

AGREEMENT

Between

WOODBINE BOARD OF EDUCATION

And

WOODBINE EDUCATION ASSOCIATION

July 1, 2015 through June 30, 2017

TABLE OF CONTENTS

Article I	Recognition	1
Article II	Negotiation Procedure	2
Article III	Grievance Procedure	3-8
Article IV	Association Rights and Privileges	8-9
Article V	School/Work Year	10
Article VI	Teaching Hours and Teaching Load	10-11
Article VII	Non-Teaching Duties	11
Article VIII	Teacher Employment	12
Article IX	Salaries	13
Article X	Teacher Assignment	14
Article XI	Voluntary Transfer and Reassignments	14-15
Article XII	Involuntary Transfers and Reassignments	15
Article XIII	Promotions	15-16
Article XIV	Evaluation	16-17
Article XV	Teacher Facilities	18
Article XVI	Sick Leave	19
Article XVII	Temporary Leaves of Absence	20-21
Article XVIII	Extended Leaves of Absence	21-24

Article XIX	Deductions from Salary	25
Article XX	Insurance Protection	25-26
Article XXI	Account 12-Month Pay Plan-Interest Bearing	26
Article XXII	Professional Development	27
Article XXIII	Evaluation of Students	28
Article XXIV	Miscellaneous Provisions	28-29
Article XXV	Teacher -In- Charge	29
Article XXVI	Association Agency Fee	30-32
Article XXVII	Support Staff Provisions	32-35
Article XXVIII	Duration of Agreement	35

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 staff, but excluding supervisory personnel having the power to evaluate performance, hire, discharge, discipline, or to effectively recommend the same. Also excluded will be members of the Confidential Employee *units*, and substitute non-certificated employees.

Included are:

Classroom Teachers, Nurses, Specialists: Learning Disability, Social Worker and Psychologist, Behavior Specialist, Librarian, Technology Specialists, Guidance Counselors, Para-professionals

Excluded are:

Principals, Assistant Principals, Superintendent, Business Administrator, Supervisors, Latchkey staff, confidential secretaries, ASAP personnel who are not contractual, per diem substitute teachers

- 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.
- C. 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 XXIII —Evaluation of Students

Article XXV - Teacher in Charge

ARTICLE II
NEGOTIATION PROCEDURE

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

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

- C. Both parties 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, and 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 affect 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.

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.

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) school days from receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

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.

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 of interest and their designated or selected representatives, heretofore referred to in the Article.
2. All documents, communications and records dealing with the processing of 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/she 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 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 written 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, computers (except computers in administrative offices), other duplicating equipment, calculators, 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 1/2 hours shall be non-student contact time) including a duty free lunch period of thirty (30) minutes).
1. Parent-teacher conferences may extend the seven (7) hour day by a maximum of two (2) hours.
 2. Monthly faculty meetings may extend the day for a maximum of sixty (60) minutes.
 3. All employees shall be dismissed when the student day ends, for those attending, Back to School Night, Holiday program, Spring Concert and Field Day/Fun Night, provided the Board elects to continue these functions, or any of them.
 4. Committee Meetings-Title I School Improvement Committee shall be paid \$30.00 per hour. All other Committee members shall be compensated at \$30.00 per meeting. Meetings shall be no longer than one (1) hour in length and shall begin at the end of the employee's workday except for School Leadership Committee, which will begin as early as possible. The Committee meeting dates shall be announced one (1) month prior to meetings when possible. Each certified staff member must serve on one (1) committee of their choosing.

- 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. Except for an emergency, teachers shall not be assigned to cover classes during their preparation period in which they are relieved.

- D. All certificated staff shall be guaranteed five (5) prep periods per week, with each prep period being a minimum of 30 minutes.

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 homeroom, morning, and after school 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. Attendance 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 according to OMB Circular #34 at \$0.31 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.

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 within the current school year for which they are being paid a salary, 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 certified staff in each of their first four 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. Employees shall be paid in twenty (20) semimonthly installments. Employees will receive their checks on the 15th and 30th of the month. When a payday falls on or during a school holiday or vacation, employees shall receive their paychecks on the last previous working day.

- C. 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.
Normally, all other stipends (Curriculum, Latch Key, Home Instruction, etc.), shall be paid in a separate check.

- D. 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.

- E. 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.

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

- G. 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 May 31.
- B. In the event the changes in such schedules, class and/or subject assignments or room assignments are proposed after May 31st, any teacher affected shall be notified promptly, in writing.

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 written notification of any position openings occurring during the period between June 20th and August 30th sent by email to all employees.
 - 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. Staff already employed by the Board should be afforded equal employment opportunity for any vacancies. If a staff member's request or application is denied, he shall be

notified, but said staff member 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. The Superintendent of Schools shall notify, in writing, the Association President and post in the faculty lounge, a list of the vacancies (including, but not limited to: peer coaching, curriculum training, Schedule B, Homework Club), which shall occur during the school year. Posting shall cover summer employment positions. All employees shall have a right to apply for a posted position.

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 EVALUATION

General Provisions

1. All evaluations and observations of the work performance of certificated staff and support staff shall be conducted in accordance with current NJ State Law.
2. Written evaluation policies, job descriptions, and performance objectives, where applicable, adopted by the Board of Education will be distributed to all staff members prior to the opening of school in September.
3. Following the distribution of the written evaluation policies, job descriptions, and performance objectives, where applicable, the Superintendent of Schools shall review the aforementioned orally with the staff members prior to the opening of school in September.
4. Persons authorized to supervise staff members will be listed and designated by the Superintendent of Schools. Copies of this will be distributed to all staff members annually. No teacher/certified staff member will evaluate another staff member.
5. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of public address, audio systems, and similar devices shall be with full knowledge of the employee before such use.
6. The observations, evaluations, and conferences will serve to identify strengths and deficiencies with a view to providing assistance and improving the employee's competence.
7. The signed evaluation will also serve as a basis for recommendations regarding re-employment.

8. An employee shall be given a copy, written or electronic, of any evaluation report prepared by the evaluator at least one day before any conference to discuss it. The employee shall have a conference with that evaluator within fifteen (15) working days after such evaluation.
9. An employee's response to the evaluation must be made in writing, within ten (10) working days of the conference, copies of which will be attached to each party's copy.
10. No evaluation report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without the employee having prior knowledge of the contents of the report. An attached form shall be available for employee responses. No employee shall be required to sign a blank or incomplete form.

Certificated Staff

1. All certificated staff shall be evaluated not less than three (3) times each school year by appropriately certified employees of the District administration. The evaluations will be appropriately spaced throughout the year.
2. A preconference, when required, shall occur at least, but not more than, seven teaching staff member working days prior to the observation.
3. Observations shall be made by appropriately certified employees of the District administration.
4. A "long observation" means an observation for the purpose of an evaluation that is conducted for a duration of forty (40) minutes or one (1) class period whichever is shorter. A "short observation" means an observation for the purpose of an evaluation that is conducted for at least twenty (20) minutes.

C. Support Staff

1. Support Staff employees shall be evaluated one (1) time each school year.

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. All classrooms shall have an interactive whiteboard or chalkboard.
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. 2015-2016 The Board agrees to pay each employee upon separation from the District after twenty (20) years of service in the District an amount equal to seventy (70) dollars a day multiplied by the total of the employee's accumulated sick leave and unused personal leave days up to a maximum of \$15,000.00.

2016-2017 Upon retirement from the District, the amount for each sick day will increase to \$75.00 per day to a maximum of \$15,000.00 payable over two (2) academic years in accordance with IRS regulations regarding deferred compensation. The employee must provide notice of retirement by December 31st of the year proceeding retirement.

- D. Employees who have perfect attendance, that is, no annual use of sick leave, or critical illness leave, or personal leave shall receive an attendance bonus of \$300.00 within thirty (30) days after the close of the school year effective July 1, 2009.

ARTTICLE XVII
TEMPORARY LEAVES OF ABSENCE

A. Employees 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.

a. Personal Day lottery language

An employee may request a personal day, 1 day before or 1 day after a holiday for use as a travel day. The holidays for this lottery are defined as: Columbus, Thanksgiving, Winter Break, Martin Luther King, President's weekend, Spring Break, and Memorial Day weekend.

If more than one person applies for either of the days (the day before or the day after), a lottery system of interested staff will be used to determine who will receive the personal day. The Board will hold the lottery if needed, by October 1. Woodbine Educational Association representatives will be observers.

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, domestic partner, child, parent, brother, sister, or father and mother-in-law, grandparent, or member of immediate household. One (1) day shall be allowed to attend funeral of other relatives. Critical illness defined as admission to a hospital with a critical or serious condition or life threatening situation or same day surgery as certified by a physician.
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's 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.

- I. 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 the current 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 by 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.
- H. Family Disability Leave Insurance- The use of an employee's available family illness, sick leave or personal days for purposes of family disability leave shall be at the option of the employee.

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 NJDIRECT 15 health care insurance protection for employees and where appropriate for dependents, pursuant to the New Jersey School Employees Health Benefit Plan, or an essentially similar plan at the Board's choosing. Any employee may elect alternative 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 Horizon Plan or an essentially similar plan at the Board's choosing. The Dental Plan has been upgraded to:
 - 70% - Preventative and Diagnostic
 - 70% - Remaining basic benefits now in force 50% - Prosthodontic services
 - 50% - Crowns

Employees shall contribute 1.5% of the premium cost of the plan model chosen from the Dental plan(s) offered. Example- single coverage yearly premium-\$1,080 x .015=\$16.20. \$16.20 is employee contribution. Family coverage yearly premium \$1791 x .015=\$26.86 is the employee contribution.

Employees shall move to the NJSEHBP with a prescription plan as soon as possible following ratification of this agreement.

- 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. Employees must be scheduled to work a minimum of thirty (30) hours per week to receive any health benefits.
- E. "Cash in lieu of benefits option" language shall be in accordance with Chapter 92 of the Public Laws of 2007 and Chapter 92 of the Public Laws of 2010.

ARTICLE XXI
TWELVE MONTH PAY PLAN - INTEREST BEARING ACCOUNT

Those employees employed on a ten month basis may individually elect to have a percent of their monthly salary deducted from their pay, for 20 pays. Upon notification in writing by the employee, the twelve month plan shall be managed by the employee with the Board making the requested deposits. Employees must give two (2) weeks notice to the Board of any changes to deductions.

ARTICLE XXII
PROFESSIONAL DEVELOPMENT

1. Effective January 1, 2007 the Board agrees to provide reimbursement of tuition for courses completed between July 1 and June 30, which courses are for the benefit of the Woodbine School District. Effective July 1, 2007 the Board agrees to provide reimbursement to a maximum of six credits annually per employee. Said reimbursement shall not exceed the prevailing tuition 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 reimbursed.

3. Employees who take courses and receive tuition reimbursement for those courses must return and complete one (1) full instructional year beyond the last course(s) taken. Otherwise the employee must reimburse the District for the last course taken prior to the failure to complete the one instructional year. If the employee does not complete the full instructional year due to:
 - a. Disability retirement
 - b. Non-renewal
 - c. Dismissal
 - d. Reduction in Force

The employee shall not be required to reimburse the District.

4. An employee shall be reimbursed within two (2) pay periods of Board approval for payment of vouchers related to travel expenses, professional development workshops and grant programs.

ARTICLE XXIII
EVALUATION OF STUDENTS

No grade or evaluation shall be changed without giving written notification to the involved teacher. Said teacher may, within 10 calendar 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 of race, creed, color, religion, national origin, sex, domicile, or marital status.

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

1. If by the Association, to:

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

2. If by the Board, to:
Woodbine Education Association
Woodbine Elementary School
801 Webster Street
Woodbine, NJ 08270

- E. Copies of this Agreement shall be duplicated 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 \$35.00 per hour – \$70.00 minimum / \$140.00 maximum.

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 (N.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

Prior to the first payroll in September, the Board will submit to the Association a list of bargaining unit employees. The Association in turn will provide the

Board with the list of employees with all associated fees. On or about January 1 of each year, the Association shall provide the Board the names of employees required to pay the representation fees.

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. In 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. The work year for aides shall be 183 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. Part-time employees shall receive their work day schedule for the year on July 1. Administration can modify the schedule with two weeks notice.

1. Secretary hours- Secretaries shall have a work day of 8 hours, 8am-4pm, inclusive of a 45 minute paid lunch. From July 1 to August 31, secretaries work hours shall be from 8am - 2pm, inclusive of a 30 minute paid lunch. Twelve month secretaries shall work the 10 month certified staff calendar, including the July 4th and Labor Day holidays.

C. Vacation – Twelve month non-certificated employees.

1. Vacation dates shall be selected for any time during the contract year subject to the approval of the superintendent.
2. The paid vacation schedule for these employees will be one day per month up to 5 days.

1 ST year	5 days
2 ND year – 15 TH year	10 days
Over 15 years	15 days

3. In the event that a person, while on vacation, becomes legitimately ill, they shall make application to the Board to use their sick leave instead of vacation time and the Board shall render a final determination to such application.
4. Whenever a foregoing legal holiday falls within the schedule vacation period, the employee will receive one extra day of paid vacation. Holidays which fall within a vacation period shall not be charged as a vacation day.

certain number can be permitted to be off, then those permitted shall be chosen according to district seniority.

6. Support staff eligible for vacation may carry a maximum of five (5) vacation days into the following year. Carried over days cannot be accumulated and must be used during the year into which they were carried. Failure to use them on the carry over year shall result in the loss of unused carry over days

D. All twelve (12) month full-time custodial employees shall be entitled to the following holidays:

Columbus Day	Election Day
Veterans Day	New Years
Thanksgiving (& Friday after Thanksgiving)	Christmas
Martin Luther King Jr. Day	Memorial Day
Lincoln's Birthday	Good Friday
President's 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.

- E. Computer Technician- A 12 month computer technician shall have a work day of 7 hours, inclusive of a 30 minute paid lunch. From July 1-August 31, work hours shall be from 8am-2pm, inclusive of a 30 minute paid lunch. The computer technician shall work the 10 month certified staff calendar, including the July 4th and Labor Day holidays.


ARTICLE XXVIII
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2015, and shall continue in effect until June 30, 2017 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 16th day of June, 2016.

WOODBINE EDUCATION ASSOCIATION



President



Secretary

WOODBINE BOARD OF EDUCATION





Secretary

Schedule "B"

All Board approved afterschool clubs/sports shall be compensated at \$800.00 per activity.

For example but not limited to: sport clubs, cheerleading, music, student council, visual art, performance art, science, and engineering

Compensation for Homebound Instruction/Extra Professional Services –\$30.00 per hour
Support Staff - \$15.00 per hour

YEAR 1
2015-16

Woodbine Aides

Salary Guide
Step

Staff

1	23,567
2	23,667
3	23,767

Scattergram
Step

Staff

Total

Percent

1	-	-	-
2	0.83	0.83	14.65%
3	4.83	4.83	85.35%

Totals	5.66	5.66	100.00%
Percent	100.00%		

YEAR 2
2016-17

Woodbine Aides

2.50%

**Salary Guide
Step**

Staff

1	24,182
2	24,282
3	24,382

**Scattergram
Step**

Staff

Total

Percent

1	-	-	-
2	-	-	-
3	5.66	5.66	100.00%

**Totals
Percent**

5.66
100.00%

5.66

100.00%

Salary Guide Step	BA	BA+30	MA	MA+30
1	51,476	52,776	53,576	54,812
2	51,716	53,016	53,816	55,052
3	51,956	53,256	54,056	55,256
4	52,196	53,496	54,296	55,496
5	52,436	53,736	54,536	55,736
6	52,686	53,986	54,786	55,986
7	53,186	54,486	55,286	56,485
8	54,026	55,326	56,126	57,326
9	56,297	57,597	58,397	59,597
10	58,568	59,868	60,668	61,868
11	60,839	62,139	62,939	64,139
12	63,110	64,410	65,210	66,410
13	65,381	66,681	67,481	68,681
14	67,652	68,952	69,752	70,952
15	69,923	71,223	72,023	73,223
16	72,194	73,494	74,294	75,494
17	74,465	75,765	76,565	77,765
18	76,150	77,450	78,250	79,450
19	78,030	79,330	80,130	81,330
20	79,730	81,030	81,830	83,030

Scattergram Step	BA	BA+30	MA	MA+30	Total	Percent
1	1.00	-	0.60	-	1.60	6.95%
2	2.00	-	0.40	-	2.40	10.42%
3	0.20	-	-	0.83	1.03	4.47%
4	3.00	-	-	-	3.00	13.03%
5	-	-	-	-	-	-
6	3.00	-	-	-	3.00	13.03%
7	-	-	-	-	-	-
8	-	-	-	1.00	1.00	4.34%
9	2.00	-	-	-	2.00	8.68%
10	-	-	-	-	-	-
11	1.00	-	-	-	1.00	4.34%
12	-	-	-	-	-	-
13	-	-	-	-	-	-
14	1.00	-	-	-	1.00	4.34%
15	-	-	-	-	-	-
16	1.00	1.00	-	-	2.00	8.68%
17	-	-	-	-	-	-
18	-	-	-	-	-	-
19	-	-	-	-	-	-
20	3.00	-	1.00	1.00	5.00	21.71%
Totals	17.20	1.00	2.00	2.83	23.03	100.00%
Percent	74.69%	4.34%	8.68%	12.28%		

Salary Guide

Step	BA	BA+30	MA	MA+30
1	52,281	53,581	54,381	55,617
2	52,521	53,821	54,621	55,857
3	52,761	54,061	54,861	56,061
4	53,001	54,301	55,101	56,301
5	53,241	54,541	55,341	56,541
6	53,491	54,791	55,591	56,791
7	53,991	55,291	56,091	57,290
8	54,831	56,131	56,931	58,131
9	57,102	58,402	59,202	60,402
10	59,373	60,673	61,473	62,673
11	61,644	62,944	63,744	64,944
12	63,915	65,215	66,015	67,215
13	66,186	67,486	68,286	69,486
14	68,457	69,757	70,557	71,757
15	70,728	72,028	72,828	74,028
16	72,999	74,299	75,099	76,299
17	75,270	76,570	77,370	78,570
18	76,955	78,255	79,055	80,255
19	78,835	80,135	80,935	82,135
20	80,535	81,835	82,635	83,835

Scattergram

Step	BA	BA+30	MA	MA+30	Total	Percent
1	-	-	-	-	-	-
2	1.00	-	0.60	-	1.60	6.95%
3	2.00	-	0.40	-	2.40	10.42%
4	0.20	-	-	0.83	1.03	4.47%
5	3.00	-	-	-	3.00	13.03%
6	-	-	-	-	-	-
7	3.00	-	-	-	3.00	13.03%
8	-	-	-	-	-	-
9	-	-	-	1.00	1.00	4.34%
10	2.00	-	-	-	2.00	8.68%
11	-	-	-	-	-	-
12	1.00	-	-	-	1.00	4.34%
13	-	-	-	-	-	-
14	-	-	-	-	-	-
15	1.00	-	-	-	1.00	4.34%
16	-	-	-	-	-	-
17	1.00	1.00	-	-	2.00	8.68%
18	-	-	-	-	-	-
19	-	-	-	-	-	-
20	3.00	-	1.00	1.00	5.00	21.71%
Totals	17.20	1.00	2.00	2.83	23.03	100.00%
Percent	74.69%	4.34%	8.68%	12.28%		