

AGREEMENT BETWEEN THE

**WOODSTOWN-PILESGROVE REGIONAL
BOARD OF EDUCATION**

AND THE

**WOODSTOWN-PILESGROVE REGIONAL
EDUCATIONAL ASSOCIATION**

JULY 1, 2006 THROUGH JUNE 30, 2007

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ARTICLE I
RECOGNITION

- A. The Board of Education of the Woodstown-Pilesgrove Regional School District recognizes the Woodstown-Pilesgrove Regional Education Association as the exclusive representative for the bargaining unit consisting of classroom teachers, nurses, guidance counselors, librarians, teachers of special classes, secretaries, computer technicians, paraprofessionals, Child Study Team members and athletic trainer, but excluding the Superintendent, Assistant Superintendent, Director of Special Education, Director of Curriculum and Instruction, School Business Administrator, Principals, Assistant Principals, Supervisors who evaluate, secretary to the Superintendent and secretaries to the Board Secretary/Business Administrator.
- B. Unless otherwise indicated, the term, "employees," when used as a generally descriptive term in accordance with provision A above, hereinafter in this Agreement, shall refer to all members of the negotiating unit, and references to male employees shall include female employees.
- C. The term "teachers" shall refer specifically to classroom teachers, nurses, guidance counselors, librarians, teachers of special classes, CST members and athletic trainer.
- D. The term "clerical staff" shall refer specifically to secretaries, computer technicians, and paraprofessionals included in Section A. above.

ARTICLE II
NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement. Such negotiations begin no later than one hundred and twenty (120) days before the required budget submission date of the Board. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be adopted by the Association first and then the Board, and signed by the delegated representatives of 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. The Board shall make available for inspection by the Association such financial records, data and information of the Woodstown-Pilesgrove Regional School District as is available to any member of the public by statutory regulation. This inspection shall be made by appointment with the Superintendent or his designee.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D. Negotiations Sessions
 - 1. Any agreement that is mutually agreeable to both parties shall be adopted by the Association and the Board.
 - 2. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be adopted by the Association and the Board and signed by the Association and the Board.

- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I with any organization other than the Association for the duration of this Agreement.
- 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. Definitions

- 1. A grievance is defined as a violation, misapplication, or misinterpretation of this Agreement, policies, administrative decisions, or state statutes or regulations affecting the terms and conditions of employment of employees in this bargaining unit.
- 2. A "grievant" is an employee who files a grievance.
- 3. "Day" means a school day, when school is in session, or a work day during summer and vacation periods.
- 4. "Representative" is a person or agent designated to represent either party in the grievance procedure.
- 5. "Party in interest" is a person, agent or agency with an interest in the grievance.

B. Procedures

- 1. Grievances shall be adjudicated according to the terms of this Agreement.
- 2. Formal grievances shall be filed in writing.
- 3. Communications and decisions concerning formal grievances shall be in writing.
- 4. Nothing herein precludes mutual extension of time limits of the grievance procedure.
- 5. Parties in interest shall be permitted representatives limited to three (3) persons at all levels of the procedures.
- 6. Failure by a grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the Board, except as provided hereafter.
- 7. Failure to issue a decision within the specified time limit shall render the grievance settled in favor of the grievant, except as provided hereafter.
- 8. When a written grievance is filed under C-2a. below, a copy will be submitted to the Superintendent. If, at the expiration of the time limits provided herein, there is no response from the other side, a five day notice will be given, at the expiration of which, in the continued absence of a response, the grievance will be resolved in accordance with the terms of sections 6 and 7 above.
 - a. For clerical staff grievances, failure to issue a decision within the specified time limit shall render the grievance settled in favor of the grievant. This provision will not be applicable in any grievance in which the remedy demanded exceeds the authority of the administrator who fails to respond within the time limits.

9. A class grievance is a formal grievance by the Association on behalf of (or by) two (2) or more affected employees. Such class grievance may be filed at Level III, but within ten (10) days of the occurrence. If the affected employees are under the direction of one principal, then the grievance must be initiated at the principal's level.

C. Processing

1. Level I - Informal Grievances

- a. A grievant shall discuss informally with the involved administrator or supervisor any alleged misinterpretation of this Agreement, within ten (10) days of such occurrence, in order to resolve the grievance. Failure to resolve grievance shall advance it to Level II.

2. Level II - Formal Grievances

- a. A grievant shall file a formal grievance within twenty (20) days of the occurrence, and shall specify the clause of the Agreement, the nature of the grievance, and the remedy.
- b. The involved administrator or supervisor shall hold a hearing promptly within five (5) days of receipt of the formal grievance, and shall render this decision within five (5) days after the hearing.

3. Level III - Appeals to the Superintendent

- a. Within five (5) days of the decision at Level II, the grievant may request an appeal to the Superintendent. The appeal shall include all materials previously submitted.
- b. The Superintendent shall establish a hearing within ten (10) days following such request, and notify the grievant at least five (5) days prior to the hearing date.
- c. Within five (5) days of the said hearing, the Superintendent shall notify the parties in interest of his decision.

4. Level IV - Appeals to the Board

- a. Grievances appealed to the Board shall be processed as in Level III, except that the Board will establish a hearing within thirty (30) days.

5. Level V - Arbitration

- a. Within ten (10) days of the decision of the Board, the Association may request arbitration of the grievance by filing notice with the Superintendent.
- b. The Board and the Association shall request a list of arbitrators from the Public Employment Relations Commission.
- c. The selection of the arbitrator and the conduct of the arbitration hearing shall be in accordance with PERC rules.
- d. The arbitrator shall first rule on the arbitrability of the grievance, if so requested by either party.

- e. The arbitrator shall have no power to add to, subtract from or alter the language of the Agreement. He shall have no power to make an award inconsistent with law. He shall rule only on the interpretation of the clause of the Agreement.
- f. The arbitrator's decision shall be binding on all parties, except that if his decision requires legislative action, such decision shall be effective only if such legislation is enacted.
- g. The cost of the services of the arbitrator shall be shared equally by the parties.
- h. Only grievances pertaining to violation of this Agreement may be processed to arbitration.

6. General Provisions

- a. No prejudice will attend any employee by reason of the utilization of participation in the grievance procedure.
- b. The filing or pendency of any grievance shall not impede the normal management and operation of the schools.
- c. All records of grievance processing shall be filed separately.
- d. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

ARTICLE IV
PROBLEM SOLVING PROCEDURE

- A. Employees shall submit problems, in writing, not of a contractual nature, to their immediate supervisor. If they are not satisfied with the solution provided by their immediate supervisor, they may appeal the problem to the Superintendent.
- B. The Superintendent's decision will be final and binding.
- C. All of the problems submitted in this procedure will be in writing and all of the answers given to the employee will be in writing.

ARTICLE V
WORK YEAR

- A. The teacher work year shall consist of one hundred and eighty-three (183) pupil days and one hundred and eighty-six (186) teacher days. One (1) teacher day shall be utilized for orientation and two (2) teacher days shall be utilized for in-service activity.
- B. All new teachers must report for two (2) special orientation in-service days for new staff members only.
- C. In the event that it becomes necessary to add pupil days to an adopted calendar, the Association shall be given the opportunity to make recommendations as to how this should be done.

- D. All ten (10) month secretaries and computer technicians will be required to work two hundred (200) days, excluding holidays. All twelve (12) month secretaries and computer technicians will be required to work two hundred and forty (240) days, except for Saturdays, Sundays, rotating holidays and earned vacation time. Paraprofessionals will be required to work one hundred eighty-eight (188) days. All other days between July 1 and June 30 are considered work days.
- E. If a clerical employee is requested to work on a holiday, the employee will receive holiday pay (a day's pay) plus an extra day's pay.
- F. Due to the variation in school calendars from year to year, and the nature of the position, the clerical staff holidays shall conform to that of the teaching staff with the exception of Christmas and Easter recesses, which will be determined by the building principal and approved by the Superintendent.
- G. When normal teacher and/or student attendance is excused for safety or emergency reasons, the attendance of support staff covered under this agreement shall not be required and will not be charged for such days unless make-up days are required for students and teaching staff.
- H. Secretaries will be able to choose when to use compensatory days and make-up days with their supervisors' approval. If the student calendar is altered due to emergency closing(s), those days may not be utilized as compensatory or make-up days.

ARTICLE VI
SALARIES

- A. Salary payments will be as follows:
 - 1. Any regular, annual or school year teacher who is under contract in any of the categories listed in the recognized bargaining unit and who is employed only a portion of each day shall have his salary prorated in accordance with this schedule. Salary increments shall be by action of the Board of Education and shall be based upon approved service. Any increments or adjustments may be withheld in accordance with New Jersey Law. Except for any increments or adjustments withheld in accordance with the legal authority of the Board, all employees covered by this guide will be placed on their proper step for the school year in which schedules apply.
 - 2. Teachers employed on a twelve (12) month basis shall be paid in twelve (12) monthly installments.
 - 3. Teachers employed on a ten (10) month basis shall be paid in ten (10) monthly installments.
 - 4. Teachers employed on a ten (10) month basis may individually elect to have a portion of their monthly salary deducted so that they may have a summer plan. The deducted funds shall be paid to the teacher at the end of June or in equal amounts on or about the 15th of the months of July and August. Any teacher may have an amount of his choosing deducted from his pay and deposited for him in the Salem County School Employees Federal Credit Union. Monthly payments will be made on or about the fifteenth (15th) of the month. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
 - 5. Teachers shall receive their final checks on the last working day in June or upon completion of the check-out condition for the year.

6. Extended Service Increments

Teachers who have completed a certain number of years in teaching and a certain number of years in the district are eligible for extended service, increments according to the following tables:

Teachers hired prior to July, 1, 2006 are grandfathered as follows:

Years in Teaching	Years in District	Payment	Amount
5	5	A	500
10	5	B	1000
15	10	C	1500
20	15	D	2000
25	20	E	2500
30	25	F	3000
35	30	G	3500

Teachers hired on and after July 1, 2006:

Years in Teaching	Years in District	Payment	Amount
15	10	A	1000
20	15	B	1500
25	20	C	2000
30	25	D	2500
35	30	E	3000

In order to receive extended service increments, faculty members must complete nine (9) semester hours of graduate credit within the previous five (5) years.

For example: an individual with nine (9) years teaching and five (5) years in the district was put on Step A in 1994-95. That person will have ten (10) years teaching and six (6) years in the district as of the end of the 1994-95 school year. If he/she can demonstrate the completion of an additional nine (9) credits taken within the previous five (5) years, he/she will advance to Step B as of 9/1/95.

In all other cases, a faculty member who is eligible for extended service increments will move up a step every five (5) years provided nine (9) credits are earned within the preceding five (5) years.

If a person is not at his "eligible" step because he/she failed to earn the nine (9) credits, he/she can move up in a successive year if the required credits are later earned; however, the credits must always be earned during the previous five (5) years. A person may not skip a step.

In-service credit may be substituted for three (3) graduate hours under Section 6 but may not be substituted for the remaining six (6) graduate credit portion. Fifteen (15) hours of in-service shall equal one (1) credit hour. In-service shall include:

Summer courses.

Weekend courses.

Courses taken during breaks in the school year.

Work on committees involving curriculum development, with the approval of the Superintendent and Curriculum Director.

In-service instruction provided by a staff member to other staff at double the rate (two [2] hours credit for one [1] hour lecturing), with the approval of the Superintendent and Curriculum Director.

In-service credit shall not be given for work done during the teacher's regular workday or for attendance at conventions.

If a person is approved to substitute in-service hours for these three (3) credits, he/she will not also receive an hourly stipend.

When a faculty member reaches the doctorate level, he/she no longer needs to satisfy the credit requirement for extended service increments

In all other cases after 9/1/94 a faculty member who is eligible for extended service increments will move up a step every five (5) years provided nine (9) credits are earned within the preceding five (5) years.

If a person is not at his "eligible" step he can move up in a successive year if the required credits are earned during the previous five (5) years. A person may not skip a step.

7. Teachers who retire immediately from service under the rules of TPAF (not vesting benefits) and who have not less than ten (10) years of service in Woodstown-Piles Grove will be compensated for 1/2 of their accumulated sick leave days, after the first fifty (50) days, which shall be deducted, at the rate of ninety dollars (\$90) per day (after deductions) in 2006-2007.

Teachers who claim this payment must notify the Board of their intent to retire by December 1 of their final year of service if they retire at the end of the school year, or not less than seven (7) months in advance of their retirement date if they retire at any other time. If, due to unusual circumstances notice is given less than seven (7) months in advance, payment may be made twelve (12) months after the receipt of notice. In the event that a teacher, having met all requirements herein, dies before receiving payment, payment will be made to the teacher's estate.

Payment will be made in any of the following schedules, at the option of the teacher:

- a. Full payment on or about July 1.
- b. Full payment on or about January 1.
- c. Half on each date.

8. Professional Development and Educational Improvement

The Board and the Association affirm that continued intellectual growth on behalf of its employees is vital to the progressive development of the educational program.

- a. The contractual agreement to pay teachers an ongoing additional sum of \$10 per credit earned prior to July 1, 1975, and \$15 per credit earned prior to July 1, 1976, shall be continued. Teachers will be reimbursed for tuition for graduate credits earned up to a limit of \$2000 per teacher in 2006-2007 by the Board of Education with the appropriate approval and submission of the necessary documentation and proof of payment. Books and fees can be reimbursed out of the per teacher maximums.

- b. Payment for additional credits earned after July 1, 1977, shall be subject to the following conditions:
 - (1) A maximum of twelve (12) credits per employee will be reimbursed in any fiscal year, providing such credits were earned during that fiscal year.
 - (2) Payments will be made within forty-five (45) days after the teacher submits official transcripts or letters of completion to the Superintendent of Schools and providing that the teacher has earned a grade of B or better or a grade of passing in pass/fall courses.
 - (3) Payment may be withheld for courses taken to satisfy emergency or provisional certification requirement, or for courses taken to pursue any degree not related to the educational profession, or for courses paid for by any other public or private funding or for courses taken while on sabbatical or other extended leaves of absence. Tuition reimbursement will be granted for graduate courses. The Board will reimburse teachers for undergraduate credits necessary to retain certification or if the administration requires the courses. The Board will also pay the cost of in-service programs taken outside the district.
 - (4) To be eligible for reimbursement, employees must notify the Superintendent and receive his approval prior to enrolling in graduate courses.
 - (5) Employees hired prior to July 1, 2006 (grandfathered) and who are enrolled in a matriculated program for Masters Degree in the field of Education or in the field of the subject area endorsement of their teaching certificate, and who reach one-half (1/2) the required credits toward that degree on or after July 1, 1991, shall receive a one-time lump sum payment of \$500. Employees shall submit proof of the completed credits and of total credits required for the degree when applying for the payment. Employees hired after July 1, 2006 are not eligible.
 - (6) Upon receiving a Doctoral degree, a teacher will no longer need to satisfy the credit requirement for the longevity payment.
- c. The Association agrees to cooperate in arranging in-service courses, workshops, conference visits to industries of neighboring school systems, and programs designed to improve the quality of education. Such activities shall be coordinated through the "Education Liaison and District-wide Educational Council." Final approval will rest with the Superintendent of Schools. Such decision shall not be subject to binding arbitration.
- d. The Board will reimburse secretaries, computer technicians, and paraprofessionals for college or other courses related to their duties in Woodstown-Pilesgrove, subject to the prior approval of the Superintendent, up to \$600 in 2006-2007. Books and fees can be reimbursed out of the per maximums.

9. Initial Employment

Initial hiring guide placement for new teachers to be hired for 1980-81 school year (and thereafter) shall be negotiable between the prospective new hire and the Board, provided that such salary shall not be above what would be the normal step placement based on experience, etc., and shall entitle the teacher to normal step progression thereafter.

Bachelor Degree

Bachelor Degree plus thirty (30) graduate credits

Masters Degree

Masters Degree plus thirty (30) graduate credits

All credits beyond the stated degree shall be at the graduate level and be given by institutions approved by the New Jersey State Board of Education. Transcripts, an official diploma, or notification of grades bearing an official and proper college seal shall be submitted to the Superintendent of Schools, who will evaluate the credits for Board of Education approval.

B. Secretary, Computer Technician, and Paraprofessional Salaries

1. All employees covered by this Salary Schedule shall be construed to be on duty for the calendar year, twelve (12) months unless otherwise scheduled.

The working year for ten (10) month secretaries and computer technicians shall be construed as 200 days. The working year for eleven (11) month staff members shall be construed as 220 days. The working year for twelve (12) month staff members shall be construed as 240 days, less earned vacation. The working year for paraprofessionals shall be one hundred eighty-eight (188) days.

A work day is defined as a day in which the employee is scheduled for work at the place of employee assignment or on approved vacation.

Salary for 240 work days, less vacation, will be computed on approved salary guide in accordance with classification.

2. An employee covered by this Salary Schedule will advance only one (1) step per contract year.
3. Transfers from one position to another shall be given full credit for all years of experience presently held at the time of transfer.
4. Initial placement on scale may be negotiated on the basis of training and experience as approved by the Superintendent for new clerical staff employees.
5. Any regular, annual or school year clerical employee who is under contract in any of the categories listed in the recognized bargaining unit and who is employed only a portion of each day shall have his salary prorated in accordance with this schedule. Salary increments shall be by action of the Board of Education and shall be based upon approved service. Any increments or adjustments may be withheld in accordance with New Jersey School Law Title 18A:29-14. A member of the bargaining unit whose increment or adjustment is withheld may use the appeal procedure in New Jersey School Law Title 18A:29-14 or may grieve the action in accordance with the grievance procedure in this Agreement.
6. In order to receive extended service increments, clerical staff must complete forty-five (45) hours of in-service credit as approved by his/her immediate supervisor within the previous five (5) years. At least thirty (30) of the forty-five (45) hours must be in an area of technology related to the clerical staff member's specific assignment. In-service instruction provided by a clerical staff member to other clerical staff members with the approval of the immediate supervisor shall accrue at double the rate of hours for the instructor (e.g. two [2] hours of in-service credit for one [1] hour of instruction). In-service credit shall not be given for work done during the regular work day or for attendance at conventions. College courses and workshops may be counted with prior approval of the administration.

Extended service increments shall be:	After 15 years	\$850.00 additional
	After 20 years	\$950.00 additional
	After 25 years	\$1050.00 additional
	After 30 years	\$1150.00 additional
	After 35 years	\$1250.00 additional

7. Clerical staff members who retire immediately for service under the rules of PERS (not vesting benefits) and who have not less than ten (10) years service in Woodstown-Pilesgrove will be compensated for one-half (1/2) of their accumulated sick leave days, after the first fifty (50) days, which shall be deducted, at the rate of seventy dollars (\$70) per day in 2006-2007 (after deductions).

Clerical staff members who claim this payment must notify the Board of their intent to retire by December 1 of their final year of service if they retire at the end of the school year, or not less than seven (7) months in advance of their retirement date if they retire at any other time. If, due to unusual circumstances, notice is given less than seven (7) months in advance, payment may be made twelve (12) months after the receipt of notice. In the event that a clerical staff member, having met all the requirements herein, dies before receiving payment, payment will be made to the clerical staff estate.

Payment will be made in any of the following schedules, at the option of the clerical staff member:

- a. Full payment on or about July 1
- b. Full payment on or about January 1
- c. Half on each date.

C. Extracurricular Salaries

1. Full adjustment to guide shall be made upon issuance of annual contract except as provided in (A) above.
2. Any teacher who has been employed in the Woodstown-Pilesgrove Regional School District in any position listed shall receive credit for each year of such service if he or she is hired for any other position listed in the same athletic or extracurricular category.

Ticket takers, sellers, scorekeepers and timekeepers will be paid \$64.06 per event effective 2006-2007. The head football ticket taker will be paid \$102.97 per event in 2006-2007. The head ticket taker for any other sport will be paid \$83.84 in 2006-2007.

TEACHERS SALARY GUIDE --- YEAR 1 --- 2006-2007

Step	Bachelor's	Bachelor's + 30	Master's	Master's + 30
1	40,394	41,879	43,415	45,002
2	40,701	42,186	43,722	45,309
3	41,008	42,493	44,029	45,616
4	41,315	42,800	44,336	45,923
5	41,715	43,200	44,736	46,323
6	42,165	43,650	45,186	46,773
7	42,749	44,234	45,770	47,357
8	43,435	44,920	46,456	48,043
9	44,665	46,150	47,686	49,273
10	46,528	48,013	49,549	51,136
11	48,957	50,442	51,978	53,565
12	52,762	54,247	55,783	57,370
13	56,796	58,281	59,817	61,404
14	60,253	61,738	63,274	64,861
15	64,049	65,534	67,070	68,657
16	67,846	69,331	70,867	72,454

CLERICAL SALARY GUIDE --- YEAR 1 --- 2006-2007

Step	12 Month Secretary	12 Month Tech	10 Month Tech	10 Month Secretary	Paraprofessional
1	24,090	24,845	19,715	19,780	17,956
2	25,090	25,845	20,715	20,080	18,156
3	26,090	26,845	21,715	21,080	18,356
4	27,090	27,845	22,715	22,080	18,556
5	28,090	28,845	23,715	23,080	18,756
6	29,090	29,845	24,715	24,080	18,986
7	30,090	30,845	25,715	25,080	19,581
8	31,090	31,845	26,715	26,080	20,540
9	32,090	32,845	27,715	27,080	21,926
10	33,090	33,845	28,715	28,080	23,626
11	34,090	34,845	29,715	29,080	25,430
12	35,090	35,845	30,715	30,080	27,414
13	36,090	36,845	31,715	31,080	30,396
14	39,000	39,755	34,125	33,490	31,486

*** Paraprofessionals did not move on guide because of shortened work year.**

2006-2007 Schedule B

Position	Step	1	2	3	4	5	6	7	8
Baseball - Head		3500	3624	3748	3873	4076	4282	4486	4690
Baseball - Asst.		2500	2640	2725	2850	3057	3211	3364	3670
Football - Head		4185	4302	4423	4544	4741	4934	5225	5400
Football - Asst.		2870	2885	2980	3101	3298	3494	3690	3950
Basketball - Head		3815	3975	4070	4200	4400	4600	4800	5000
Basketball - Asst.		2600	2765	2850	2940	3100	3275	3500	3750
Cross Country - Head		3133	3257	3380	3504	3708	3912	4116	4320
Cross Country - Asst.		2544	2669	2767	2890	3094	3299	3504	3708
Cross County - Middle School		2544	2669	2767	2890	3094	3299	3504	3708
Tennis - Head		3133	3257	3380	3504	3708	3912	4116	4320
Tennis - Asst.		2544	2669	2767	2890	3094	3299	3504	3708
Track - Head		3500	3624	3748	3973	4076	4282	4486	4690
Track - Asst.		2500	2640	2725	2850	3057	3211	3364	3670
Hockey - Head		3815	3953	4070	4200	4400	4600	4800	5000
Hockey - Asst.		2600	2765	2850	2940	3100	3275	3500	3707
Softball - Head		3500	3624	3748	3873	4076	4282	4486	4690
Softball - Asst.		2500	2640	2725	2850	3057	3211	3364	3670
Golf - Head		2696	2830	2968	3103	3328	3553	3775	4000
Golf - Asst.		2022	2122	2226	2327	2496	2663	2831	3000
Soccer - Head		3500	3624	3748	3873	4076	4282	4486	4690
Soccer - Asst.		2500	2640	2725	2850	3057	3211	3364	3670
Wrestling - Head		3616	3738	3862	3984	4190	4415	4594	4800
Wrestling - Asst.		2531	2656	2753	2876	3079	3283	3486	3689
Swimming - Head		3500	3624	3748	3873	4076	4282	4486	4690
Swimming - Asst.		2500	2640	2725	2850	3057	3211	3364	3670
Intramural - Fall		2549	2670	2790	2908	3108	3305	3503	3700
Intramural - Spring		2549	2670	2790	2908	3108	3305	3503	3700

2006-2007 Schedule C

	Step	1	2	3	4	5
High School						
Department Chair		2247	2322	2458	2655	2853
Cheerleader Advisor – Head – Fall		1736	1812	1962	2111	2262
Cheerleader Advisor – Head – Winter		1736	1812	1962	2111	2262
Cheerleader Advisor – Asst.		1265	1321	1431	1540	1649
Band Director		3014	3219	3424	3628	3701
Band Director Asst.		1783	1856	2062	2267	2469
Drama Advisor		2160	2364	2569		
Yearbook Advisor		2327	2580	2737		
Newspaper Advisor		2327	2580	2737		
Student Council Advisor		2229	2436			
Senior Class Advisor		2469				
Junior Class Advisor		2259				
Sophomore Class Advisor		2064				
Freshmen Class Advisor		2064				
Student Store		2160				
Music Director		1265				
Choreographer		948				
Set Director		1262				
Pit Band		948				
Drama Producer		1987				
Mock Trial		1418				
National Honor Society		1265				
FBLA		1265				
FFA – Head		1265				
FFA – Assistant		885				
AVA		1945				
Middle School						
Yearbook Advisor		1052				
Student Council Advisor		1452				
Newspaper Advisor		1052				
Drama Advisor		1449				
Music Director		1262				
Choreographer		948				
Set Director		1262				
Grade Chair		1895	2037	2185	2340	2502
AVA		1945				
Mary Shoemaker						
Department Chair		1895	2037	2185	2340	2502
AVA		1945				

ARTICLE VII
LEAVES OF ABSENCE

A. Except for personal disability or emergency situation, employees included in this Agreement shall be expected to work each designated workday unless excused under the following stipulations:

B. Leave With Full Pay:

1. For ten (10) month employees, allowance for personal illness or disability will be ten (10) days per year with the unused portion accumulated without limit. After five (5) years of service in the district, one (1) additional day per year will be available until a maximum of five (5) per year is reached, for serious illness in the immediate family, defined as parents, spouse or children. Unused family illness days will convert to sick leave and be accumulated at the end of each fiscal year.
2. For twelve (12) month employees, allowance for personal illness or disability will be twelve (12) days per year with the unused portion accumulated without limit. After five (5) years of service in the district, twelve month employees will receive ten (10) sick leave days per year, three (3) days for serious illness in the family, and one additional serious family illness day per year to a maximum of five (5) serious family illness days per year. Immediate family is defined as parents, spouse or children. Unused family illness days will convert to sick leave and be accumulated at the end of each fiscal year.
3. A physician's statement may be required for serious illness in the family.
4. A physician's statement may be required for personal illness or disability.
5. Bereavement Leave
 - a. The Board will provide up to four (4) work days leave for each death in the immediate family. The Superintendent shall-determine the actual number of days granted in each circumstance. Days shall be taken consecutively and contiguously to the death.
 - (1) The immediate family shall consist of the employee's mother, father, sister, brother, son, daughter, spouse, mother-in-law, father-in-law, and grandparents.
 - (2) The work days granted for bereavement leave shall be non-cumulative.
 - (3) One (1) work day per year for the death of a friend or relative, other than those identified in B-5a(1) above.
 - (4) The work day granted for bereavement leave shall be non-cumulative.
6. Personal Business Days

Each employee may utilize up to two (2) work days per year for personal business reasons and shall not be required to state a specific reason for requesting same except in b. below:

- a. The Superintendent of Schools must be notified, on the appropriate district form, forty-eight (48) hours in advance of said leave.

- b. If the Superintendent is not notified forty-eight (48) hours prior to said leave, then the leave may be taken only if an emergency exists that has been explained to the Superintendent.
- c. Unused personal business leave days shall convert to sick leave days as long as the accumulated number does not exceed fifteen (15) for that year.
- d. No more than five percent (5%) of the teachers in a given building may take personal business days on the same day and no more than one (1) member of the clerical staff may take personal leave on the same day.
- e. No personal business days may be utilized on the days immediately preceding or following a holiday or vacation period.
- f. Utilization of personal business days as of May 1 of each school year, up to and including the last day of school (until June 30 and during the week before the opening of school for clerical staff), shall be with the consent of the Superintendent or his designee and such consent must be received prior to utilizing personal days during this period of time.
- g. One of the two personal days may be taken as half days with prior approval of the Superintendent or designee.

C. Limitations

- 1. Special consideration may be given particular problems of employees with extended years of service.

D. Rules Governing Absence

- 1. Employees are to notify their administrator or his delegate of pending absence. Such notification will be in accordance with the directions of the administrator.
- 2. After returning from absence, each employee will prepare an Absentee Record Form, completed accurately, and turn it in to the supervisor's office within three (3) school days. If an employee fails to turn in the Absentee Record Form within the required time period, the employee may be subject to disciplinary action.
- 3. For absences that can be anticipated, advance arrangements are to be made.
- 4. Absence for professional business, conference, school visitations must be approved in advance.
- 5. The daily checking in and out are important parts of the employee accounting procedure. It is the responsibility of each employee to check in by the designated time and check out, if permission is granted for leaving before the end of the normal workday. Requests to leave during or before the end of the workday are to be made to the supervisor.

E. Sabbatical Leave

- 1. After having taught seven (7) consecutive years in the Woodstown-Pilesgrove Regional School District, a teacher may receive leave for a year with half pay in accordance with the following provisions:
 - a. The leave will be for a regular and formalized program of education or travel or other program that may be approved by the Board of Education. All programs must be meaningful in terms of the

present or future teaching assignment. The education shall be full-time residence program or its equivalent given by a recognized and approved institution. The travel shall be an extensive, planned itinerary.

- b. Applications for leaves shall be filed with the Superintendent of Schools by March 1 immediately preceding the leave and shall be made on the forms provided by the Superintendent. The Board will examine the detailed request on the recommendation of the Superintendent.
- c. All leaves must be approved by the Board of Education.
- d. Leaves will be limited to one (1) per year and when more than one (1) applicant files for a given year, applications will be processed so that teachers with the longer number of consecutive years service in the district will be given primary consideration.
- e. Teachers on leave in accordance with these policies shall not lose seniority, retirement, and tenure rights.
- f. As part of the application for leave, the teacher will sign an agreement to return to serve for two (2) consecutive years in this school district immediately after leave.
- g. Leaves shall be for an academic year from September 1 to the following June 30.

F. Child-Rearing Leave

- 1. An employee may make application to the Board for a child-rearing leave of absence without pay for purpose of caring for a newborn or newly adopted infant child beyond the time allowed by the Family Medical Leave Act.
- 2. Written application will be made to the Superintendent as soon as possible, but not less than ninety (90) days prior to the expected date of cessation of work. This time requirement may be reduced as necessary if the adoption agency gives the adoptive parents less than ninety (90) days notice.
- 3. Child-care leaves will begin immediately upon the expiration of disability leave for pregnancy and child birth or at a date mutually agreed upon by the Board and employee.
- 4. All such leaves will end at the end of the current school year unless in conflict with the Family Medical Leave Act.
- 5. Employees may make application for an extension of childcare leave for one (1) additional school year and the Board may grant such an extension.
- 6. To the extent that the terms of the group health insurance contracts covering members of the bargaining unit permit, employees on child-care leave will be permitted to continue such coverage by paying their own premiums after expiration of Family Medical Leave Act benefits.

Teachers absent less than ninety (90) school days shall receive an increment the following year upon return and all benefits shall be restored.

- G. Time necessary for appearance in any legal proceeding arising out of the employee's performance of his duties, providing that the employee is not participating or assisting as an adversary to the Board, shall not result in loss of pay personal leave.

H. Other leaves subject to the terms dictated by the Board of Education may be applied for and approved in the sole discretion of the Board.

ARTICLE VIII
WORKDAY AND WORKLOAD

- A. 1. Teachers shall indicate their presence for duty each day by signing their initials, as signed on the first day of each school year, on the designated line on the sign-in roster in accordance with the time schedule for teacher arrival set forth by the Board of Education for each building.
2. Teachers shall be required to report for duty no earlier than twenty (20) minutes before the opening of the pupils' school day, and shall be required to remain no later than twenty (20) minutes after the close of the pupils' school day. On Fridays or on days preceding holidays or vacation, or Back-to-School Night, the teachers day shall end at the close of the pupils' day.
3. Teachers who fail to sign in for any reason by the designated time set forth by the Board of Education shall suffer a wage deduction for the amount of time elapsed from the designated sign-in time up to the actual sign-in time.
4. Teachers shall not be required to indicate that they are leaving the school grounds at the end of the school day, unless they are leaving prior to the designated departure time and must have the express permission of the building principal or his designee.
5. Teachers required to teach beyond their total regular school workday shall be compensated at an hourly rate of 1/7th of their daily rate (1/200th of their annual salary).
6. A regular school workday is defined as being from the time a teacher is regularly scheduled to report for duty in the morning until the regularly scheduled time for leaving at the end of the workday as set forth by the Board of Education in accordance with 2. above.
7. Teacher attendance is required, unless specifically excused by the principal or his/her designee, at staff meetings, departmental meetings, grade level meetings, and faculty meetings unless excessive meetings are scheduled. "Excessive," in this case, shall mean any month in which more than five (5) of the above are scheduled of all employees in a given building, excluding meetings necessary for the implementation of the "Thorough and Efficient" or Core Curriculum Standards guidelines. Every teacher shall, in addition to the above commitments, be required to attend one (1) Back-to-School Night each year.
8. Teacher attendance is required at two after school programs per year, such as, but not limited to the following: musicals, plays, P.T.A. meetings. By September 10 of each school year, the Superintendent shall provide a list of all acceptable programs under this article. If additional programs not anticipated in September occur, the Superintendent shall submit a revised list to the teachers. If a teacher has already attended two approved programs, he shall not be required to attend any additional programs. Teachers shall provide their principals with the two programs they plan to attend by September 30 of each school year.
9. Parental conferences and student help are within the scope of regular duties.
10. Teachers shall not receive additional compensation for any of the activities noted in Sections 7, 8 and 9 cited above.

11. Teachers may request in writing from the building principal an excused early departure for:
 - a. Emergency dental and medical appointments which arise on the day that the request is made. Time will be charged to sick leave unless it falls within the last thirty (30) minutes prior to departure. Said time will not be deducted from sick leave.
 - b. Association and/or other educational meetings (local, county, state and national).
 12. Teachers may request in writing from the Superintendent an excused early departure to attend early classes for graduate credit, certification and general educational improvement.
 13. Teachers involved in unexcused early departure will be docked for the entire time involved.
 14. Teachers who fail to sign in, are late or depart early without permission, will acknowledge said occurrence by signing a paper which contains the date, the amount of time involved, the reason for the occurrence, and the principals signature.
 - a. A copy of this paper will be given to the teacher.
 - b. The principal or Superintendent may excuse for just cause any teacher involved in any of the above occurrences.
 - c. Payment for teaching a seventh period shall be \$3700.
- B. 1. In addition to a homeroom period, a secondary teacher shall not be assigned more than thirty (30) of the thirty-five (35) periods of the week or a similar ratio.
2. During a nine (9) period day in the secondary school (Grades 7-12), teachers may be assigned to seven (7) periods of pupil contact, of which no more than six (6) may be teaching period with regard to preparation, except as specified below:
 - a. Teachers in grades 7-12 shall have no more than six preparations daily. A preparation shall be defined as a grade level in a major subject or any elective course title.
 - b. Department chairpersons in the high school shall be assigned no more than five (5) teaching periods with no duties.
 3. Teachers in grades 5 through 12 shall, in addition to their lunch period, have one (1) preparation - conference period per day.
 4. Teachers in grades pre- K through 12 shall have a duty-free lunch period in conformance with State Board of Education rules.
 5. Teachers in grades pre- K through 4 shall have not less than one (1) forty (40) minute preparation - conference period per day.
 6. Special subject teachers, subject to receiving one preparation conference period per day and a lunch, may be assigned to professional duties as needed in their assigned building at times when they do not have a class.

7. In emergency situations (unusual, unforeseen, temporary situations) when the safety of pupils is involved, teachers may be given other assignments during the time described in B-3, B-4, and B-5 of this section.
 8. When it becomes necessary to assign teachers to cover classes during their conference preparation periods, they shall be compensated in one of two ways as follows:
 - a. A teacher shall be eligible to take one (1) compensatory day upon providing twenty (20) coverages. No more than one such day can be taken. A compensatory day cannot be taken after a holiday or before a holiday, unless the holiday is preceded by a half-day session, or
 - b. Class coverage rate shall be \$37.55 per coverage in 2006-2007.
 - c. This compensation shall not be paid if teachers were given assignments in emergency situations as described in subsection 7. above.
- C. The Association and Board of Education recognize that the preparation time scheduled during the regular school day should be used for the purpose of professional preparation: include such things as materials, lesson plans, etc., consulting with parents, school administrators and coworkers. As a professional, it is the responsibility of the teacher to accomplish these goals and to budget his time according to his best professional judgment.
- D. A normal work schedule of forty (40) hours per week is established for all clerical staff employees. The regular workday shall consist of eight (8) hours, which includes one hour per day for lunch. Any part time clerical employee who works more than five (5) hours in a day is entitled to a one (1) hour break for lunch.
- E. Clerical employees covered by this Agreement are compensated on a salary basis for a forty (40) hour week.
1. Overtime will be paid to clerical employees covered under this Agreement who work in excess of forty (40) hours per work week. The rate of overtime pay shall be calculated at 1-1/2 times the normal rate of pay. Said overtime shall be authorized by the building principal.
 2. Clerical employees may be required to work in excess of the normal forty (40) hour schedule on certain occasions. Those hours may be credited as compensatory time as outlined below:
 - a. Compensatory time will be accrued on a time-for-time basis.
 - b. Use of accrued compensatory time shall be only with the approval of the Superintendent of Schools upon request of the employee.
 - c. Clerical employees may accumulate a maximum of five (5) days of compensatory time in any contract period. Compensatory time not used by a clerical employee during the contract period shall be considered waived by the employee and the employee shall make no further claim on the Board for such waived time as either-compensatory time off or payment at the overtime rate.

ARTICLE IX
TEACHER ASSIGNMENT

- A. 1. Tentative assignment of subjects to be taught in the high school or grade or class assignment in the elementary school for the ensuing academic year shall be given to the teachers no later than the closing of school in June.

2. In the event that it becomes necessary to change the assignments described in A. 1. above, after August 1, the teacher affected shall be notified in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent and the teacher affected and at his option, a representative of the Association. If a teacher assignment is changed after August 30 for the upcoming school year, the teacher receives one days pay, except for teacher "looping."
3. All assignments must be within the area of certification.

ARTICLE X
HOME INSTRUCTION AND OTHER PROGRAMS

1. All openings for positions listed in the bargaining unit in home instruction and in state, federal, or other projects operated by the Woodstown-Pilesgrove Regional School District shall be announced by the Superintendent and posted on teacher bulletin boards as they occur.
2. Teachers doing home instruction shall be paid 1/7th of their daily rate (1/200th of annual salary), "plus mileage at the current rate as approved by the Board of Education."
3. Teachers will be paid on the above basis only if home tutoring is performed outside the defined regular school day, plus mileage at the IRS rate for new cars.
4. Hourly payment is at the following hourly rate for all paid activities not included in schedules B and C: \$24.50 in 2006-2007.

ARTICLE XI
TEACHER EVALUATION

- A. 1. It is recognized by the Board that evaluation is an important aspect of personnel relations, and that evaluation procedures are necessary to aid in the improvement of instruction and its auxiliary services through increasing staff effectiveness, and to identify quality of service as it relates to administrative recommendations in connection with dismissal, reappointment, salary increments, transfer, and promotion.
2. A monitoring or observation of the work performance of staff members shall be conducted openly.
3. All professional personnel are to be evaluated by persons holding a supervisory certificate as issued by the State Department of Education.
- B. 1. An annual Evaluation Report is to be made for all professional personnel.
2. The Evaluation Report is to be made by the appropriate administrator and a copy sent to the Superintendent, the teacher at his request, and a copy retained in the office of the person making the report.
3. The Evaluation Report shall be the result of observations, official reports and other pertinent information and evidence. All Evaluation Reports shall include any strengths and weaknesses, and where indicated, shall include suggestions for improvement. Those being evaluated shall be made aware of the ratings and recommendations. The staff member shall acknowledge that he has had the opportunity to review any observation and Evaluation Reports by affixing his signature to the copies to be filed with the express understanding that such signatures in no way indicate agreement with the contents of the reports.

4. The staff member shall have the right to submit a written answer to any observation or Evaluation Report and his answer shall be reviewed by the Superintendent and a copy attached to the file copy sent to the teacher.
- C. 1. Any complaints regarding a teacher made to any member of the administration or Board by any parent, student or person, which is to be put in the teachers personnel file, shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaints and shall have the right to be represented at any meetings or conferences regarding such complaints.
- D. 1. The Association shall have the right to make suggestions and recommendations to the Superintendent in regard to an evaluative form.

ARTICLE XII
COST OF PRINTING

- A. Copies of this Agreement shall be provided to the Board and the Association in as many copies as shall be mutually agreed upon. Costs of publication and distribution shall be borne equally by the parties to this Agreement. The Association's Constitution shall not be attached to the negotiated agreement.

ARTICLE XIII
HEALTH INSURANCE

- A. Effective July 1, 1996, the BCBS Traditional plan will no longer be offered to any employee. Blue Select shall become the standard program for the district. The Board of Education shall make available to current employees in the bargaining unit, and be responsible for one hundred percent (100%) of the dependent coverage for each employee in the Blue Select Plan or an equal to or better plan. Any such plan shall include an out of network deductible of thirty percent (30%). The plan will not cover maternity for dependent children.

Employees hired after the date of this contract signing will receive the "Blue Choice" program for the employee and any eligible dependents for the first three (3) years of employment at Board cost. New employees may, at their own expense through payroll deductions, pay the difference between the Board paid program and the BC/BS Traditional plan, Blue Select or HMO Blue for the first two years. Beginning in February 2004, co-pay for office visits is ten dollars (\$10).

- B. The Board will provide a co-pay prescription plan at Board expense for each employee and his or her family where applicable. The prescription card co-pay shall be \$25/\$10 for 2006-2007.
- C. The Board of Education shall pay the cost of premiums for the employee and dependents, for the Delta Dental III A Dental Insurance Plan, or its equivalent.
- D. Part-Time Employees: part-time teachers must work a minimum of 25 hours/week including a daily 40 minute prep for full health insurance coverage. Those employed prior to July 1, 2006 will be grandfathered. All other part-time staff must work a minimum of 25 hours per week to be eligible for health insurance.

ARTICLE XIV
POSTING PROCEDURES

Any vacancy will be posted on the central bulletin board in each school building for a ten (10) day period after the vacancy is made known to the Superintendent, except that teaching vacancies which occur during the school year will be posted for five (5) days. Any employee who wishes to be considered for any said vacancy must contact the Superintendents office in writing within the posting period noted above.

ARTICLE XV
NO STRIKE CLAUSE

The Association agrees that it will not engage in any job action, sanction activities on the part of its membership providing that the Board of Education continued to negotiate in good faith as determined by PERC procedures under Public Law 123 as amended.

ARTICLE XVI
BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulation (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to the, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XVII
SECRETARIAL VACATIONS

A. Annual vacations based on seniority shall be taken within the contract period at the discretion of the Superintendent of Schools. Secretaries who were employed on or before June 30, 1984 may bank a maximum of two (2) weeks accrued vacation time. Members employed on or after July 1, 1984 may bank a maximum of one (1) week accrued vacation time.

B. Vacation schedules for all regular twelve (12) month secretaries will be as follows:

<u>Years of Service</u>	<u>Vacations</u>
After 1 year.....	5 days
2 years to 5 years	10 days
6-9 years	15 days
10-14 years	17 days
15-19 years	18 days
20-24 years	20 days
Over 25 years.....	25 days

In addition to current vacation time schedule for twelve (12) month employees, those employees shall also receive their birthdays as a paid vacation. They shall receive that day even when the birthday falls on a holiday or weekend.

- C. Present secretaries will continue to receive vacation rights that have been built up by them until they reach the number of years needed to conform to this provision.
- D. Whenever a legal holiday falls within the scheduled vacation period, the secretary will receive one (1) extra day of paid vacation or an additional day's pay rather than a vacation day.
- E. Future transfers from ten (10) month employment to twelve (12) month employment shall have such full-time in-district service credited toward vacation entitlement. (Example: Four (4) years of ten (10) month service = forty (40) months credit toward the above vacation "Years of Service.")

ARTICLE XVIII
JURY DUTY

All employees covered by this Agreement who are called on jury duty shall be paid for the time thus lost from regular school duties and the amount of payment shall be the difference between their regular pay and their jury duty pay.

ARTICLE XIX
JUST CAUSE

No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause.

ARTICLE XX
REPRESENTATION FEE

A. Purpose of Fee

- 1. If an employee covered by this agreement does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employees per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification

- 1. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by NJEA in accordance with the law.

C. Deduction and Transmission of Fee

1. Notification

On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year, the NJEA shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the February paycheck.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same or those used for the transmission of regular membership dues to the Association.

- a. Clarification: If dues for members are paid by automatic payroll deduction, fees paid by fee payers shall be paid in the same manner. Cash payment is only permitted if members also pay by cash.
- b. Dues deducted are submitted to NJEA, as are representation fees, not to the local association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such change will be reflected in any deductions made no more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month Article and Agreement become effective, the Board will submit to Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding leave of absence, return from leave, retirement, resignation, separation from employment, or death.

D. Indemnification and Save Harmless Protection

1. Liability

The Association agrees to indemnify and hold the Board and the administration harmless against any and all claims, demands, suits, or other forms of liability, including reasonable legal and/or representation fees resulting from any of the provisions of this Article or reliance upon any lists, notices, or assignments furnished under this Article which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that

- a. the Board gives the Association timely notice in writing of any claim, demand, suit, or other form of liability in regard to implementation of this Article, and

- b. if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, suit, demand, or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

2. Exception

It is expressly understood that Paragraph 1 above will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or administration.

E. Membership Availability and Demand and Return System

1. Membership in the Association is available to all employees on an equal basis and the Association has established and maintains a demand and return system which complies with the requirements in Sections C-2 and 3 of this Article.

ARTICLE XXI **SAVINGS CLAUSE**

Unless other wise provided in this Agreement, nothing contained herein shall be interpreted so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date. A benefit is herein defined to mean one that is tangible and measurable and existing for no less than one (1) year.

ARTICLE XXII **STATUTORY SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is declared illegal by any action or legal authority of recognized jurisdiction, 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.

ARTICLE XXIII **FULLY BARGAINED PROVISION**

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations.

ARTICLE XXIV
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2006, and shall continue in full force and effect until June 30, 2007. The parties agree that there will be no new negotiations on any matter for either party, during the life of this contract except those for a successor Agreement.

Negotiations shall be reopened at the request of the Board if there is to be a change to an intensive scheduling model or alternative scheduling model.

For the WPREA

For the WPRBOE

President

President

Chair-Negotiations Committee

Chairman-Negotiations Committee

Date Ratified by WPREA _____

Date Ratified by WPRBOE _____

ATTEST: _____
Board Secretary