreement,
- b) result in a written proposal or report and/or an in service day presentation, and
- c) do not occur as an integral part of one's duties for which compensation is already being received via a contracted salary guide. Teachers who are assigned to complete special curriculum projects and summer IEP's will be compensated at \$22.00 per hour.

Staff members will be notified of special assignments 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, and
- d) the date the assignment is to be completed.

A staff member who accepts a special assignment and the conditions will notify administration in writing. The Superintendent of Schools shall authorize remuneration upon completion of the project in accordance with the criteria listed above. Vouchers and reports must be submitted to the Superintendent two weeks prior to the regular scheduled Board meeting in order to receive payment during that month.

G. Homebound instruction shall be compensated at \$25.00 per hour. Vouchers and time sheets must be submitted to the School Board Secretary by the 15th and/or 30th of each month. Payment to homebound instructors shall be made in the pay period following the submission of the necessary voucher and time sheets.

H. 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 seven (187) days to allow for snow or emergency closings. In the event there are no snow

or emergency closings, the teachers will only be required to work a maximum of one hundred and eighty four (184) days.

- I. One day per month shall be set aside by the Superintendent of Schools in consultation with the teachers for the purpose of in-school meetings. On the date of the in-school meetings, the length of the school day for teachers shall be seven (7) hours and thirty (30) minutes. The notice of the agenda for the in-school meeting shall be given to the teachers involved of posted at least 48 hours prior to the meeting, except in an emergency. Teachers may have the opportunity to suggest school related topics for inclusion in the agenda. On days of scheduled faculty meeting, there will be no restorative and conferences. Teacher day for all teachers will begin at 8:20 a.m. and end at 3:50 p.m.
- J. Part-time child study team members who are scheduled at two-fifths (2/5) time shall be subject to being assigned two (2) additional work days per year at the per diem rate of 1/200th of their salary.

The two (2) days shall be scheduled by the Superintendent of Schools on days when school is not in session and on days that do not conflict with the employee's contractual obligations in other school districts after the close of the academic year. Except in an emergency, five (5) days notice prior to the work day shall be given.

- K. The last scheduled student prior to winter break shall be a one session day for students and staff. The day before Thanksgiving will be a one session day for students and staff.
- L. A teacher who declines the \$500.00 payment for serving as a mentoring teacher shall receive release time of one period per month.

ARTICLE V

SALARIES

- A. The salaries of all employees covered by the Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- B. Employees employed on a ten month basis shall be paid in twenty (20) equal semi-monthly installments.
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 the 30th fall on a Saturday or Sunday, pay shall be made on the previous Friday.
 2. When a pay day falls on or during a school holiday or vacation, teachers shall receive their paychecks on the last previous working day.
 3. If schools are closed on a regularly scheduled payday due to inclement weather, teachers shall receive their paychecks on the first day school is in session.
 4. Employees shall receive their final check on the last working day in June.
 5. Paychecks will be available when the employees check out at the close of the school day.
 6. The Board shall provide electronic direct deposit of payroll check to the bank of each employee's choice.
- C. Salaries of extra-curricular activity sponsors and athletic coaches are set forth in Schedule "B" which is attached hereto and make a part hereof.
1. Posting of extra-curricular positions for the next school year will be made by May 1. Staff members interested in an extra-curricular position will have ten (10) school days following the posting to inform administration of their interest in said position. The Superintendent shall review the applications and shall recommend the

- best qualified candidate. Individuals may not assume duties under this contract unless informed by the Board of Education, in writing, annually of their employment.
2. In the event that no qualified candidate from the district staff applies for the extra-curricular position, the Board of Education will conduct an external search for a qualified candidate. Should this search fail to produce a qualified candidate, the Board of Education may assign a qualified staff member to the position. The Board of Education reserves the right to add or delete positions from the aforementioned schedules. Notifications of deletions of positions shall be made prior to the starting date of the activity.
 3. The Superintendent of Schools will authorize payment of extra-curricular salaries upon completion of the service.
 4. Sponsors of activities which continue through the school year shall be paid semi-annually (December-June).
 5. Effective 7/1/95, a committee will be established to review and make non-binding recommendations concerning extra-curricular salary guide.
 6. In the event that a single reimbursement check is issued for more than one category, an itemized statement shall be included identifying the categories being reimbursed and the amount for each category.

Longevity

After completion of twenty (20) years of service in the District, all eligible unit employees shall receive \$250.00 in addition to their salary.

Vacancies – Staff

1. The superintendent shall post vacant positions as soon as they become known.

ARTICLE VI

TUITION REIMBURSEMENT

A. Eligibility

1. Only teachers possessing a regular New Jersey Teaching Certificate 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 case the teacher involved will become eligible for a full participation in the Board's program for professional development.
3. A teacher will not be eligible to participate in the Board's program if costs are paid by an outside agency. However, if the teacher receives financial assistance from an outside agency that does not cover the course costs, the Board shall pay the remainder not covered, not to exceed the tuition reimbursement limitation.
4. Paraprofessionals will be reimbursed for cost of prep course, prep book, and test upon successful completion of test to meet "highly qualified" requirement.

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. The Superintendent of Schools must approve all graduate courses in advance of enrollment. Requests for course approval must be submitted to the Superintendent prior to August 1 for fall classes, December 1 for spring classes, and May 1 for summer classes.

C. Reimbursement

1. Payment for approved graduate courses shall be made contingent upon the receipt of passing grades of “B” or better and appropriate receipts for tuition and fees. Payment will be made four (4) months after completion of the course work, provided the necessary documentation has been submitted.
2. All teachers who resign from the Woodlynne school system during the subsequent year they are enrolled in an approved course, or prior to two years after earning a graduate degree from an accredited college/university, shall reimburse the Board for all tuition reimbursement granted to them during that school year or during the period the graduate degree was earned. The reimbursement will be by way of automatic deduction for the teacher’s last paycheck. Each teacher will sign an authorization to allow the reimbursement.
3. The Board will reimburse teachers for tuition up to six (6) graduate credits per person per year at a rate of seventy-five percent (75%) of the rates established for graduate credits in any accredited college/university.
4. Tuition reimbursement for part-time certified personnel under contract will be made on a pro-rated basis.
5. All employees who were granted undergraduate course credit for lateral movement on the salary guide prior to 7/1/93 shall be grandfathered.

ARTICLE VII

EMPLOYEE EVALUATION

A. Tenure Teacher Evaluation Policy

1. Teacher evaluation is the responsibility of the Board and shall be conducted by administrative personnel in accordance with State Laws relative thereto.
2. 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 evaluation should be discussed between the administration and the teacher, but the decision regarding the final format rests with the Board. The annual evaluation consists of, but is not limited to, classroom observation, formal and informal performance reviews via the Annual Summary Conference and the Annual Written Performance Report. The purpose of the annual evaluation shall be:
 - a. to improve student learning and growth,
 - b. to improve the skills of tenured and teaching staff members, and
 - c. to provide a basis for the review of the performance of tenured teaching staff members
3. All tenured staff members are to be observed formally at least once each school year. Each 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 of the report and the other copy shall be signed and returned to the evaluator, be placed in the teacher's personnel file. A teacher shall have the opportunity to respond to the written report of observation with the evaluator. Any teacher, if he/she desires, may submit a written reply to the observation report. This reply shall be submitted 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 remaining copy shall be placed in the teacher's personnel file.

4. Each tenured staff member shall receive a yearly comprehensive evaluation. The conference phase of this evaluation shall include, but not be limited to, the following:
 - a. review of the performance of the teaching staff member based upon the job description,
 - b. review of the teaching staff member's progress toward the objectives of the individual professional improvement plan developed at the previous annual conference, and
 - c. review of available indicators of pupil progress and growth toward the program objectives.

5. The annual Summary Conference shall consist of a meeting between the teacher and the appropriate administrator. 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 and all extenuating circumstances or arguments that they feel may affect the interpretation of the matter under consideration. In order to insure that the teacher will be adequately prepared for such a meeting, advance notice shall be given to the teacher prior to the conference. This notice shall include, but not be limited to, a copy of the outline to be used as the evaluative instrument. The teaching staff member may use this outline to either write out or mentally formulate his/her own self-evaluation.

6. This comprehensive evaluation shall consist of the administrator drafting a summary statement after the aforementioned exchange with the teaching staff member which shall include, but not be limited to, the following:
 - a. performance areas of strength,
 - b. performance areas needing improvement based upon the job description,
 - c. an individual professional improvement plan developed by the supervisor and the teaching staff member,
 - d. a summary of available indicators of pupil progress and growth, and a statement of how those indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff member, and

- e. provision for performance data which has not been included in the report by the evaluated teaching staff member within ten (10) working days after signing the report.

Commentary in the Annual Written Performance Report shall pertain only to those matters discussed at the preliminary meeting.

7. Each teacher shall receive two (2) signed copies of the Annual Written Performance Report. The teacher shall retain one (1) copy and the other shall be signed and returned to the evaluator to be placed in the teacher's personnel file. 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, and the other to be placed in the teacher's personnel file.

B. Non-Tenure Teacher Evaluation

1. Non-tenure teacher evaluation is the responsibility of the Board and the formal evaluations shall be conducted by administrative personnel in accordance with the State Law; however, 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 administration and teacher, but the decision regarding the final format rests with the Board. Supervision shall exist for the improvement of instruction.
2. All non-tenured teachers shall be formally observed 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.
3. 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; 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 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 (1) copy to the teacher. The other copy shall be placed in the teacher's personnel file.

4. The process for the comprehensive evaluation is the same as that for tenured teachers.

C: Personnel Records

Contents of a teacher'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 will be placed in the teacher's file unless the teacher has the opportunity to review the material. Confidential material originating outside the District, such as job references or letters of recommendation, shall be expunged from the teacher's file upon reaching tenure. A teacher may review his/her personnel records annually and receive one (1) copy of the file contents. Additional copies will be produced, on request, with the cost at a rate to be determined by the Board, to be borne by the requesting teacher.

D: Paraprofessional and Secretarial Staff Evaluation:

1. Paraprofessional evaluation is the responsibility of the Board and shall be conducted by administrative personnel in accordance with State Law relative thereto.
2. Paraprofessionals will be evaluated annually. The means of evaluation consists of, but is not limited to, informal observation of assignments. Determination of the final format rests with the Board, but will relate to the Board approved paraprofessional job description.
3. Each paraprofessional will receive two (2) copies of the written evaluation by June 1 of each school year. The paraprofessional will retain one (1) copy of the evaluation and the other copy shall be signed and returned to the evaluator to be placed in the paraprofessional's personnel file.

4. The paraprofessional and/or secretary shall have the opportunity to respond to the written evaluation with the evaluator. Any paraprofessional or secretary, if he/she desires, may submit a written reply to the evaluator to the evaluation report. This reply shall be submitted in duplicate, signed by the paraprofessional or secretary and forwarded to the evaluator. The evaluator shall sign both copies and return one copy to the paraprofessional or secretary. The remaining copy shall be placed in the paraprofessional's and/or secretary's personnel file.

ARTICLE VIII

SICK LEAVE

A. All full time teachers employed are entitled to ten (10) sick days each school year as of the first day they report for duty. Unused sick leave days shall be accumulated with no maximum limit.

B. A full time employee employed during a school year shall be granted one (1) day of sick leave for each month remaining in the school year beginning with the teacher's first day of duty.

C. A written reason shall be filed for each sick absence on forms provided by administration.

D. The Superintendent may, at his/her discretion, in cases where a pattern of abuse has been determined to exist, require medical proof for an absence due to sickness.

E. Payment of sick leave for a service connected disability shall be granted according to appropriate provision of N.J.S.A. 18A (18A:30-2.1)

F. Payment for prolonged absence beyond sick periods shall be granted According to the appropriate provisions of N.J.S.A 18A (18A:30-2.6).

G. A teacher, upon retirement from the district as certified by the Division of Pensions, shall sell back unused accumulated sick leave up to a maximum:

Effective 7/1/03 - \$60.00 per day – 140 day maximum.

Effective 7/1/04 - \$65.00 per day – 145 day maximum

Effective 7/1/05 - \$65.00 per day - 150 day maximum.

A paraprofessional or secretary, upon retirement from the district as certified by the Division of Pensions, shall sell back unused accumulated sick leave up to a maximum:

Effective 7/1/03 - \$27.00 per day – 120 day maximum.

H. At the end of the school year, the Administration shall provide an itemized list of all sick and personal days used and the total accumulated leave available as of June 30. Any teacher that does not use any sick days during the contracted school year shall receive a “Good Attendance Award” in the amount of \$70.00 which shall be included in their check on June 30.

ARTICLE IX

TEMPORARY LEAVES OF ABSENCE

A. Bereavement

In the event of a death in the immediate family, an allowance of up to five (5) school days shall be granted. "Immediate family" shall be defined as mother, father, spouse, child and siblings, step-parents with whom the employee resided during childhood, step-children with whom the employee resided during childhood, step-siblings with whom the employee was raised during childhood and Aunt and Uncle who acted as parents.

An allowance of up to three (3) school days leave shall be granted for the death of grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and other member of the immediate family, excluding boarders.

B. Personal Leave

Each employee shall be granted no more than three (3) days of personal leave of absence with pay for personal reasons. If an employee does not use any of his/her person leave during the contracted year, two days shall be added to the employee's accumulated sick leave time for the next school year. Part time employees will be granted personal leave on a pro-rated basis.

1. Personal leave days are to 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 vacation holidays or weekends, or attending to 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.

2. An application form for personal leave must be submitted to the Superintendent of Schools for approval through the normal chain of command at least forty-eight (48) hours in advance.

3. A teacher shall be entitled to take two (2) of the three (3) personal days, as the case may be, without being required to state a

reason other than the leave is for personal business. As to the other personal days, the teacher shall provide a reason in order to permit the Superintendent to render a decision on the request, which will be made in writing.

4. In cases of extreme emergency, the request may be granted immediately by any administrator. In the latter case, the application form shall be submitted within two (2) working days after the teacher's return to work.

5. Personal business reasons may include but are not limited to:

- a. attendance at funeral services
- b. serious illness or injury within immediate family
- c. religious holidays where observance prevents the teacher from working on such days
- d. court subpoena
- e. other reasons (explanation required if the day requested is listed in Paragraph B.1 above)

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

C. Professional Leave

Temporary leaves for Administrator approved visitation to other schools, meetings, conference, or workshops will be with pay for two (2) of the three authorized days. Teachers may request administration approval for a maximum of three (3) professional leave days. The Superintendent of Schools shall authorize remuneration for reasonable expenses upon receipt of a written report or proposal for two (2) of the (3) days. The written report must indicate how the information learned at the seminar, workshops, etc. will be implemented in classroom instruction. A teacher whose request has been denied will be informed in writing.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

A. All leaves must be approved by the Board of Education and upon return from leave; there is no guarantee that the teacher will be assigned to the same class and/or room he/she was assigned prior to commencing the leave.

B. Disability leave related to pregnancy shall be granted for the period of time during which a teacher is unable to perform her duties due to disability directly related to the bearing and delivery of a child. Disability leave not related to pregnancy shall be granted solely at the discretion of the Board.

1. Written notice for disability leave related to pregnancy shall be given to the Board at least ninety (90) days prior to 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.
2. Disability leave related to pregnancy shall be with pay to the extent of the teacher's accumulated sick leave.
3. The Board reserves the right to require that the teacher be examined by a physician of its choice.

C. Child rearing leave without pay shall, upon written request, be granted to the parent of a newly born child. Such leave is to commence upon the conclusion of maternal disability as medically verified.

1. The request for child rearing leave shall be submitted at the same time as the notice and request referred to in paragraph B.1 above. In cases of unforeseen circumstances a later request shall be considered.
2. A child rearing leave granted to teachers under tenure shall be for the balance of that school year in which it is granted, and, if requested for entire following school year.

3. Child care leave for non-tenured teachers 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 teacher's contract for the school year in which the leave is granted. This leave shall not be counted toward the accrual of tenure.

D. Any benefit to which a teacher was entitled to prior to the extended leave of absence, which is still available, shall be restored to the teacher returning from leave. Teaching experience credit shall be granted for the school year if the teacher was actively employed for five (5) months during the school year prior to the disability leave. No teaching experience shall be granted for less than five (5) months and one (1) day of active employment.

E. 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.

F. Military leave shall be granted according to the appropriate provisions of the New Jersey Statutes Annotated, Title 18A.

G. The Board of Education agrees to implement the Family Leave Act when and as required to do so under the terms of the Family Leave Act.

ARTICLE XI

INSURANCE PROTECTION

A. The Board shall provide fully paid family health and major medical coverage for each employee and their dependents for the duration of the Agreement as provided by the Public School Employee's Health Benefit Act of the State of New Jersey for those who qualify. The coverage provided shall be "equal to or better than" the coverage which is by the master policies of the New Jersey State Health Benefits program on June 30, 2003.

B. Effective July 1, 2003, the Board shall participate in the State Health Benefits prescription drug plan for the teacher and his/her family per covered teacher.

\$1.00 co-payment for up to a 30-day supply for generic drug; or a \$5.00 co-payment for up to a 30-day supply of a brand name drug.

Mail order benefit is available where participants can receive up to a 90-day supply of prescription drugs for the same co-payment amounts listed above.

C. Effective July 1, 2003, the Board shall provide a dental plan for the employee and his/her family per covered employee for the life of the agreement.

D. Effective July 1, 2003, the board shall provide an annual cap for optical care for the qualified employee or the qualified employee's family as follows:

Effective July 1, 2003 - \$ 90.00 per family

Effective July 1, 2004 - \$100.00 per family

Effective July 1, 2005 - \$100.00 per family

E. A Committee of Board and Association shall be formed to review all benefit plans and coverage to make recommendations for cost-saving measures.

E. The Board will provide all employees with a description of health and major medical, prescription, and dental coverage, which contains the conditions of the coverage and the individual limits thereof.

F. Any qualifying employee retiring from the Woodlynne School District has the option of continuing medical coverage at the group rate provided the retiree pays the premium for such coverage.

ARTICLE XII

MISCELLANEOUS

- A. Separability: If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. The Association, upon a minimum of 48 hours advance notice, may be granted the right to use the school building for Association meetings. The granting of the request shall be subject to prior commitments for the space, but shall not be otherwise unreasonably denied. The request shall set forth the time and location of the meeting. The notice requirement shall be waived in case of emergency (for example, ratification meetings).
- C. A voluntary reassignment between grade levels or subject areas shall be made only after a meeting between the teacher involved and the Superintendent at which time the teacher shall be notified of the reason thereof. The teacher may have an Association representative present at such meetings. Transfer shall not be later than June 30th, except for unforeseen circumstances.
- D. If a teacher's request for transfer has been denied, a renewed or subsequent request may be made in the following school year.
- E. All teachers will be in their classrooms at 8:20 a.m. on inclement weather days. Inclement weather days will be defined as days with precipitation falling. Precipitation refers to rain, snow, sleet or hail. In return, teachers will have early dismissal at 3:05 p.m. on Fridays and the day before official Holidays.
- F. For restorative times, teachers will select two (2) days for after school help. On restorative days, teachers will come in at 8:20 a.m. and leave at 3:30 p.m. If a pupil does not arrive within ten (10) minutes, the teacher may leave.
- G. Retirement benefits shall be paid no later than ninety (90) days after retiring or the retiree may elect to postpone payment until the following calendar year between January 1 – 30 for IRS purposes.

ARTICLE XIII

DURATION OF AGREEMENT

- A. Contracts for teachers new to the District and for non-tenure teachers 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. This Agreement shall be effective as of July 1, 2003 and shall terminate June 30, 2006, provided that, if no new contract has been adopted by that time, the Agreement then in force shall continue until a new Agreement is ratified.
- C. This Agreement incorporates the entire understanding of the parties on all matters that were the subject of negotiation. During the term of the Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they were negotiated or executed this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- E. Any individual contract between the Board and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement.

Schedule "A"

SALARY GUIDE

| 2003-2004 | | 2004-2005 | | 2005-2006 | |
|-----------|--------|-----------|--------|-----------|--------|
| STEP | BA | STEP | BA | STEP | BA |
| 1 | 36,420 | 1 | 38,021 | 1 | 40,519 |
| 2 | 36,620 | 2 | 38,221 | 2 | 40,719 |
| 3 | 37,136 | 3 | 38,421 | 3 | 40,919 |
| 4 | 37,690 | 4 | 38,994 | 4 | 41,119 |
| 5 | 38,331 | 5 | 39,657 | 5 | 41,319 |
| 6 | 39,086 | 6 | 40,438 | 6 | 41,619 |
| 7 | 39,590 | 7 | 40,960 | 7 | 42,156 |
| 8 | 40,865 | 8 | 42,279 | 8 | 43,513 |
| 9 | 42,295 | 9 | 43,758 | 9 | 45,036 |
| 10 | 43,776 | 10 | 45,290 | 10 | 46,613 |
| 11 | 45,308 | 11 | 46,875 | 11 | 48,244 |
| 12-13 | 46,938 | 12 | 48,562 | 12 | 49,981 |
| 14 | 48,675 | 13-14 | 50,359 | 13 | 51,830 |
| 15 | 50,500 | 15 | 52,248 | 14-15 | 53,773 |
| 16 | 52,419 | 16 | 54,233 | 16 | 55,817 |
| 17 | 54,411 | 17 | 56,294 | 17 | 57,938 |
| 18 | 56,479 | 18 | 58,434 | 18 | 60,140 |
| 19 | 58,682 | 19 | 60,713 | 19 | 62,486 |
| 20 | 61,315 | 20 | 63,437 | 20 | 65,442 |
| 21 | 64,235 | 21 | 66,458 | 21 | 68,398 |

“YEARS OF SERVICE” column is strictly for initial guide placement. After placement is determined, each person will progress to the next steps.

ADVANCED DEGREES GUIDE

| | |
|----------------------------------|------------|
| Bachelors degree plus 15 credits | \$ 500.00 |
| Bachelors degree plus 30 credits | \$1,000.00 |
| Masters degree | \$1,500.00 |
| Masters degree plus 30 credits | \$2,000.00 |

[Note: - Longevity from Page 10 – “After completion of twenty (20) years of service in the District, all eligible unit employees shall receive \$250.00 in addition to their salary.”]

PARAPROFESSIONAL

| BASE 2002-2003 | 2003-2004 | 2004-2005 | 2005-2006 |
|-------------------|-----------|-----------|-----------|
| 12,798 | 13,438 | 14,137 | 14,886 |
| 13,310 | 13,976 | 14,702 | 15,481 |
| 13,882 | 14,576 | 15,334 | 16,147 |
| 14,924 | 15,670 | 16,485 | 17,359 |
| 16,216 | 17,027 | 17,912 | 18,862 |

SUPPORT STAFF

SECRETARIES

| BASE 2002-2003 | 2003-2004 | 2004-2005 | 2005-2006 |
|-------------------|-----------|-----------|-----------|
| 19,469 | 20,442 | 21,505 | 22,645 |
| 20,334 | 21,351 | 22,461 | 23,651 |

SCHEDULE B

EXTRA CURRICULAR ACTIVITIES SALARY GUIDE

ACTIVITY

| | 2003-2004 | 2004-2005 | 2005-2006 |
|------------------------|------------------|------------------|------------------|
| Boy's Basketball | \$2,185.52 | \$2,299.17 | \$2,421.01 |
| Girl's Basketball | \$2,185.52 | \$2,299.17 | \$2,421.01 |
| Yearbook | \$1,908.14 | \$2,007.36 | \$2,113.75 |
| Choral | \$1,908.14 | \$2,007.36 | \$2,113.75 |
| 100 Book Challenge | \$1,908.14 | \$2,007.36 | \$2,113.75 |
| Cheerleading | \$1,908.14 | \$2,007.36 | \$2,113.75 |
| Newspaper | \$1,775.26 | \$1,867.57 | \$1,966.55 |
| Student Council | \$1,775.26 | \$1,867.57 | \$1,966.55 |
| Discipline Coordinator | \$2,185.52 | \$2,299.17 | \$2,421.01 |
| Double Dutch | \$1,775.26 | \$1,867.57 | \$1,966.55 |

WEDGES

| | | | |
|-----------------------|-----------|-----------|-----------|
| Stepping | \$ 840.00 | \$ 883.68 | \$ 930.52 |
| Volleyball | \$ 462.00 | \$ 486.02 | \$ 512.78 |
| Soccer | \$ 462.00 | \$ 486.02 | \$ 512.78 |
| Drama | \$ 567.00 | \$ 596.48 | \$ 628.10 |
| Arts/Crafts | \$ 231.00 | \$ 243.01 | \$ 255.89 |
| Bowling 1 | \$ 252.00 | \$ 265.10 | \$ 279.15 |
| Bowling 2 | \$ 252.00 | \$ 265.10 | \$ 279.15 |
| Academic/Trivia/Games | \$ 420.00 | \$ 441.84 | \$ 465.26 |
| Gymnastics | \$ 462.00 | \$ 486.02 | \$ 512.78 |
| Track | \$ 462.00 | \$ 486.02 | \$ 512.78 |
| Intramural Basketball | \$ 462.00 | \$ 486.02 | \$ 512.78 |
| Talent Search | \$ 315.00 | \$ 331.38 | \$ 348.94 |