

1169

A G R E E M E N T

Between

WOODBINE BOARD OF EDUCATION

and

WOODBINE EDUCATION ASSOCIATION

July 1, 1991 THROUGH June 30, 1994

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ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel whether under contract, on leave, employed or to be employed by the Board, including:

Classroom Teachers

Nurses

Compensatory Education Teachers

Title I Teachers

School Psychologist (\*)

Specialists:

Learning Disability, Social Worker and School Psychologist

Excluded are:

Principals

Assistant Principals

Per Diem Substitutes

(\*) Psychologist included within bargaining unit with understanding that a salary scale shall be negotiated.

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

C. The Board recognizes the Woodbine Education Association as the sole representative for the collective negotiations concerning the terms and conditions of employment for non-certificated employees of the Board including:

- Custodians
- Head Custodian
- Food Service Employees
- Aides
- Library Clerk
- School Secretaries

Excluded are:

- Substitute non-certificated employees
- C.S.T. Secretary

D. The Board and the Association agree that those portions of the agreement which do not specifically apply to certificated employees (teachers) shall be made applicable to non-certificated employees, except that the following provisions shall not apply to non-certificated employees:

- Article VI - Teaching Hours, etc.
- Article VII - Non Teaching Duties
- Article VIII - Teacher Employment
- Article IX - Salaries
- Article X - Teacher Evaluation
- Article XIV - Teaching Facilities
- Article XXIII - Evaluation of Students
- Article XXIV - Teacher in Charge

ARTICLE II

NEGOTIATION PROCEDURES

A. The Board agrees to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974; N.J.S.A. 34:13A-1 to 34:13A-13 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Any Agreement so negotiated shall apply to all teachers, be reduced to writing and, subject to ratification by the Board and the Association, be signed by the Board and the Association.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. In support of such negotiations the Board shall make available to the Association for inspection all pertinent public records as the Association shall request.

C. Both parties to these negotiations agree that this Agreement incorporates the entire understanding between the parties on matters which were the subject of negotiations. 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.

D. The Board agrees to negotiate solely with the legally certified majority representative.

E. The parties mutually pledge their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, make counterproposals in the course of negotiations subject to final ratification by the Board and the Association.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition of Grievance - Any controversy arising from the interpretation, application or violation of policies, agreements and administrative decisions which effect an employee.

B. Purpose

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

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at such level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance

procedure by the end of the school year, the grievant(s) or the Association shall have the option to proceed directly to Level 3 of the grievance procedure. Said grievant(s) shall have the option to present said grievance at Level 2 at the first regular Board of Education meeting in September prior to proceeding to Arbitration.

3. Level One

A teacher(s) or the Association with a grievance may first discuss it with the principal either directly or through the Association's designated representative with the objective of resolving the matter informally within fifteen school days after said grievance arose. However, if the grievance is not resolved informally to the satisfaction of the grievant(s), then the teacher(s) or the Association must submit the grievance in writing to the principal within 15 school days after the teacher(s) or the Association knew or should have known of the grievance.

4. Level Two

In the event satisfactory settlement has not been reached with the principal, the teacher may appeal his grievance to the Board of Education within five (5) school days. Such appeal shall be in writing, signed by the grievant(s) or the Association and delivered to the Board of Education. The Board shall render a written decision within twenty (20) days from receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

5. Level Three

In the event that the grievance has not been resolved at Level Two, the following provisions and procedures shall apply. The parties agree that there are two types of grievance for the purposes hereinafter set forth more particularly as follows:

Type One: Grievances involving the meaning, application or interpretation of the terms of this Agreement.

Type Two: Grievances involving the interpretation or application of rules and regulations, policies, or administrative decisions.

Type One Grievance

In the event that a Type One Grievance has not been resolved at Level Two, the teacher may within ten (10) school days following receipt by him of the determination of the Board, submit the matter to the Public Employment Relations Commission for binding arbitration. In the event that the teacher shall elect to submit the Type One Grievance for binding arbitration, the following provisions shall apply:

- (a) An arbitrator shall be selected pursuant to the rules of Public Employment Relations Commission.
- (b) The arbitrator shall be bound by the parameters of the Type One Grievance definition stated above.
- (c) The decision of the arbitrator shall be final and binding upon the parties.



- (d) The costs of the services of the arbitrator shall be borne equally by the Board and the Association. The arbitrator shall set forth the findings of fact and reasons for making the award within a reasonable time after the conclusion of the arbitration hearing.

Type Two Grievance

In the event that a Type Two Grievance has not been resolved at Level Two, the employees may within ten (10) school days following receipt by him of the determination of the Board, submit the Type Two matter to the Public Employment Relations Commission for non-binding arbitration. In the event that the teacher shall elect to submit the Type Two Grievance for non-binding arbitration, the following provisions shall apply:

- (a) An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.
- (b) The arbitrators shall be bound by the parameters of the Type Two Grievance definition stated above.
- (c) The decision of the arbitrator shall not be binding upon either party but rather advisory. Each party shall review the findings of the arbitrator and certify to the other within ten (1) days of receipt thereof in writing whether the finding will be accepted.
- (d) The costs of services of the arbitrator shall be borne equally by the Board and the Association. The arbitrator shall set forth the findings of fact and reasons for making his non-binding advisory

decision within a reasonable time after the conclusion of the arbitration hearing.

D. Disclaimers

Neither a Type I nor Type II Grievance may be brought to arbitration under any of the following circumstances:

1. Any matter for which a specific method of review is prescribed by law or any rule or regulation of the State Commissioner of Education.

2. A complaint of a nontenured teacher which arises by reason of his not being employed or of being discharged during the school year.

3. 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 not required.

E. Rights of Teachers to Representation

1. any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.

F. Miscellaneous

1. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the within Article.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Forms for filing grievances, serving notice, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Principal and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

5. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Board directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information of public record. The Association agrees to furnish to the Board a list of its members in good standing. In the event there are any changes in the membership or the officers of the Association, the Association shall immediately notify the Board of such change in writing.

B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

C. The Association and its representatives may request the Board to allow them the use of school buildings at reasonable hours provided this shall not interfere with or interrupt normal school operation and provided there is no substantive cost to the Board of Education. Approval of the Board of Education shall not be unreasonably denied. Request for the use of school buildings shall be provided verbally or in writing to the Principal at least the day prior to the requested time.

D. The Association shall have the privilege to use the school mail boxes as it deems necessary and without the approval of the building Principal or other members of the Administration.

E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted

only to the exclusive representatives of the teachers and to no other organization.

F. Representatives of the Association, the New Jersey Education Association, and the National Education Association, shall be permitted to transact official Association business on school property at all reasonable times subject to adequate notice being given to the Administrative Principal and provided that this shall not interfere with or interrupt normal school operations or extra-curricular activities.

G. The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use provided the Association pays reasonable costs for necessary materials, and damages caused by the Association and further provided that the use of said facilities and equipment shall be for Association business only.

H. The parties agree that under this section political activity shall not constitute Association business. However, the parties expressly agree that there shall be no censorship whatsoever of materials placed on the Association bulletin board in the Teachers' room.

ARTICLE V

SCHOOL WORK YEAR

The Board agrees that the Association shall be consulted before adopting the calendar for each of the school/work years covered by this Agreement. The teacher work year shall be 182 days.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

A. Teachers shall be required to sign in and sign out as per present practice.

B. A teacher's total in-school workday shall consist of six and one-half (6½) hours which shall include a duty free lunch period of thirty (30) minutes. The 6½ hour teacher's day may be extended to accommodate parent/teacher conferences and faculty meetings as has been past practice. The current practice of early dismissal shall continue for: Back to School Night, Christmas Program, Science Fair, and Parent/Teacher meetings that precede these events, provided the Board elects to continue these functions, or any of them.

C. When a specialist assumes responsibility of a classroom, the regular classroom teacher shall not be obligated to remain with his or her classroom and may use such time for preparation. Teachers shall not be assigned to cover classes during their preparation period in which they are relieved, unless an emergency has arisen.

D. If the specific substitute(s) required to replace the absent industrial arts and/or home economics teacher(s) cannot be secured, the Board will replace such specific substitute(s) with available specialist(s) from another discipline, if available.

ARTICLE VII

NON TEACHING DUTIES

A. The Board and the Association acknowledge that a Teacher's primary responsibility is to teach and that his energy should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

1. Teachers shall be responsible for morning supervisory duty of approximately 25 minutes duration, which shall be on an equitable rotating basis. Teachers shall not be required to provide supervision of the cafeteria lunch hour.

(a) Student attendance shall be reported to the central office daily by each classroom teacher in accordance with procedures established by the Administrative Principal. The register shall be maintained by the central office.

2. Teachers who are required to use their cars in the performance of their professional duties shall be reimbursed at the rate of twenty (20) cents per mile.

(a) The Board agrees to indemnify and hold each member of the bargaining unit harmless from any and all liability arising from any action committed or omitted by any member of the bargaining unit within the scope of his or her authority. Intentional torts are expressly excluded from the within indemnification provision.

3. Teachers shall perform detention and remediation of their own students as per present practice.



ARTICLE VIII

TEACHER EMPLOYMENT

A. Each teacher shall be placed on his proper step of the salary schedule in accordance with Paragraph 1 below.

1. Credit on the salary schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment in the Woodbine School District. For the learning disability specialist, social worker and school psychologist, credit of any classification on the salary schedule may be given above the fourth step for previous outside teaching/professional experience in a duly accredited school upon initial employment in the Woodbine School District. Additional credit for military experience shall be in accordance with the law.

2. Any teacher employed for 91 school and/or working days, including orientation, professional, sick leave, personal days and NJEA Convention days shall receive a full year credit toward advancement on the salary guide and/or any other financial/seniority benefits normally due said teacher.

B. Teachers shall be notified in writing of their contract and salary status for the ensuing year no later than April 30. Salary status shall be understood as step on guide according to classification.

C. Contracts given to teachers in each of their first three years shall be known as probationary contracts. Either party may terminate the contract upon thirty (30) days' written notice.

D. Dismissal procedures of teachers under tenure shall be that prescribed by Statute or other applicable regulations.

E. All full time Child Study Team members to be employed on a 12 month basis. They shall be granted 15 school days of paid leave per year. Salary for said employees shall be equal to their step and classification on the Teacher's salary guide plus 2 months salary at their per diem monthly rate for their step and classification.

ARTICLE IX

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.

B. The salary of an employee shall be paid bi-weekly.

C. Teachers may elect to participate in the "Direct Deposit of Paychecks" program offered by the First Fidelity Bank N.A. South Jersey.

1. Any teacher who desires to enroll in this plan must do so prior to September 8, of each school year.

2. Any teacher who desires to withdraw from this plan must do so after June 30 and prior to September 8 of each school year.

3. It is agreed between the Board and the Association that if the Board of Education deposited its funds with a different institution, the Association would assume the responsibility of working out a direct deposit of paychecks with the new institution. It is further understood between the parties that the internal operation of the plan is not a part of this Agreement, and is a matter between the Bank and the Association.

4. The direct deposit of paychecks program shall be free of any bank charges to the Board of Education and the operation of the program shall not in any way result in any additional workload than required by the normal issuance of paychecks.

D. When a payday falls on or during a school holiday or vacation, employees shall receive their paychecks on the last previous working day.

E. Compensation for seasonal activities will be granted at the completion of said activity. In the case of a long-term activity, one-half the stipend due will be granted in December, one-half will be granted in June.

F. Personnel anticipating salary classification change for the next school calendar year must notify the Administrative Principal's office in writing by December 1st of the preceding school year.

G. Teachers shall receive their final checks on the last working day of June provided that, in the opinion of the Administration, the employee has completed all required work to close out the school year.

H. Continuous meritorious service in the Woodbine School System shall be rewarded with longevity pay in increments of \$475.00 for the first year of this contract, \$500.00 for the second year of this contract and \$525.00 for the third year of this contract, for each three year period of service commencing with the 17th year of continuous service in the Woodbine School system. No credit shall be given for periods which precede the time of initial employment in the Woodbine School System or for periods of extended leaves of absences as provided in Article XVIII of the within Agreement.

I. Teaching staff members shall be compensation for extra-curricular activities/extra service pursuant to Schedule "B" annexed hereto.

J. The Board will withhold from employees' pay such amounts as authorized and transfer same to ABCO.

ARTICLE X

TEACHER ASSIGNMENT

A. All teachers shall be given written notice of their tentative class and/or subject assignments and room assignments for the forthcoming year not later than June 30.

B. In the event the changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 30, any teacher affected shall be notified promptly, in writing.

C. The Administrative Principal shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than June 30.

ARTICLE XI

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. 1. No later than April 30 each school year, the Administrative Principal shall deliver to the Association and post in the school building a list of the known vacancies for the following year.

2. Teachers who desire a change in grade and/or subject assignments may file a written statement of such desire with the Administrative Principal not later than May 15. In the event of vacancies occurring after April 30, the Board shall instruct the Principal to make an immediate announcement as specified in A(1) and not less than two weeks shall be allowed for teacher applications for transfer. There shall be letter notification of any position openings occurring during the period between June 20th and August 30th sent to the home address of the Association President.

3. As soon as practicable, the Principal shall post in the school and deliver to the Association President a schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

B. Teachers already employed by the Board should be afforded equal employment opportunity for any vacancies. If a teacher's request or application is denied, he shall be so notified, but said teacher shall have the right to reapply for any subsequent vacancies in the future.

C. Any of the foregoing is not to preclude applications or requests at any other time of the school year for openings which may occur.

ARTICLE XII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice of an involuntary transfer or reassignment shall be give to teachers as soon as practicable, and except in cases of emergency, not later than July 1. This shall in no way preclude the Board's right under statute to transfer and reassign.

B. When an involuntary transfer or reassignment is necessary, the individual teachers shall be afforded the protection of any rules, regulations, state statutes, laws and provisions of the Constitution of New Jersey and/or the United States.

C. An involuntary transfer or reassignment made during the school year shall be made only after a meeting between the teacher involved and the principal, at which time the teacher shall be notified of the reason therefor. If an involuntary transfer or reassignment is necessary during the summer, every reasonable effort will be made to contact and meet with the teacher involved.



ARTICLE XIII

PROMOTIONS

When promotions on the administrative-supervisory levels of responsibility including, but not limited to, positions as principal or assistant principal, become vacant, such vacancies shall be adequately publicized by the Board. The notice shall include a deadline date no earlier than two weeks from the date of announcement for filing application. There shall be letter notification of any positions occurring during the period June 20 and August 30 sent to the Association president. All applicants shall be notified of the final determination of the Board.

ARTICLE XIV

TEACHER EVALUATION

A. 1. All evaluations and observations of the work performance of tenure and non-tenure teachers shall be conducted in accordance with applicable statutes and regulations.

2. Teachers shall be given a copy of any class-visit or evaluation report prepared by his evaluators at least one day before any conference to discuss it. The teacher shall meet with the evaluator no later than three days after receipt of such report. If the teacher does not seek such a conference within the three day time limit, such report may be submitted to the central office, placed in the teacher's file, or otherwise acted upon, except as provided by law. No teacher shall be required to sign a blank or incomplete evaluation form.

B. 1. A teacher shall have the right, upon request, to review the contents of his personal file and to receive copies of any documents contained therein, with the exception of letters of reference received by the Board in conjunction with initial employment. Said letters shall not be made available to any outside source. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every five (5) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Principal or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. The teacher shall acknowledge that he has the opportunity to review such material by signing and dating the file folder or signature sheet contained therein with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Principal or his designee and attached to the file copy.

3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

C. Any written complaint regarding a teacher made to any member of the Administration by any parent, student or other person which is used in any manner in evaluating a teacher shall be called to the attention of the teacher. The teacher shall be given an opportunity to respond and/or rebut such complaint, and shall have the right to be represented by the association at any meetings or conferences regarding such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. Whenever any teacher is asked to appear before the Principal, Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting

or interview. He shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. In the event that a meeting with an administrator is requested by a teacher, the teacher, at his discretion, may be accompanied by a representative from the Association.

E. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no further evaluation materials shall be placed in the file with the exception of correspondence.

ARTICLE XV

TEACHING FACILITIES

Each school shall have thge following facilities, if possible:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. In addition to the aforementioned teacher work area, an appropriately furnished room shall be reserved for the exclusive use of teachers as a faculty lounge. It shall be cleaned regularly by the school's custodial staff.
4. A serviceable desk and chair and filing facilities for the use of each teacher.
5. A communication system so that teachers can communicate with the main office from their classrooms.
6. Well-lighted, clean teacher rest rooms, separate for each sex and separate from the students' rest rooms.
7. Suitable closet space for each teacher to store coats, overshoes and personal articles.
8. Copies exclusively for each teacher's use, of all textbooks used in each of the courses he is to teach.
9. Adequate chalkboard space in each classroom.
10. Adequate books, paper, pencils, chalk and erasers, and other such materials required in the daily teaching responsibility.

ARTICLE XVI

SICK LEAVE

A. All teachers shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. (Those employed on a contractual twelve (12) month basis shall be entitled to twelve (12) sick leave days.)

B. Each teacher shall be notified in writing of the total amount of unused sick leave credited to him as of the end of the school year. Such notification may be issued at any time prior to October 21, of the same year.

C. The Board agrees to pay each employee, upon separation from the district after twenty (20) years of service in the district or upon retirement, an amount equal to \$30.00 multiplied by the total of the employee's accumulated sick leave days and unused personal leave days up to a maximum of 200 days.

D. Employees who have perfect attendance, i.e., no annual use of sick leave, shall receive an attendance bonus of \$300.00 within thirty (30) days after the close of the school year. Employees with near perfect attendance, i.e., no more than three (3) days sick leave usage, shall receive \$200.00 as provided above.

ARTICLE XVII

TEMPORARY LEAVES OF ABSENCE

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

1. Up to three (3) days leave for personal leave which shall be for the purpose of meeting a need which cannot otherwise be met outside the regular school day. Except in cases of emergency, any teacher requesting personal leave must give in writing, forty-eight (48) hours advance notice to the Principal. Approval of personal leave shall be at the discretion of the Principal, which approval shall not be unreasonably withheld. Personal days are not to be taken before or after a holiday or sick day except that up to two (2) employees shall be permitted to use such days for travel purposes contiguous to any holidays. Unused personal leave days shall accrue as sick leave in future years.

2. Up to five days non-accumulative in the event of death and three days non-accumulative in the event of critical illness of a teacher's spouse, child, parent, brother, sister, or father and mother-in-law, or member of immediate household. One (1) day shall be allowed for funeral of other relatives.

3. Other leaves of absence with or without pay may be granted by the Board in its sole discretion.

4. Up to three (3) days per year for President of the Association or his designee to attend conferences, workshops, or convention, provided the Association pays for the salaries of substitutes needed to cover absence of said representatives.

ARTICLE XVIII

EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to one year may, in the Board's discretion, be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

B. Due to a medical disability which is substantiated by a certificate from a medical doctor, a teacher shall be granted an extended leave of absence without pay; however, the Board shall have the right to have the teacher examined by a physician of the Board's choosing, at the Board's expense, to ascertain whether the teacher is medically disabled. Following any difference of medical opinion between the Board's physician and the teacher's physician, the Board requests expert consultation in which case (a medical society) shall appoint an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching, which opinion shall be non-grievable. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board. During the period of the teacher's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. Upon exhaustion of all paid sick leave, medical benefits, as defined in Article XX herein shall be terminated, in accordance with the rules and requirements



of State Health Benefit Plan. However, the employee may elect to retain said benefits by reimbursing the Board of Education on a monthly basis effective on the first day of the month following the exhaustion of said paid sick leave benefits, to a maximum of one year, so as to continue group rate premiums. If the employee does not so elect, his or her medical benefits shall expire according to the master policy(s) then in effect.

1. The Board retains the right to place a teacher on medical disability leave for any one of the following reasons:

(a) Whenever the teacher's physical condition adversely affects ability to continue to provide effective classroom instruction.

(b) The physical condition or capacity is such that the teacher's health would be impaired if permitted to continue teaching, and if;

(i) The teacher fails to produce a certificate from a medical doctor stating that said teacher is medically able to continue teaching, or

(ii) The Board of Education's physician certifies that said teacher cannot continue teaching,

(iii) Following any difference of medical opinion between the Board physician and the teacher's physician, the Board requests expert consultation in which case (a medical society) shall appoint an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching, which opinion shall be non-grievable. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.

2. When the seeking of an extended leave of absence for medical disability can be anticipated, a teacher shall file a written request for such leave with the Administrative Principal within thirty days from the time the teacher knew of the necessity of taking the medical leave. Said request shall indicate the anticipated date on which the said leave is to commence and the anticipated date on which the said leave is to terminate (if able to ascertain within reason). Written request shall indicate the anticipated plans of the teacher upon termination of the medical disability leave as to their return to work, resigning, retiring, or applying for another type of leave.

3. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained. A teacher retiring from a medical disability leave shall be entitled to all benefits to which said teacher was entitled at the time leave commenced.

4. The date of requested return from medical disability leave may be adjusted by the Board to commence in January or September or any other natural break in time which the Board deems in keepingn with the educational needs of the school.

5. A teacher may make application to the Board for a child rearing leave of absence for a period of up to one year. Said application shall be made to the Administrative Principal at least ninety calendar days prior to the commencement of the child rearing leave. The date of requested return may be adjusted by the Board to commence in January or September

or any other natural break time which the Board deems in keeping with the educational needs of the system, and may preclude the one year time period cited above. Said child rearing leave shall be without pay. The Board of Education Secretary shall, upon request, provide the teacher with the necessary information in order that the teacher can take over payments of insurance premiums and notify the proper persons and agencies of said leave.

C. A leave of absence of up to one (1) year without pay may, in the Board's discretion, be granted for the purpose of caring for a sick member of the teacher's immediate family.

D. Other leaves of absence without pay may be granted by the Board at its sole discretion.

E. Upon return from leave granted according to Section A above, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level as he would have achieved if he had not been absent; provided, however, that time spent on such leaves shall not count toward the fulfillment of time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on leave granted under Sections C, D and E above, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure. Leave granted under B above, shall count toward increment credit provided teacher taught at least 91 school and/or working days, including orientation, professional and N.J.E.A. Convention days during that school year.

ARTICLE XIX

DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of unit members dues for the local, county, state and national Education Associations as authorized by employees individually and voluntarily. Such deductions shall be made in compliance with appropriate laws, and monies and records of deductions shall be transmitted to the New Jersey Education Association monthly.

B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice, 30 days prior to the effective date of such charge.

C. Additional authorization for dues deduction may be received after August 1st under rules established by the State department of Education.

ARTICLE XX

INSURANCE PROTECTION

A. The Board shall provide health care insurance protection for employees and where appropriate for dependents, pursuant to the New Jersey State Health Benefits Plan, or an essentially similar plan at the Board's choosing. Any employee may elect alternative HMO coverage, however, an increase in premium over the basic coverage shall be paid by the employee.

B. The Board shall provide dental care insurance protection for employees and where appropriate for dependents, pursuant to the New Jersey Delta Dental Plan III-A, or an essentially similar plan at the Board's choosing. Commencing on September 1, 1992, the Dental Plan will be upgraded to:

70% - Preventative and diagnostic

70% - Remaining basic benefits now in force

50% - Prosthodontic services

50% - Crowns

C. Above insurance shall be provided in accordance with all applicable statute and case law. New employees shall receive benefits as soon as possible consistent with the carrier's enrollment procedure.

ARTICLE XXI

TWELVE MONTH PAY PLAN - INTEREST BEARING ACCOUNT

Those employees employed on a ten (10) month basis may individually elect to have ten (10%) percent of their monthly salary deducted from their pay.

1. Monies deducted shall be paid to the employee or employees in two equal installments each July 15th and August 15th, including any interest accrued.

2. Any employee who desires to enroll in this plan must do so prior to September 8th of each school year. Any employee who desires to withdraw from the plan must do so after June 30th and prior to September 8th of each school year.

ARTICLE XXII

PROFESSIONAL DEVELOPMENT

The Board agrees to provide reimbursement of tuition and fees for courses complete between July 1 and June 30, which courses are for the benefit of the Woodbine School District, to a maximum of six (6) credits annually. Said reimbursement shall not exceed the prevailing tuition and fees rate at Glassboro State College.

ARTICLE XXIII

EVALUATION OF STUDENTS

No grade or evaluation shall be changed without giving writing notification to the involved teacher. Said teacher may, within 30 days after said notification, submit a written statement of objection to the Administrative Principal. The Administrative Principal shall acknowledge receipt of the written objection by affixing his signature and dating same and placing the written objection in the teacher's personnel file.



ARTICLE XXIV

MISCELLANEOUS PROVISIONS

A. If any provision of the 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. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

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

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing to be sent to the following addresses:

1. If by the Association, to:

Woodbine Board of Education  
Woodbine Elementary School  
Webster Street  
Woodbine, NJ 08270

2. If by the Board, to:

Woodbine Education Association  
Woodbine Elementary School  
Webster Street  
Woodbine, NJ 08270

E. Copies of this Agreement shall be duplicated using school facilities within thirty (30) days after the Agreement is signed, and shall be presented to all teachers now employed or hereafter employed during the term of this Agreement. Costs of reproduction shall be shared equally between the Board and the Association.

ARTICLE XXV

TEACHER-IN-CHARGE

- A. The position must be posted as per Article XIII.
- B. Article VII A.2.a. is incorporated herein by reference.
- C. The Teacher-in-Charge shall be compensated at the rate of \$20.00 per hour - \$40.00 minimum/\$80.00 maximum.

ARTICLE XXVI

SUPPORT STAFF PROVISIONS

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

B. All non-certificated staff shall receive a longevity stipend of \$400.00 for ten month employees and \$450.00 for twelve month employees, after completing 15 years in the district. This shall be applied to all presently employed who meet this standard.

C. The work year, work day, work hours and holidays for support staff shall remain essentially the same as the 1990 practice except that additional days off with pay shall be granted for the work day after Thanksgiving and Christmas, except in an emergency. If an employee must work either of these two days in an emergency, said employee shall be granted equal time off at another date of his/her choice subject to approval by the Board.

D. Vacations - Twelve month non-certificated employees.

1. Vacation dates shall be selected for any time during the contract year subject to the approval of the Administrative Principal.

2. The paid vacation schedule for these employees will be:

1st year	one day each month up to one week
2nd through 15th year	two weeks
over 15 years	three weeks

3. In the event that a person, while on vacation, becomes legitimately ill, they shall make application to the Board to use their sick leave instead of vacation time and the Board shall render a final determination to such application.

4. Whenever a foregoing legal holiday falls within the scheduled vacation period, the employee will receive an extra day of paid vacation. Holidays which fall within a vacation period shall not be charged as a vacation day.

5. If more than one custodian requests the same vacation dates, and the Board determines only a certain number can be permitted to be off, then those permitted shall be chosen according to district seniority.

E. Aides shall not be used as substitutes except in an emergency when no qualified substitute can be located. In that event, the Aide shall receive pay equal to the substitute rate of pay added to the Aide's next paycheck.

ARTICLE XXVII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1991 and shall continue in effect until June 30, 1994 or until a successor Agreement is negotiated and signed.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries this 31st day of January , 1992.

Attest:

Valerie J. Newman  
Secretary

WOODBINE EDUCATION ASSOCIATION

BY: Carol D. Young  
President

Attest:

Theresa A. Noes  
Secretary

WOODBINE BOARD OF EDUCATION

BY: Bill Claffey  
President

SCHEDULE "A"

1991 - 1992

	BA	BA+30	MA	MA+30
1	25,400	26,600	27,300	28,400
2	25,600	26,800	27,500	28,600
3	25,800	27,000	27,700	28,800
4	26,300	27,500	28,200	29,300
5	27,000	28,200	28,900	30,000
6	28,000	29,200	29,900	31,000
7	28,600	29,800	30,500	31,600
8	29,200	30,400	31,100	32,200
9	29,700	30,900	31,600	32,700
10	30,300	31,500	32,200	33,300
11	34,260	35,460	36,160	37,260
12	37,300	38,500	39,200	40,300
13	39,600	40,800	41,500	42,600

1992 - 1993

	BA	BA+30	MA	MA+30
1	26,800	28,050	28,800	29,950
2	27,000	28,250	29,000	30,150
3	27,200	28,450	29,200	30,350
4	27,700	28,950	29,700	30,850
5	28,500	29,750	30,500	31,650
6	29,400	30,650	31,400	32,550
7	30,200	31,450	32,200	33,350
8	30,900	32,150	32,900	34,050
9	31,600	32,850	33,600	34,750
10	32,300	33,550	34,300	35,450
11	34,630	35,880	36,630	37,780
12	37,600	38,850	39,600	40,750
13	42,300	43,550	44,300	45,450



1993 - 1994

	BA	BA+30	MA	MA+30
1	28,700	30,000	30,800	32,000
2	28,900	30,200	31,000	32,200
3	29,100	30,400	31,200	32,400
4	29,600	30,900	31,700	32,900
5	30,400	31,700	32,500	33,700
6	31,400	32,700	33,500	34,700
7	32,000	33,300	34,100	35,300
8	32,850	34,150	34,950	36,150
9	33,650	34,950	35,750	36,950
10	34,550	35,850	36,650	37,850
11	35,550	36,850	37,650	38,850
12	37,920	39,220	40,020	41,220
13	45,200	46,500	47,300	48,500

SCHEDULE "B"

EXTRA CURRICULAR/EXTRA SERVICE PAY

	<u>1991/1992</u>	<u>1992/1993</u>	<u>1993/1994</u>
Soccer Coach	759.500	820.26	889.98
Volleyball Coach	759.50	820.26	889.98
Basketball Coach	759.50	820.26	889.98
Baseball Coach	759.50	820.26	889.98
Softball Coach	759.50	820.26	889.98
Cheerleading Advisor	759.50	820.26	889.98
Choral Director	759.50	820.26	889.98
Child Study Team Chairperson	759.50	820.26	889.98
Student Council Advisors	325.50	351.54	381.42
Athletic Director	325.50	351.54	381.42
Homebound Instruction/Extra Professional Services			\$20.00/hr.