

AGREEMENT BETWEEN

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

AND THE

WESTVILLE EDUCATION ASSOCIATION

FOR THE PERIOD OF

July 1, 2003 THROUGH JUNE 30, 2006

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ARTICLE I
RECOGNITION

- A. The BOARD hereby recognizes the ASSOCIATION as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all certificated personnel employed by the BOARD, including:

Teachers
Speech/Language Specialist
Nurse

But excluding:

Administrators
Supervisors
Support Staff

- 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.

ARTICLE II
NEGOTIATIONS PROCEDURES

- A. On or before October 15th, the ASSOCIATION and the BOARD shall present, in writing, the intent to open contract talks.
- B. Representatives of the BOARD and the ASSOCIATION shall begin negotiations on or before October 15th.
- C. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123 Public Laws 1974, in good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the BOARD and the ASSOCIATION, and be ratified by the BOARD.
- D. During negotiations, the parties shall meet at mutually agreed upon times and shall freely exchange points of view, present relevant data, and make proposals and counter-proposals. The BOARD shall make available a completed budget as soon as presented to the public.
- E. Neither party in any negotiations shall have any control over the selection of the negotiation representative of the other party.
- F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

1. A 'grievance' is a claim by a teacher of the ASSOCIATION based upon the interpretation, application, or violation of this agreement, policies, or administrative decisions affecting a teacher or a group of teachers.

B. PURPOSE

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

C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved person(s), the time limits set forth herein shall be accelerated, if needed, so that the grievance may be completed by the end of the school year.

3. LEVEL ONE

A teacher with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the aggrieved person(s) designated representative, with the objective of resolving the matter informally.

4. LEVEL TWO

If the aggrieved person is not satisfied with the disposition of his/her grievance at level one, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, s/he may file the grievance in writing with the chairman of the Association's Committee for Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) within five (5) calendar days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the chairman of the PR&R Committee shall refer it to the superintendent.

5. LEVEL THREE

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) calendar days after the grievance was delivered to the superintendent, s/he may, within five (5) calendar days after a decision by the superintendent or fifteen (15) school days after the grievance was delivered to the superintendent, whichever is sooner, request in writing that the chairman of the PR&R Committee submits his/her grievance to the BOARD. The BOARD, or a committee of the BOARD, shall call a meeting within ten (10) school days. After said meeting, the full BOARD shall render a decision in writing.

Miscellaneous: if the teacher(s) fail to follow the procedure, the grievance becomes invalid.

D. RIGHTS OF TEACHERS TO REPRESENTATION

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

E. MISCELLANEOUS

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such a grievance in writing to the superintendent directly, and processing of such grievance shall commence at Level Two, with the consent of the aggrieved.
2. Decisions rendered at Level One, which are unsatisfactory to the aggrieved person, and all decisions rendered at Level Two and Level Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the chairman of the PR&R Committee. Decisions rendered at Level Three shall be in accordance with the procedures set forth in section C, paragraph 5, of this article.
3. All documents, communications, and records dealing with the processing of a grievance, shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the ASSOCIATION and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All written grievances shall include:
 - A. date of occurrence
 - B. date of filing
 - C. date of prior decision (if applicable)
 - D. date of appeal
 - E. description of the incident or alleged violation giving rise to the grievance
 - F. relief sought
6. All meetings and hearings under this procedure shall not be conducted in public and shall include only the aggrieved person(s) interest and their designated or selected representatives heretofore referred to in the Article.
7. Any grievances must be filed within forty-five (45) calendar days of alleged act, or at the time the aggrieved is notified of the decision, either verbally or in writing, causing the grievance.

ARTICLE IV

TEACHER RIGHTS

- A. The BOARD agrees that it will neither directly nor indirectly deprive any teacher of the enjoyment of any rights conferred by the laws or the Constitutions of New Jersey and the United States, and that it will not discriminate against any teacher because of his/her membership in the ASSOCIATION and its affiliates or collective negotiations with the BOARD, or his/her institution of any grievance under this Agreement.
- B. Any disciplinary action asserted by the BOARD, or any agent representative thereof, shall be subject to the grievance procedure.
- C. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the Westville School District, subject to review by the Superintendent.
- D. Whenever any teacher is required to appear before the Superintendent or his designee, BOARD, or any committee, member, representative, or agent thereof, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, or employment, or salary of any increments pertaining thereto, then s/he shall be given prior written notice of the reasons for such a meeting or interview.

If the teacher so desires, s/he shall be entitled to have a representative of the ASSOCIATION present to advise him/her and represent him/her during any subsequent meeting or interview.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

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

ARTICLE VI

TEACHER WORK YEAR

- A. The in-school work year shall include 180 student days and **five (5) in-service days** as stipulated in the school calendar. **All staff members will be at exit doors at dismissal throughout the year.**
- B. Leaves of absence, for vacation purposes, will not be granted during the days that school is in session. Permission will not be given with or without pay.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments, the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty in a prescribed manner as determined by the administration.
- B. Teacher may leave the building without requesting permission during their scheduled lunch periods, but must indicate their intended absence to the building principal.
- C. Teacher meetings will be a maximum of ten (10) per school year, for a maximum of fifty-five (55) minutes each beyond pupil dismissal time. Two additional meetings may be called at the discretion of the Superintendent. **The Superintendent may call additional meetings as necessary during the contract day (8:30-8:50 or 3:10-3:30).**
- D. **The regular workday for certificated employees shall be seven (7) hours, except that,** teachers will be permitted to leave ten (10) minutes after student dismissal time on Fridays.

In general the teacher workday will be 8:30 am -3:30 pm. At such time that the breakfast program is implemented, teachers may have hours before the normal 8:30 am – 3:30 pm work day, not to exceed seven (7) hours, in order to allow flexibility in scheduling to cover breakfast duty.

At such time that the breakfast program is implemented, the teachers agree it will be necessary to adjust the workday schedule, not to exceed seven (7) hours, to accommodate duty. The times and procedures will be mutually agreed upon by the Superintendent and the WEA. The teachers agree that if breakfast duty becomes necessary, the Superintendent will make every attempt to assign the teachers who volunteer. In the event there are insufficient instructional staff volunteers, the Superintendent reserves the right to assign teachers to breakfast duty.

- E. **All teachers will be provided a minimum of 175 minutes of preparation time per week, which will be covered by certified personnel. The Superintendent may assign additional prep time minutes for common planning time.** No teacher shall be removed from their scheduled preparation time for more than three (3) times in one school year. Preparation time for part-time teachers will be prorated.
- F. Teachers may be asked to return for three (3) evening events per year, not to exceed two (2) hours each. (i.e. concert, back to school night, conference) Teachers may leave at 1:30 p.m. the day on which evening conferences are held.
- G. Teachers assigned to write Individual Education Plans (IEPs) shall be provided with one hour release time for each IEP written in house with a schedule to be mutually agreed upon by the teacher and administration with substitute coverage provided.
- H. **Teachers will be assigned to supervise students before school and/or on the playground on an equal basis for no more than six (6) weeks per teacher, per school year.**

ARTICLE VIII

TEACHER EMPLOYMENT

- A. The BOARD agrees to hire only certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for Every teaching assignment, except on occasions when fully certified personnel are not available.
- B.
 - 1. Each teacher shall be placed on his/her proper step of the salary guide as of the beginning of the current school year, in accordance with paragraph two below.
 - 2. Credit for previous outside teaching experience may be given upon initial employment at the discretion of the Superintendent.

ARTICLE IX

PROFESSIONAL DEVELOPMENT

- A. The BOARD urges all teachers to keep up with the latest professional methods in teaching by continuous professional study. The BOARD agrees to pay 100% of these tuition costs, based on tuition charges at Rowan University, for such courses as approved by the Superintendent. The BOARD's obligation to this benefit shall not exceed:

\$8,000 in 2003-2004

\$8,500 in 2004-2005

\$9,000 in 2005-2006

If the reimbursement requests exceed the BOARD's obligation under the contract, **reimbursement will be divided among individuals equally not to exceed the price of tuition. In the event there is a surplus, the money will be applied to summer semester courses for that summer.**

- B. Reimbursement will be paid upon receiving a "Pass" in as pass/fail course or a grade of "B" or better (upon receipt of grades). Grades for the summer, fall, and/or spring terms are to be submitted by June 30th; disbursement will be made in July.
- C. The BOARD will pay registration and travel costs for any courses (nontuition reimbursed), workshops, seminars, conferences, in-service training sessions, clinics, etc. which teachers are requested by the Administration to attend outside of contract hours.

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

ARTICLE X

TEACHER ASSIGNMENT

- A. All tenured teachers will receive notification of rehire, and non-tenured teachers, who are rehired, shall be given a contract for the forthcoming year not later than May 15th. Teachers who are not being rehired, will be notified by May 15th.
- B. Teachers shall be given written notices of their assignments not later than June 1st. The administration may alter, modify, or change such assignments in the event of changes in enrollment or teaching personnel, and shall notify the teacher affected by such changes as soon as practicable.

ARTICLE XI

TEACHER EVALUATION

Legal references for teacher evaluation:

Tenured Teachers:

Administrative Code: N.J.A.C. 6:3-1.21

Non-Tenured Teachers:

Administrative Code: N.J.A.C. 6:3-1.9

ARTICLE XII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

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

ARTICLE XIII

SALARIES

- A. The salary guide (Exhibits A, B, and C) shall apply to employees covered in the agreement.
- B. The teachers will be paid every other week, beginning the first full week of school in September, on a schedule to be mutually determined by the Board Secretary and a representative of the ASSOCIATION.
- C. Teachers shall receive their final paycheck on the last working day in June, provided their room, and/or other areas of their responsibility, are orderly, as per inspection by a committee of administrators and W.E.A. members.
- D. Placement on the salary guide beyond the Bachelor's degree must be updated, by proof of graduate credits, except where position on the guide has been granted by the BOARD as of June, 1997.
- E. **Teachers entering their 25th year of pension credit will receive an additional \$500 longevity above the guide. Teachers entering their 26th year of pension credit will receive an additional \$500 longevity above the guide. Teachers entering their 27th year of pension credit will receive an additional \$750 longevity above the guide. Teachers already receiving a longevity stipend prior to the 2003-06 agreement will continue to receive \$1,000.**

WESTVILLE B.O.E. – 2003-2004 TEACHERS' SALARY GUIDE

WESTVILLE B.O.E. -- 2004-2005 TEACHERS' SALARY GUIDE

WESTVILLE B.O.E. -- 2005-2006 TEACHERS' SALARY GUIDE

ARTICLE XIV

PAYMENT FOR EXTRA ACTIVITIES

A. The BOARD agrees that the following activities shall receive extra payment as follows:

03-04 04-05 05-06

Flat Rate Stipends

Safety Patrol (1 position)	\$498	\$527	\$559
Student Council (1 position)	\$367	\$388	\$411
Dance Chaperones (max. 6 dances per year \$\$ to be divided among chaperones)	\$210	\$222	\$235
Director Winter/Spring Musicals	\$759	\$803	\$851
Outdoor Trip (each)	\$314	\$332	\$352
Camp Director (does not receive Outdoor stipend)	\$471	\$498	\$528
Workshops/inservice (flat rate for prep. & presentation)	\$157	\$166	\$176
Title I Coordinator	\$750	\$750	\$750

Hourly Stipends

Homework Club (2 positions/ 2 hrs. per week each)	\$21.00	\$22.00	\$23.00
Sports Clubs	\$13.00	\$13.75	\$14.50
Professional Development	\$26.00	\$27.50	\$29.00
Bedside Instruction	\$26.00	\$27.50	\$29.00
Summer Programs (academic)	\$26.00	\$27.50	\$29.00
ESL (outside contract time)	\$26.00	\$27.50	\$29.00

ARTICLE XV

PROFESSIONAL STUDY COMMITTEE

- A. The ASSOCIATION and the BOARD shall select a committee which shall meet with the Superintendent whenever necessary during the school year to review and discuss local school problems and practices.
- B. Areas of consideration shall include, but not be limited to, such matters as curriculum, textbooks, distribution of materials and supplies, student discipline, and parent visitation. Said committee shall consist of three (3) ASSOCIATION members, three (3) BOARD members, and two (2) Administrators.

ARTICLE XVI

HOSPITALIZATION, MEDICAL-SURGICAL PROTECTION

- A. The BOARD will pay one hundred percent (100%) of single coverage with a premium cost not to exceed the traditional plan. **Dependent coverage will be paid at the rate of one hundred percent (100%),** with the premium cost not to exceed the traditional plan. The plan will be equal to, or better than, the traditional plan available through the New Jersey State Health Benefits Plan. Employees will be offered a choice of two alternate Health Maintenance Plans payable at the same percentage as previously listed. The two HMO plans to be decided upon cooperatively between the BOARD and the ASSOCIATION representative.
- B. The BOARD will pay one hundred percent (100%) of the single premium cost for dental insurance. Dependent coverage, if made available by the provider, will be offered. The full cost of dependent coverage will be the responsibility of the employee.
- C. The BOARD will pay one hundred percent (100%) of the single premium cost for a prescription plan with a \$5.00/**\$1.00** co-pay. Dependent coverage, if made available by the provider, will be offered. **Dependent coverage will be paid by the Board at the rate of 25%.**

ARTICLE XVII

PERSONAL DAYS

- A. The BOARD will grant up to three (3) personal days per year without reason. Additional days, by stating a reason to the Superintendent may be granted, but without pay.
- B. Except in emergency cases, a minimum of forty-eight (48) hours notice is required for personal business leave.
- C. No personal days will be approved for days immediately preceding or following a scheduled school holiday or vacation. School holiday or vacation shall be defined as when both students and teachers are not required to be in school as indicated on the approved school calendar. In extenuating circumstances, the personal day may be granted if recommended by the Superintendent.
- D. All staff members are encouraged to schedule health and business appointments outside school hours or on days when school is not in session.
- E. Any personal days not used by an employee in any school year shall be carried over as compensable time as per Article XVIII.

ARTICLE XVIII

UNUSED PERSONAL AND SICK LEAVE

- A. In the event a teacher has met the following requirements:
1. a minimum of fifteen (15) years of service to the Westville School District,
 2. has accumulated sick and/or personal leave and qualifies for a service, age, or disability retirement under the New Jersey State Pension Plan, and
 3. notifies the BOARD on or before December 15th of the school budget year in which s/he retires,
- the BOARD shall make payment, at the beginning of the next school budget year, to that teacher in the following amount:
- Sick Leave: **2003-2006 per diem substitute rate for all unused sick days up to 120 days.**
- Personal days: **2003-2006 per diem substitute rate for all unused personal days beginning September 1, 1997**
- B. If a teacher notifies the BOARD after December 15th, it will result in the payment of the bonus the following year. Emergency or unusual circumstances concerning this provision of notification will be addressed on an individual basis.
- C. If a teacher exhausts available sick leave and additional days are needed, accumulated personal days will be converted back to sick leave.

ARTICLE XIX

NON-TEACHING ACTIVITIES

- A. In an attempt to provide additional time for teachers so that they can concentrate their endeavors toward productive additional activities, the BOARD agrees to maintain a Central School Register Program; the completion of which will be considered to be a part of any contracted duties.

ARTICLE XX

MISCELLANEOUS PROVISIONS

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

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

Payroll Deductions:

The BOARD shall provide, for all teaching members who wish to participate, payroll deduction for a tax-sheltered annuity program. The program will be placed with a company mutually agreed upon by the BOARD and the ASSOCIATION. It is agreed that there will be only one annual enrollment period. At the beginning of the program, there will be a minimum of twenty percent (20%) participation by the teachers. The BOARD agrees to make deductions from an employee's salary for:

1. Deposits in the A.B.C.O. Public Employees Federal Credit Union, in an interest-bearing account in the name of each individual employee.

Conditions:

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

Direct Deposit: The BOARD agrees to make available electronic direct deposit of employees' paychecks, provided the employees individually authorize the BOARD to do so.

DURATION OF AGREEMENT

- A. This Agreement will be effective **July 1, 2003, and shall continue in effect until June 30, 2006.** This Agreement may be reopened by the ASSOCIATION for negotiating purposes only upon adequate written notice to the BOARD on or before October 15, 2005. This agreement shall not be extended by written or oral agreement, and it is expressly understood that it will expire on the date indicated.

- B. In Witness Thereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers.

BOARD OF EDUCATION OF THE BOROUGH OF WESTVILLE, IN THE COUNTY OF GLOUCESTER, NEW JERSEY

Linda Albright, Business Administrator/Bd. Secy.

Tracy Damico, President

WESTVILLE EDUCATION ASSOCIATION

Beth Savidge, Vice President

Judith Klagholz, President