

AGREEMENT

Between

WOODBINE BOARD OF EDUCATION

and

WOODBINE EDUCATION ASSOCIATION

July 1, 2003 Through June 30, 2006

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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

Specialists: Learning Disability, Social Worker and Psychologist

Behavior Specialist

Librarian

Excluded are: Principals Assistant

Principals Per Diem Substitutes

B. Unless otherwise indicated, the term "teachers", when used thereafter 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

Library/Office Assistant

CST Secretary

Classroom Aides

Computer Technician (if appropriate) Excluded

are:

Substitute non-certificated employees

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

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. 34:13 A-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 agree 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 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 counter proposals 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, solutions to the problems which may affect an employee's terms and conditions of employment. 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. The number of days indicated at each level should be considered as a maximum. 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 grievance(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 Superintendent 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 Superintendent 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 at level one, 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 the grievance has not been resolved at Level Two, the following provisions and procedure shall apply. The parties agree that there are two types of grievances for the purpose 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 parties.
- (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 the award within a reasonable time after the conclusion of the arbitration hearing.

Type Two Grievance

In the event a Type Two Grievance is not resolved at Level Two, the employee(s) may within ten (10) school days following receipt 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 arbitrator 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 (10) 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 non-tenured 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 Superintendent 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.

6. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties.

ARTICLE IV ASSOCIATIONS

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 of 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 Superintendent 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 Superintendent 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 Superintendent, and provided 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, computers (except computers in administrative offices), 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 teacher's room.

I. The Board will continue to make a reasonable effort to provide a telephone in a sole designated area identified as the teacher's lounge.

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 183 days, which shall include three days of in-service. The Board shall establish the work year for each job description.

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 seven (7) hours (of which V_z hours shall be non-student contact time) including a duty free lunch period of thirty (30) minutes. The 7 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, Curriculum 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. It is understood teachers shall remain for computer instruction. Except for an emergency, teachers shall not be assigned to cover classes during their preparation period in which they are relieved.

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.

2. Student attendance shall be reported to the central office daily by each classroom teacher in accordance with procedures established by the Superintendent. The register shall be maintained by the central office.

3. Teachers who are required to use their cars in the performance of their professional duties shall be reimbursed at the present IRS rate per mile

4. 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.

5. Teachers shall perform detention and remediation of their own students as per present practice. The Upper grade teachers will perform detention not to extend more than thirty (30) minutes after the student day, which is fifteen (15) minutes after the contractual workday. No teacher shall be assigned if there is a volunteer.

ARTICLE VIII TEACHER

EMPLOYMENT

A. Each teacher shall be placed on his or her proper step of the salary schedule in accordance with Paragraph I 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. Additional credit for military experience shall be in accordance with the law. In order to be eligible for incremental movement on the salary guide a teacher must have completed 135 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 and non-tenured staff shall be notified in writing of their contract and salary status for the ensuing year no later than May 15. Salary status shall be understood as step on guide according to classification.

C. Contracts given to teachers and non-tenured staff 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.

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 biweekly.

C. Teachers may elect to participate in the "Direct Deposit of Paychecks" program offered by the Sturdy Bank.

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 Superintendent's office in writing by December 1st of the preceding school year.

G. Paychecks shall begin immediately following the first full pay period in September. 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 two and three quarters percent (2.75%) 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. It is expressly understood that at no time will this payment increase the overall across the board wage settlement percentage agreed to by the parties.

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I. Teaching staff members shall be compensated 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 May 30th, any teacher affected shall be notified promptly, in writing. C. The Superintendent 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 Superintendent shall deliver to the Association and post in the school building a list of 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 Superintendent no 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 Superintendent shall post in the school and deliver to the Association President a schedule showing the names of all the teachers who have been reassigned or transferred.

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 notified, but said teacher shall have the right to reapply for 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 assignment shall be given 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 assignment 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 assignment made during the school year shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher shall be notified of the reason therefore. 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 level of responsibility become vacant, such vacancies shall be adequately publicized by the Board. Notice of such vacancies 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 and support staff 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/her 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/her 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 representative of the Association accompany him/her 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/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent 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/she has the opportunity to review such material by signing and dating the file folder or signature sheet contained therein with 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 materials and his/her answer shall be reviewed by the Superintendent or his/her 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 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.

D. Whenever any teacher is asked to appear before the Superintendent, Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview. He/She shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. In the event that a meeting with an administrator is requested by a teacher, the teacher, at his/her discretion, may be accompanied by a representative from the Association.

E. Final evaluation of a teacher upon termination of his/her 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

TEACHER FACILITIES

Each school shall have the 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 allowing teachers to 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/she 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 teacher responsibility.

ARTICLE XVI

SICK LEAVE

A. All 10 month unit members 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). Part time employees covered under this agreement shall receive prorated sick leave pay based on their regularly scheduled hours of work.

B. Each 10 month unit member shall be notified in writing of the total amount of unused sick leave credited to him/her 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. In the first of this Agreement, 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 fifty five dollars (\$55) a day multiplied by the total of the employee's accumulated sick leave days and unused personal leave days up to a maximum of 200 days. This amount will be paid to the teacher or their estate.

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. Part time employees covered under this Agreement shall receive prorated personal leave based upon their regularly scheduled hours of work. Except in case of emergency, any teacher requesting personal leave must give in writing, forty-eight (48) hours advance notice to the Superintendent/Designee. Approval of personal leave shall be at the discretion of the Superintendent/Designee, which approval shall not be unreasonably withheld. Personal days are not to be taken before or after a holiday or sick day. Upon the presentation of special circumstances, an employee may be permitted to take a personal day-contiguous to a holiday with the recommendation of the administration and the approval of

the Board. Approval will not be unreasonably withheld. A written explanation will be provided with a denial. 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 to attend 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. Teachers must submit their request for this leave within a reasonable time frame that permits the district to secure an appropriate replacement during the teacher's absence.

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 choosing, at the Board's expense, to ascertain whether the

teacher is medically disabled. Following any difference of medical opinion between 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 employees 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 leave 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 the medical capacity of the teacher to continue teaching, such 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 an extended leave of absence for medical disability can be anticipated, a teacher shall file a written request for such leave with the Superintendent within thirty (30) 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 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, or retiring.

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 any other natural break in time which the Board deems in keeping with the education needs of the school.

5. A teacher may make an application to the Board for a child rearing leave absence for a period of up to one year. Said application shall be made to the Superintendent 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 education 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 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 s/he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level as if s/he would have achieved if s/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 135 school and/or working days, including orientation, professional and NJEA Convention days during that school year; except for teachers hired prior to June 30, 1997, who must work 91 days.

F. Military leave will be granted in accordance with the law. Benefits currently being received an existing employee shall remain as per the current practice. Said benefits shall not apply to any other existing or new employee. G. State and Federal FMLA shall be granted as per the law. The N J FMLA will continue to be consecutive to other medical leave.

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 association 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 members 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 has been upgraded to:

70% - Preventative and Diagnostic

70% - Remaining basic benefits now in force

50% - Prosthodontic services

50% - Crowns

C. The 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.

D. Except for those grand-fathered under the parties 1997-2000 Agreement, employees must be scheduled to work a minimum of thirty (30) hours per week to receive any health benefits.

**ARTICLE XXI TWELVE MONTH PAY PLAN -
INTEREST BEARING ACCOUNT**

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

1. Monies deducted shall be paid to the employee(s) on the last working day in June.

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

ARTICLE XXI PROFESSIONAL

DEVELOPMENT

1. The Board agrees to provide reimbursement of tuition and fees for courses completed between July 1 and June 30, which courses are for the benefit of the Woodbine School District, to a maximum of nine credits annually per employee. Said reimbursement shall not exceed the prevailing tuition and fees rate at Rowan University.

2. The Board will recognize for lateral guide movement, approved professional development training outside of the teacher work day and/or work year. One (1) credit for every twenty hours (20) hours of non college course work shall be applied for guide movement. Reasonable registration fees and associated costs will be paid by the Board. Prior approval must be acquired from the Superintendent before any professional development training will be reimburse

ARTICLE XXIII EVALUATION OF

STUDENTS

No grade or evaluation shall be changed without giving written notification to the involved teacher. Said teacher may, within 30 days after said notification, submit a written statement of objection to the Superintendent. The Superintendent 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 any 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 the Agreement, on the basis to 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
801 Webster Street Woodbine, NJ 08270

2. If by the Board, to:

Woodbine Education Association
Woodbine Elementary School
801 Webster Sreet
Woodbine, NJ 08270

- E. Copies of this Agreement shall be duplicate using school facilities within thirty (30) days after Agreement is signed and ratified by both the Board and the Association. It shall be presented to all teachers now employed or hereafter employed during the term of this Agreement. It is expressly understood the Association bears the responsibility of distributing copies of the Agreement to members of the bargaining unit. 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. Effective July 1 2006, rate will increase to \$25.00 per hour with a \$50.00 minimum and \$100.00 maximum.

2004 - 2005 Employment

Contract

Teacher-In-Charge/Curriculum Position - To be compensated at \$5,000 pensionable salary, and to be paid in a regular paycheck.

It will cost if occupied - If not occupied, no cost. Each year it will be posted, if not, there will be no position.

ARTICLE XXVI ASSOCIATION
AGENCY FEE

The Board agrees to deduct from the salaries of its employees, dues for the Association. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (9N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education.

Monies deducted together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association. The person designated shall disburse such monies to the appropriate association or associations.

A. PURPOSE OF FEE

If an employee 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 employee's per capita cost of services rendered by the Association as majority representative.

B. AMOUNT OF FEE NOTIFICATION

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 members for that membership. The representation fee paid by non-members will be determined by the Association in accordance with applicable 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 bargaining unit employees. On or about January 1 of each year, the Association shall provide the Board the names of employees required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck following the employees first full month of employment.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates their employment before the Association has received the full representation fee is entitled under this Article, the Board will deduct the unpaid portion from the last paycheck of that 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 as those used for the transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in C1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten(10) days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will provide the Association a list of employees who began their employment in bargaining unit positions during the preceding thirty(30) day period. The list will include name, social security number, job title, and date of employment of each such employee. The Board will notify the Association of any changes in the status regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death. D.

INDEMNIFICATION

The Association shall indemnify and save harmless the Board against any and all claims, demands, suits, judgments, settlements, or any other form of liability including reasonable counsel fees and other costs of defense, that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article, including but not limited to, any actions in connection with defending the legality of this indemnification provision.

1. Neither the Board nor the Association will challenge the legality of any indemnification provision of this Article. In the event this indemnification of the Board by the Association is challenged in any forum by any person or entity, the Board and Association agree to defend the legality of the indemnification provision, hi the event this indemnification provision is deemed to be illegal or against public policy by any court or administrative agency or competent jurisdiction, then effective the date on which the Association no longer remits payment to the Board as provided " hereinabove, the Association will eliminate the representation fee in effect at the time.

2. The Board shall retain its right to determine its course of conduct, including but not limited to, the right to select counsel and determine strategy, in any action arising out of or by reason of the provisions of this Article.

3. The indemnification provisions of this Article shall continue during any extension of this Agreement or during any period in which the Association is collecting representation fees in accordance with this Article.

ARTICLE XXVII 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. Based on additional duties performed, the Head Custodian shall receive a \$400.00 per year stipend. Upon completing 15 years in the district all non-certificated staff shall receive a longevity stipend of two and one half percent (2.50) of the employee's base rate in each year of this Agreement. It is understood that during the term of this Agreement the cost of such longevity shall be derived from the across the board wage increase.

C. The work year for aides shall be 180 days and the length of the work day/hours shall be the same as the teacher work day/hours. The work year, work day, and work hours for custodians and maintenance shall be determined by the Board of Education, and be consistent with the Fair Labor Standards Act but shall not exceed the current 2004 work day and work year. Holidays for support staff are referenced in Section D of this Article.

New Years
Martin Luther King Jr. Day
Lincoln's Birthday
President's Day
Good Day Memorial
Day Fourth of July

Eligible custodian employees who work on any of the above listed holidays will receive an additional day off with pay when school is not in session, only one custodial employee shall be allowed off on any such additional day. Also, no such additional days will be granted the week before school opens, or during the first week of school.

F. Support staff covered under this Agreement shall receive the same general wage increase, 4.0%, 4.5%, and 4.5% in each year of this Agreement, which shall be inclusive of all increments and longevity.

ARTICLE XXV

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2003, and shall continue in effect until June 30, 2006, or until a successor Agreement is negotiated and signed.

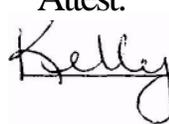
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries this 3 day of

WOODBINE EDUCATION ASSOCIATION

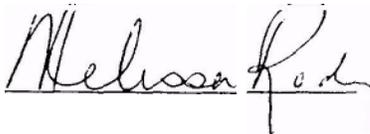


Jan 6
President

Attest:



Jan 6
Secretary ()



WOODBINE
BOARD OF
EDUCATION
President

Attest:



Secretary

YEAR 1

0 4 *Woodbine 03-04 (Cape May)*

Salary Guide

Step	BA	BA+30	MA	MA+30	
1	36/118	37.418	38,218	39,454	
2	36,358	37,658	38,458	39,694	0.0400
3	36,598	37,898	38.69B	39,898	
4	36,838	38,138	38.938	40.138	1,220
5	37,078	38,378	39.178	40,378	
6	37,328	38,628	39,428	40,628	
7	38,328	39,628	40,428	41,628	
8	39,168	40.468	41,268	42,468	
9	40.018	41.318	42.118	43.318	
10	4t.018	42.318	43,118	44,318	
11	42,018	43.318	44,118	45.318	
12	44.068	45,268	46.168	47,368	
13	49,038	50,338	51.138	52,338	
14	53.687	54.987	55.787	56.987	
15	58,337	59.637	60,437	61,637	
16	59,057	60.357	61,157	62,357	
17	59,737	61,037	61 ,837	63,037	
18	.61,097	62,397	63,197	64,397	
19	61,777	63,077	63,877	65,077	
20	62,457	63,757	64,557	65,757	

YFS/R2 i' ^
J}CC^|--OS" W, oodb/nc-OcH M (Cape May)

Salary Guide

Step	BA	BA+30	MA	MA+30
1	37,613	38,913	39,713	40,949
2	37,853	39,153	39,953	41,189
3	38,093 -	39,393	40,193	41,393
4	38,333	39,633	40,433	41,633
5	38,573	39,873	40,673	41,873
6	38,823	40,123	40,923	42,123
7	39,823	41,123	41,923	43,123
8	40,663	41,963	42,763	43,963
9	41,513	42,813	43,613	44,813
10	42,513	43,813	44,613	45,813
11	43,513	44,813	45,613	46,813
12	45,563	46,763	47,663	48,863
13	50,533	51,833	52,633	53,833
14	55,182	56,482	57,282	58,482
15	59,832	61,132	61,932	63,132
16	60,552	61,852	62,652	63,852
17	61,232	62,532	63,332	64,532
18	62,592	63,892	64,692	65,892
19	63,272	64,572	65,372	66,572
20	63,952	65,252	66,052	67,252

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Woodbine 03-04 (Cape May)

Salary Guide

Step	BA	BA+30	MA	MA+30	
1	39,203'	40,503	41,303	42,539	
2	39,443'	40,743	41,543	42,779	0.0450
3	39,683	40,983	41,783	42,983	
4	39,923	41,223	, 42,023	43,223	1,590
5	40,163	41,463	42,263	43,463	
6	40,413	41,713	-42,513	43,713	
7	41,413	42,713	- 43,513	44,713	
8	42,253	43,553	44,353	45,553	
9	43,103	44,403	45,203	,46,403	
10	,44,103	45,403	46,203	47,403	
11	45,103	46,403	47,203	48,403	
12	47,153	48,353	49,253	50,453	
13	52,123	53,423	54,223	55,423	
14	56,772	58,072	58,872	60,072	
15	61,422	62,722	63,522	64,722	
-H	62,142	63,442	64,242	65,442	
17	62,822	64,122	64,922	66,122	
18	64,182	65,482	66,282	67,482	
19	64,862	66,162	66,962	68,162	
20	65,542	- 66,842	67,642	68,842	

**Schedule "B" Extra Curricular/
Extra Service Pay**

Head Coach -

	2003-2004	2004-2005	2005-2006
Soccer	\$1350	\$1411	\$1475
Volleyball			
Basketball			
Baseball			
Softball	\$1175	\$1228	\$1284

Assistant Coach -

Cheerleading Advisor -

	\$1350	\$1411	\$1475
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Choral Director -Student

	\$1350	\$1411	\$1475
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Council Advisor -Safety

	\$541	\$566	\$592
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Patrol Advisor -Athletic

	\$541	\$566	\$592
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Director -Drama Club -

	\$541	\$566	\$592
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	\$541	\$566	\$592
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Homebound Instruction/ Extra Professional Services -

Effective September 1, 2001 - Twenty-five (\$25) dollars per hour