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AGREEMENT BETWEEN

Woodbury **BOARD OF EDUCATION**

OF THE

CITY OF WOODBURY, N. J.

AND THE

WOODBURY

EDUCATION ASSOCIATION



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PREAMBLE

The Board and the Association recognize and declare that providing a quality education for students attending the Woodbury Public School System is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the faculty. The Board and Association recognize mutual obligations pursuant to bargaining collectively with respect to hours, wages and conditions of employment. Both parties have entered into and conducted good-faith negotiations where each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects. Agreement has been reached between parties hereto including formal ratification of the terms hereof by the governing body of the Board of Education of the Woodbury School District and the Woodbury Education Association. This Agreement is entered into this 1st day of July, 1980, by and between the Board of Education of the City of Woodbury and the Woodbury Education Association.

ARTICLE I

RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION AND SCHOOL ADMINISTRATION

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, and the provisions of this Agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities.
- B. The Board of Education retains the right, in accordance with applicable State and Federal laws and regulations, (a) to direct employees of the School District, (b) to hire, promote, transfer, assign, and retain employees in positions within the School District, and to suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of insufficient enrollment or for other legitimate reasons, (d) to maintain the efficiency of the School District operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

ARTICLE II

RECOGNITION

- A. The Board recognizes the Association as the exclusive and sole representative pursuant to the provisions of "Chapter 123, Public Laws of 1974, Public Employer-Employee Relations Act", for collective negotiations concerning the terms and conditions of employment for teachers, guidance counselors, librarians, and school nurses employed by the Board, but excluding secretaries, maintenance and custodial personnel, the School Superintendent, principals, assistant principals, all supervisors, coordinators (supervisory and/or administrative certification), learning disability teacher/consultant, psychologist, and social worker.

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

- C. Unless otherwise indicated the term "School District" when used hereafter in this Agreement shall refer to the Woodbury School District.

- D. Unless otherwise indicated the term "Board" when used hereafter in this Agreement shall refer to the Board of Education, City of Woodbury, County of Gloucester, State of New Jersey.

- E. Unless otherwise indicated the term "Association" when used hereafter in this Agreement shall refer to the Woodbury Education Association.

ARTICLE III

NEGOTIATIONS PROCEDURES

- A. Negotiations concerning the terms of a Successor Agreement will be conducted in accordance with the provisions of Chapter 123, P.L. 1974, and the Rules and Regulations of the Public Employment Relations Commission.
- B. During or prior to the first negotiation session scheduled in accordance with the provisions of Section A above each party shall submit to the other its total proposals for additions to or modifications of the existing agreement. Thereafter, negotiation will be limited to those topics submitted in the initial proposals.
- C. The Board agrees, subject to reasonable requests, to provide the Association with relevant information which is in the public domain and within the knowledge of the Board.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as an alleged violation of a specific article or section of this Agreement. Grievance will be presented in the following steps:

B. Procedure

Informal

Within seven (7) school days of the time a grievance arises, the employee, either directly or accompanied by his Building Representative, will present the grievance to his Principal during nonteaching hours. Within seven (7) school days after presentation of grievance, the Principal shall give his answer orally to the employee.

Step One - Principal

1. Within five (5) school days of the oral answer, if the grievance is not resolved it shall be stated in writing, signed by the grievant and lodged with the Principal on the form provided in Appendix "A" of this Agreement.
2. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the Association with respect to these provisions, and shall indicate the specific relief requested.
3. Within five (5) school days after receiving the grievance, the Principal shall communicate his answer in writing to the grievant.

Step Two - Superintendent

1. If the grievance is not resolved in Step One, the grievant may, within five (5) school days of receipt of Principal's answer, submit to the Superintendent a written "Statement of Grievance" signed by the grievant. A copy shall be given to the Principal involved at the same time.
2. The Superintendent or his designated representative shall give the grievant an answer in writing no later than five (5) school days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the grievant.

Step Three - Board

1. Within five (5) school days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision at Step Two.
2. No later than fifteen (15) calendar days after receiving the appeal, the Board or a committee (consisting of three or more members) thereof shall hold a hearing on the grievance at a special meeting.
3. Within ten (10) school days after the hearing the Board or its committee shall communicate its decision in writing, and state its reasons, if any, to the grievant.
4. The grievant may not present any material, allegation or remedy that was not presented in Step Two.

Step Four - Arbitration

1. Within fifteen (15) calendar days after receipt of the decision of the Board, the Association may submit the grievance to arbitration under and in accordance with the Rules of the American Arbitration Association.

2. Powers of the Arbitrator - It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

(a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

(b) He shall have no power to establish salary structures.

(c) He shall have no power to rule on any of the following:

(1) the termination of services of or failure to reemploy any nontenured teacher;

(2) the termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule;

(3) any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in provisions of Title 18A, N.J. Statutes.

(d) He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken thereunder.

(e) He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe such responsibilities except as they may be specifically conditioned by this Agreement.

- (f) In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - (g) The fact that the grievance has been considered by the parties in the preceding steps of the grievance, shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.
3. The decision of the arbitrator shall be binding.
 4. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

C. Appearance and Representation

1. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings may be conducted during nonschool hours, unless there is mutual agreement for other arrangements.
2. The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
3. If the grievance arises from an action of authority higher than the Principal of a school, the employee may present such grievance at Step Two of this procedure.
4. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by the Association, or by a representative selected or approved by the Association.

5. When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level, be notified by the Superintendent that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
6. The Board and the Association shall assure the teacher freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.
7. 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 this Article.
8. 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 Superintendent directly, in accordance with the procedures set forth above and the processing of such grievance shall commence at said level. The Association may process such grievance through all levels of the grievance procedure.

D. Time Limits

1. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to lodge an appeal at the next step of this procedure.
3. Any grievance not advanced from one step to the next within the time limits of that step, shall be deemed terminated by the answer at the previous step.

4. Grievances shall not be initiated during the period between the termination date of this Agreement and the effective date of a new Agreement and shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall be processed under the terms of the Agreement in effect on the date of initiation.
5. Any grievance which has not been processed prior to the completion of the school year, will continue open, and will follow the outlined steps during the summer months. Saturdays, Sundays, and holidays during the summer vacation period will not be counted as school days. After the grievance has been initiated and responded to within the specified time limits at the appropriate first step of this procedure, either party shall be able to extend the time limits to the reopening of school in September by written notification to the other party.

E. Teachers' Legal Rights

1. Nothing contained herein shall deny to any teacher his rights under State or Federal Constitutions and Laws.
2. No nontenured teacher may use the grievance procedure in any way to appeal a discharge or a decision by the Board not to renew his contract.
3. No teacher shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
4. All documents, records, and communications dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants nor shall the file or any of the contents therein be disclosed in any way to anyone outside the Woodbury School District.

ARTICLE V

TEACHERS' RIGHTS

- A. The Board agrees: (1) it will neither directly nor indirectly discourage or deprive any teacher in the enjoyment of any rights conferred by the laws or the Constitutions of New Jersey and the United States; (2) it will not discriminate against any teacher because of his membership in the Association and its affiliates or collective negotiations with the Board or his institution of any grievance under this Agreement; and (3) the rights granted to teachers in this Agreement are in addition to those provided in the above-mentioned laws and Constitutions.
- B. No teacher shall be disciplined in any manner or form without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public unless formal charges are made and shall be subject to the grievance procedure herein set forth.
- C. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the Woodbury School District, subject to review and/or approval of the Superintendent. In the event a grade is changed or modified, the teacher will be notified.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times subject to administrative approval and provided that this shall not interfere with or interrupt normal school operations.

- B. The Association and its representatives shall have the privilege of using school equipment and/or buildings. The building principal will retain the right to regulate the use of equipment and buildings and will concur on the time and place of meetings within the building so as not to interfere with other scheduled activities. The Association shall be responsible for payment of overtime janitorial service and service costs in accordance with Board policy. The Board of Education will provide the Association with a copy of its school Facility Rental Policy.

- C. The Association shall have the use of school mailboxes. Placement will be made by the authorized representative of the Association or his designee. Materials placed in mailboxes shall bear the name of said representative or of the Association. A copy of all material for general distribution placed in mailboxes shall be submitted to the building principal.

- D. The Association shall have the privilege of holding five (5) general membership meetings per year which may begin no sooner than fifteen (15) minutes after the latest student dismissal time. The Association will submit the five (5) proposed meeting dates to the Superintendent not later than September 15 of each school year.

ARTICLE VII
SCHOOL CALENDAR

The Board, through its Superintendent, will seek the views of the Association, through its President, before adoption of the school calendar. This discussion could include, but not be limited to vacations, holidays, teachers work year, and in-service days. However, the Board reserves the right to make final decision on the calendar. The required in-school work year for teachers shall be 188 days and in the second year shall not exceed 188 days.

ARTICLE VIII

TEACHING HOURS AND ASSIGNMENTS

- A. The Board and the Association recognize and agree that the teachers' responsibility to the students, community, and profession generally entails the performance of duty and the expenditure of time and service beyond classroom duty hours. However, teachers may be required to attend no more than three (3) evening assignments or meetings each school year without additional compensation.
- B. Teachers shall be required to report for duty five minutes prior to the start of school and shall remain twenty-five minutes after the close of the school day. Teachers shall indicate their presence for duty in a method appropriate to their particular building. The total in-school work day shall consist of not more than seven (7) hours in the elementary school and seven and one-quarter ($7\frac{1}{4}$) hours in the high school which shall include a duty-free lunch period of at least twenty-seven (27) minutes. Teachers may leave the building during their duty-free lunch period. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day. Teachers shall work a one-session day prior to the Thanksgiving holiday.
- C. Teachers may be required to remain after the end of the regular work day for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. If a meeting will last longer than thirty (30) minutes beyond the end of the normal teacher work day, a notice of such meeting and the agenda for the meeting shall be distributed

twenty-four hours in advance except in emergency situations. Teachers may have the opportunity to suggest possible agenda items for consideration by the principal prior to the distribution of the agenda. The presence or absence of teacher-suggested items in no way limits the principal's right to develop the agenda as he deems fit except that if affirmed by a majority vote of the faculty concerned, teacher-suggested items must be added to the principal's agenda. Such meetings shall not exceed four (4) days each month.

- D. 1. The daily teaching load in the high school shall be six (6) pupil contact periods per day or as its equivalent thirty (30) pupil contact periods per week. Assignment to a noncompensated extra-curricular activity during school hours shall be considered a teaching period for the purpose of this Article.
2. High school teachers shall not be required to teach in more than two (2) subject areas, nor to have more than a total of three (3) teaching preparations. A teacher may voluntarily agree to additional preparations.
3. Elementary teachers shall not be required to teach continuously for more than three (3) hours and twenty-five (25) minutes, except on one-session days when it shall not exceed four (4) hours. Elementary classroom teachers shall not be required to be present when specialist teachers such as teachers of art, music and physical education are working in their classrooms, except for Special Education classes.
4. Elementary teachers shall have each week three (3) periods of released time when specialist teachers are scheduled to teach their classes so far as possible.

5. Teachers of the Sixth Grade shall work in accordance with the following schedule:

Teachers Report	8:30
Students Report	8:55- 9:00
Teaching Contact	9:00-12:25
Lunch	12:25- 1:00
Students Report	_____
Teaching Contact	1:00- 3:00
Individualized Instruction	3:00- 3:30

6. The in-school work day for teachers of the handicapped shall conform to the in-school work day for classroom teachers in the building to which the teacher of the handicapped is assigned. Teachers of the handicapped shall receive a total of one hundred fifteen (115) minutes of released time per week divided into three separate periods so far as possible.

E. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who may volunteer may be used as substitutes during their nonteaching time.

F. Teachers shall be given written notice of their assignments not later than April 30th. The administration may alter, modify, or change such assignments in the event of changes in enrollment or departmental personnel, and shall notify the teacher affected by such changes promptly and in writing.

ARTICLE IX

TEACHING CONDITIONS

- A. Class Size—It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective education program. The Board agrees to continue its efforts to keep class size at an acceptable number as dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers, and the best interests of the District, as deemed administratively feasible.

- B. Teachers shall not be required to drive students to activities which take place away from the school building.

- C. Teachers required to travel between two or more schools in the normal course of their duties shall be paid a car allowance of thirty dollars (\$30.00) per month.

- D. If a teacher is working under conditions such teacher considers unsafe or unhealthy, such teacher shall first discuss this with his building principal and, if unsatisfied, is entitled to institute a grievance.

ARTICLE X

TEACHER EMPLOYMENT

- A. Upon initial employment in the school district, the Board shall have total discretion in the placement of teachers on the salary guide.

- B. Teachers shall be given written notice of their contract, and salary status if known, not later than April 30th.

ARTICLE XI

SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Appendix "D", attached hereto and made a part hereof.

B. Extra-Pay Activities

1. The Board agrees to compensate teachers for coaching and directing or sponsoring those activities which have been approved by the Board. The activities presently approved, along with the compensation range determined by satisfactory experiences in the responsibility, are reflected by Appendix "B" and "C" attached hereto and made a part hereof.

C. All teachers shall be paid on the 15th and the last day of the month from September 15th to the last day of school in June. The Board may revise the schedule to meet the convenience of the teachers in paying prior to holidays and vacations.

D. Other authorized payroll deductions.

1. Deductions from salary may be made for any of the following reasons:

(a) Contribution to the tax sheltered annuity determined by the Board if authorized by the employee.

(b) Washington National Insurance Company

(c) The annual dues for the Woodbury Education Association, Gloucester County Education Association, New Jersey Education Association, and National Education Association, as said teacher individually and voluntarily authorizes the Board to deduct.

(d) ABCO Public Employees Federal Credit Union.

ARTICLE XII

HEALTH INSURANCE

The Board agrees to purchase single, husband and wife, parent and child, or family coverage health insurance for each employee according to marital status who desires to be covered. The insurance will cover New Jersey Blue Cross-Blue shield; Rider J (extended benefits) and a Major-Medical Plan and Medicare (or equivalent coverage).

ARTICLE XIII

TRANSFERS AND REASSIGNMENT

- A. A copy of the teacher vacancy listing, noting official openings, shall be posted in the main office of each school building on the office bulletin board at such times as such listings are forwarded to the college placement offices. Permanent part-time or full-time vacancies will be posted ten (10) days prior to being filled. If the permanent vacancy occurs between August 1 and the close of the school year, the transfer or reassignment would be effective September of the following school year.
- B. A teacher who desires a change in grade and/or subject assignment or who desires to transfer to another building, may file a written statement of such desire with the Superintendent not later than February 28. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred in order of preference. Written requests for transfer or reassignment will be acknowledged in writing by the superintendent or his designee.
- C. Notice of involuntary transfer or reassignment shall be sent in writing to the teacher as soon as practicable. The reason for the change in assignment or school location will be discussed in a meeting between the teacher involved and the building principal or the Superintendent where applicable.
- D. When an involuntary transfer or reassignment is necessary, a teacher's area of competence and major or minor field of study shall be considered in determining which teacher is to be transferred or reassigned. (The provisions of this section are nonarbitrable.)

ARTICLE XIV

PROMOTIONS

- A. A notice of a vacancy in positions listed in Appendix "B", Athletic Extra-Curricular Activities, and Appendix "C", Non-Athletic Extra-Curricular Activities of this Agreement and/or administrative-supervisory positions paying a salary above that of Schedule "D" shall be sent to and posted in each school and a copy shall be sent to the Association fifteen (15) days before the final date when applications must be submitted. Also included are the vacancies in the Saturday and Summer Schools.
- B. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice. The Superintendent shall acknowledge, in writing, receipt of all applications. When the vacancy described in the notice is filled, the Superintendent may destroy all applications for said position.
- C. Each vacancy shall require a separate application.
- D. In the event a vacancy shall occur during the summer period when school is not regularly in session, a notice of said vacancy shall be posted in the Superintendent's Office and a notice sent to the President and Secretary of the Association.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT

- A. The Board of Education will refund to teachers the cost of tuition, fees, and books of in-service college courses taken under the following conditions:
1. The course must be approved by the Superintendent in advance in writing as being a subject matter course in a field in which the individual is teaching, or is certified; e.g., English, Mathematics, Science, etc. In addition, teachers may, subject to the prior approval of the Superintendent, take one course in an allied field or one televised course per school year provided the course is relative to the teachers' assignment in the Woodbury School District. The determination as to relevance shall rest solely with the Superintendent. This course shall be limited to three (3) credits per school year and shall be included as part of the nine (9) credits eligible for reimbursement. The Superintendent shall indicate his approval or disapproval in writing within fifteen (15) school days of receipt of the request.
 2. The course may be at either the graduate or undergraduate level of credit, provided the teacher holds a standard teaching certificate and provided the course is not essentially a repetition of one previously taken.
 3. The Board will reimburse teachers for tuition cost for up to nine (9) credits per year completed between July 1st and June 30th. The reimbursement rate per credit shall not exceed the rate charged per credit by State

Colleges. In addition, teachers shall be eligible for reimbursement for the cost of fees and books at the rate of thirty dollars (\$30) per course not to exceed ninety dollars (\$90) per year.. Such refunds will be made in September and February of each year for the preceding six (6) months to teachers still in the Board's employ, upon presentation of the receipted bills and transcript of credit or official report of grade form evidencing satisfactory completion of the course.

- B. Teachers who take college courses for credit while in the employ of the Board shall have the transcript of credit or official report of grade form recorded in their files in the Superintendent's Office.

- C. In special cases, where the Board may wish to have a teacher become certified to teach a particular subject for which no one on the staff is qualified, or may wish to have a teacher take a specific kind of training course to meet some need of the school, it will pay the full expense of such training.

ARTICLE XVIII

LEAVES OF ABSENCE

A. Sick Leave

1. All teachers under contract shall be entitled to ten (10) day of sick leave 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.
2. When a teacher's absence due to personal illness exceeds the total number of sick leave days accumulated the teacher may be granted a leave of absence covering the remaining period of illness with or without pay.
3. Sick leave referred to herein will be as defined in applicable New Jersey Statutes now or hereafter in effect.
4. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.
5. Each teacher's unused personal leave days as specified in Section B.5. of this Article will be accumulated for the teacher's future use as extended sick leave days. These accumulated, unused personal leave days shall be available for use by the teacher as sick leave days after all current and accumulated sick leave days have been exhausted. Accumulated, unused personal leave days shall not be eligible for conversion to severance pay under the provisions of Schedule D, Section 7, of this Agreement.

B. Personal Leave of Absence

The Board realizes that unusual circumstances other than illness occasionally make it necessary for teachers to be absent from school. The

Board establishes the following list as maximum days teachers may be absent for other acceptable reasons during a school year without loss in salary. This time expires at the end of each school year and is therefore not accumulative.

1. An allowance of up to five (5) days leave per occurrence shall be granted for a death in the immediate family. One additional day shall be permitted under the provision of a substitute's wage deduction. Immediate family may be considered father, mother, spouse, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, and members of the teacher's household.
2. An allowance of up to three (3) days leave may be granted for serious illness in the immediate family. (Immediate family same as No. 1 above).
3. An allowance of one (1) day leave may be granted for the death of other relatives.
4. An allowance of up to three (3) days leave per school year with prior notification to the Superintendent may be granted for reasons of a personal nature. These include, but not limited to:
 - (a) Court Subpoena.
 - (b) Marriage of an employee or marriage of father, mother, brother, sister, son or daughter.
 - (c) Personal business which cannot be handled out side of school hours, unless the requested leave day falls on a Monday, Friday or any day preceding or following a school holiday, in which case the request must include a specific reason which shall be subject to approval by the Superintendent.

(d) Religious holidays.

5. Educational leaves may be granted with prior approval of the Superintendent for:

(a) Attendance at conferences for professional improvement.

(b) Representing the school or profession at civic, public or educational meetings.

(c) Visiting other schools for self-improvement.

(d) Serving on evaluation committees.

6. An allowance for one (1) day may be granted for the purpose of providing transportation to or from the hospital in the event of childbirth by the spouse.

7. For the protection of the employee and for proper payroll accounting and audit, every request for a personal leave of absence of a full day or more must be made to the Superintendent in writing. Absence not covered by any of the above provisions will cause salary deductions at the rate of 1/20th of the monthly salary for each day's absence.

ARTICLE XIX

EXTENDED LEAVES OF ABSENCE

- A. Occasionally, it is necessary for teachers to be absent for long periods of time generally as the result of emergencies or other circumstances beyond the control of the teacher. The following provisions are set to guide the manner in which certain emergencies are to be treated. All leaves shall be applied for in writing and if approved, will be granted in writing.
- B. Tenure, pension, and other employment rights of employees who shall enter military service shall be protected as set forth in Title 18A:6-33 and Public Laws of 1944—Chapter 226.
- C. 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, 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. During such time of medical disability leave, the teacher shall be covered by existing health insurance and benefits. The Board reserves the right to seek medical confirmation of the sick leave period by having the teacher claiming sick leave due to medical disability examined by a physician selected by the Board. Conflicting medical opinions will be resolved by an examination by a mutually agreeable third doctor whose decision shall be binding.
- D. 1. Teachers may apply for a child-rearing leave of absence in conjunction with a sick-leave of absence for child-rearing purposes. The

child-rearing leave shall commence on the date specified by the teacher and will continue for the balance of the school year in which the birth occurs. Application for child-rearing leave shall be made to the Superintendent at least ninety (90) calendar days prior to the proposed commencement of the leave.

2. Teachers, upon written request, shall be granted a child-rearing leave for one (1) additional school year (September-September) immediately following the school year in which the initial child-rearing leave was granted, provided that this additional leave does not extend the total leave time beyond twenty-four (24) calendar months.

3. Child-rearing leave shall be without pay. Upon request, the Board Secretary will provide the teacher with the necessary information in order that the teacher can take over payment of insurance premiums.

E. Teachers adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interests of the school.

F. All benefits to which a teacher was entitled at the time the leave commenced and which are still available to the teachers at the time of return, including unused accumulated sick leave and credit toward sabbatical eligibility, shall be restored to a teacher returning from leave; and he shall be assured his original position or similar position within the area of his interests, abilities, and training following the completion of leave, provided he notifies the Superintendent of Schools of his intent to return prior to February 1st.

G. Leave for emergency military duty up to 90 calendar days will be granted by the Board to any regular employee who is a duly qualified member of the reserve components of the armed forces and who is called into temporary active duty, provided such obligation cannot be fulfilled on days when school is not in session. During the leave, the teacher shall receive his regular salary in addition to any pay he receives from the state or federal government. This provision specifically excludes periods of basic military training.

H. Other leaves of absence, without pay, may be granted by the Board which, in its opinion, are for good reasons.

I. Sabbatical Leaves of Absence

Upon recommendation of the Superintendent of Schools, sabbatical leave may be granted to any certified teacher by the Board for study, including study in another area of specialization, or for travel subject to the following conditions:

1. Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be required by him. Such requests must be in the Superintendent's hands not later than December 31 of the school year preceding that for which the sabbatical leave is requested.
2. The applicant must have completed at least seven (7) consecutive full school years of service in the Woodbury School District.
3. Documented evidence of acceptance at an institution of higher learning or travel plans will be required by the close of the school year preceding that for which the sabbatical leave is requested.

4. Payment for sabbatical leave is granted on the basis of one-half of the annual contracted salary for a full-year's leave, or one-fourth of the annual contractual salary for a half-year's leave. Payment will be made on the regular salary payments schedule.
5. Teachers on sabbatical leave shall: accrue sick leave at their average rate of accrual during the preceding seven (7) years, and continue to receive health insurance benefits at Board expense.
6. The applicant must agree to return to the Woodbury School District for two (2) full years of employment on the appropriate salary scale following the leave except in the event of his death or serious illness. If the recipient of the sabbatical leave does not fulfill his agreement to return to the Woodbury School District, he will be obligated to reimburse the Board of Education for the salary received during the sabbatical leave.
7. To the extent feasible, with the due regard for the interests of the school program, teachers returning to work after a sabbatical leave shall be offered the same or a similar position.
8. A sabbatical year will be considered as a year of teaching experience in determining the individual's salary.
9. Upon recommendation of the Superintendent, the Board will grant no more than two (2) sabbatical leaves per year.

ARTICLE XX

EXECUTIVE COMMITTEE

The Board-Association Executive Committee shall continue for the term of this Agreement. The Executive Committee shall be composed of a Board Committee of four (4) members and five (5) members of the Woodbury Education Association. The Superintendent and Association President will automatically be members of this Committee and will be in addition to the other members. The Board-Association Executive Committee will meet monthly on a regular basis to discuss areas of mutual interest regarding the school system.

ARTICLE XXI

ACADEMIC FREEDOM

Teachers shall have all reasonable freedom in the implementation of the Curriculum including the right to select materials and to determine the class needs as they relate to the curriculum subject to the approval of the Board. However, this does not exclude the right and obligation of the Superintendent or Principal to question, consult, and direct whenever necessary.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be found to be contrary to law, that portion of the provision shall be considered void, but all other provisions and portions of the provisions not voided shall continue to be in full force and effect.
- B. The Board and the Association agree that there should be no discrimination against any teacher on the basis of age, race, creed color, national origin, or sex.
- C. In accordance with Chapter 123, P.L. 1974, any changes or modifications in the terms and conditions of employment existing on the date of this Agreement will be made only through negotiations by the Board and the Association.
- D. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- E. Copies of this Agreement shall be prepared at the joint expense of the Board and the Association and presented to all teachers employed by the Board in booklet form.
- F. Curriculum
 - 1. Requests for curriculum courses of study (revision or new) shall be made by the administration no later than November 15.
 - 2. A course of study shall be approximately nine (9) pages in length.

ARTICLE XXIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1980, and shall continue in effect until midnight. June 30, 1982.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers all as of the day and year first above written.

ATTEST:

BOARD OF EDUCATION OF
THE CITY OF WOODBURY
AND THE COUNTY OF
GLOUCESTER, N. J.:

/s/_____

ATTEST:

WOODBURY EDUCATION ASSOC.:

/s/_____

APPENDIX A

WOODBURY SCHOOL DISTRICT

GREIVANCE FORM

Grievant's Name _____ Date & Time Presented _____

School _____ Building Principal _____

Provision of Agreement Violated _____

Nature of Violation (Describe fully: What, Where, When)

(If additional space is required, attach second sheet)

Relief Sought by Aggrieved or Association

Signature of Grievant _____ Assn. Rep. _____

Received by _____ Date _____ Time _____

STEP 1 ANSWER,

By _____ Title _____ Date _____

Received: Assoc. Rep. _____ Date _____ Time _____

Aggrieved _____ Date _____ Time _____

STEP 2

By _____

STEP 3

By _____

APPENDIX B

ATHLETIC EXTRA-CURRICULAR ACTIVITIES 1980-82

BASE: 1980-81 \$10,600.
1981-82 \$10,800.

Activity	%	Salary Range					
Athletic Director	16-19%	1980-81	\$1696	1802	1908	2014	
		1981-82	1728	1836	1944	2052	
Football							
Head Coach	14-17%	1980-81	1484	1590	1696	1802	
		1981-82	1512	1620	1728	1836	
Assistants	7-10%	1980-81	742	848	954	1060	
		1981-82	756	864	972	1080	
Soccer							
Head Coach	9-12%	1980-81	954	1060	1166	1272	
		1981-82	972	1080	1188	1296	
Assistants	5-8%	1980-81	530	636	742	848	
		1981-82	540	648	756	864	
Basketball							
Head Coach	11-14%	1980-81	1166	1272	1378	1484	
		1981-82	1188	1296	1404	1512	
Assistants	6-9%	1980-81	636	742	848	954	
		1981-82	648	756	864	972	
Baseball							
Head Coach	10-13%	1980-81	1060	1166	1272	1378	
		1981-82	1080	1188	1296	1404	
Assistants	5-8%	1980-81	530	636	742	848	
		1981-82	540	648	756	864	
Track							
Head Coach	11-14%	1980-81	1166	1272	1378	1484	
		1981-82	1188	1296	1404	1512	
Assistants	6-9%	1980-81	636	742	848	954	
		1981-82	648	756	864	972	
Indoor Track & Cross Country							
Coach	5-8%	1980-81	530	636	742	848	
		1981-82	540	648	756	864	
Wrestling							
Head Coach	11-14%	1980-81	1166	1272	1378	1484	
		1981-82	1188	1296	1404	1512	
Assistants	6-9%	1980-81	636	742	848	954	
		1981-82	648	756	864	972	

Athletic Extra-Curricular Activities

1980-82

Activity	%	Salary Range					
Tennis (Boys and Girls)							
Head Coach	5-8%	1980-81	530	636	742	848	
		1981-82	540	648	756	864	
Assistants	3-6%	1980-81	318	424	530	636	
		1981-82	324	432	540	648	
Golf							
Coach	3-6%	1980-81	318	424	530	636	
		1981-82	324	432	540	648	
Swimming							
Coach	7-10%	1980-81	742	848	954	1060	
		1981-82	756	864	972	1080	
Hockey							
Head Coach	9-12%	1980-81	954	1060	1166	1272	
		1981-82	972	1080	1188	1296	
Assistants	5-8%	1980-81	530	636	742	848	
		1981-82	540	648	756	864	
Softball							
Head Coach	9-12%	1980-81	954	1060	1166	1272	
		1981-82	972	1080	1188	1296	
Assistants	5-8%	1980-81	530	636	742	848	
		1981-82	540	648	756	864	
Track (Girls)							
Head Coach	10-13%	1980-81	1060	1166	1272	1378	
		1981-82	1080	1188	1296	1404	
Assistants	5-8%	1980-81	530	636	742	848	
		1981-82	540	648	756	864	
Basketball (Girls)							
Head Coach	9-12%	1980-81	954	1060	1166	1272	
		1981-82	972	1080	1188	1296	
Assistants	5-8%	1980-81	530	636	742	848	
		1981-82	540	648	756	864	
Cheerleading							
Varsity	3-6%	1980-81	318	424	530	636	
		1981-82	324	432	540	648	
Junior Varsity	2-5%	1980-81	212	318	424	530	
		1981-82	216	324	432	540	

APPENDIX C

EXTRA CURRICULAR ACTIVITIES

NON-ATHLETIC

1980-82

BASE: \$10,000.

Position	%	Salary Range			
Director of Band and Orchestra	14-17%	\$1400	\$1500	\$1600	\$1700
Director of Chorus	7-8½%	700	750	800	850
Advisor Debating Team	4-5½%	400	450	500	550
Director of Dramatics	8-9½%	800	850	900	950
Director, Twirlers/ Drill Team	4½-6%	450	500	550	600
Advisor, National Honor Society	1-2½%	100	150	200	250
Pre-School Monitors (2)	3½-5%	350	400	450	500
Advisor, Student Council (9-12/Homecoming Ad.	5-6½%	500	550	600	650
Advisor, Student Council (7-8)	2½-4%	250	300	350	400
Advisor, Sun Dial	7½-9%	750	800	850	900
Director, Visual Ed.	4-5½%	400	450	500	550
Advisor, White & Gold	4-5½%	400	450	500	550
Class Adv., Gr. 9	2-3½%	200	250	300	350
Grade 10	2-3½%	200	250	300	350
Grade 11/Prom	4-5½%	400	450	500	550
Grade 12	4-5½%	400	450	500	550
Safety Patrol Adv. (3)	1-2½%	100	150	200	250
School Public Relations	4-5½%	400	450	500	550
Director, Elem. Band	4½-6%	450	500	550	600
Elementary Choir Dir.	4½-6%	450	500	550	600
Coordinators					
K-12 Communications	4½-6%	450	500	550	600
K-12 Computations	4½-6%	450	500	550	600
Math-Science (9-12)	4½-6%	450	500	550	600
English- Foreign Lang. 9-12)	4½-6%	450	500	550	600
Related Arts Program (K-12)	4½-6%	450	500	550	600
Social Studies/ Business (7-12)	4½-6%	450	500	550	600
Physical Ed. (K-12)	4½-6%	450	500	550	600
Intermediate School (3)	4½-6%	450	500	550	600
Guidance/Testing (K-12)	6½-8%	650	700	750	800

Elementary Coordinators				
Evergreen Avenue School (2)				
	3½-5%	350	400	450 500
Walnut Street School	3½-5%	350	400	450 500
West End School (2)	3½-5%	350	400	450 500
Asst. Band Director	5-6½%	500	550	600 650
Head Librarian	2½-4%	250	300	350 400
Detention	6-7½%	600	650	700 750
Advisor, Varsity Club	1½-3%	150	200	250 300
Advisor, Academic Bowl	½-2%	50	100	150 200
Intermediate Yearbook	2½-4%	250	300	350 400

APPENDIX D

SALARY SCHEDULE

1980-82

1. The following salaries shall be paid to teachers employed as of September 1, 1980-81 school year. (Exhibit A)
2. The following salaries shall be paid to teachers employed as of September 1, 1981 for the 1981-82 school year. (Exhibit B)
- 3 Service increments will be given according to the following schedule:
 - a. 1 year through 8 years - \$350
 - b. 9 years through 11 years - \$400
 - c. 12 years through 15 years - \$450
 - d. 16 years through maximum - \$500

This increment schedule is based on eleven non-degree steps; sixteen steps - B.A., and seventeen steps - M.A. and above.

4. Educational increments will be given according to the following schedule:

- | | |
|---------------------------|-----------|
| a. Non degree to B.A. | - \$1,000 |
| b. B.A. to M.A. | - \$ 600 |
| c. M.A. to M.A. + 30 | - \$ 300 |
| d. M.A. + 30 to M.A. + 60 | - \$ 300 |
| e. M.A. + 60 to Ph.D. | - \$ 600 |

5. Upon completion of 15 years of actual teaching service in the Woodbury Public Schools, \$200 will be added to the salary of that teacher.

6. No half-years of teaching experience will be considered in placement on the salary scale.

7. Teachers hired to December 1 will receive credit for a full year of service; those after December 1 will receive no credit.

8. Upon retirement in accordance with the provisions of the Teachers' Pension and Annuity Fund, teachers shall be paid one full day's pay, calculated at the rate of one-two hundredth ($1/200$) of their annual salary for every five days unused sick leave accrued.

9. Teachers may be required to do special curriculum projects. All such work shall be compensated at seven dollars and twenty-five cents (\$7.25) per hour, or the summer school rate whichever is higher.

EXHIBIT A

1980-81

	B.A.	M.A.	M.A. +	M.A. ++	Ph.D.
0	11,093	11,693	12,200	12,600	13,350
1	11,593	12,263	12,695	13,175	13,960
2	12,213	12,893	13,240	13,800	14,620
3	12,693	13,513	13,784	14,425	15,280
4	13,143	14,043	14,347	15,050	15,940
.5	13,843	14,723	14,874	15,675	16,600
6	14,363	15,263	15,418	16,300	17,260
7	14,993	15,923	16,103	16,925	17,920
.8	15,693	16,643	16,813	17,450	18,580
.9	16,343	17,263	17,523	18,175	19,240
10	16,943	17,893	18,283	18,800	19,900
11	17,463	18,463	18,913	19,425	20,560
12	18,043	19,093	19,593	20,050	21,220
13	18,593	19,693	20,273	20,675	21,880
14	19,243	20,393	20,953	21,300	22,540
15	19,893	21,013	21,633	21,925	23,200
16	20,543	21,493	22,313	22,550	23,860
17	21,495	22,265	22,995	23,175	24,520
18		23,095	23,695	24,185	25,356
Long.	21,695	23,295	23,895	24,385	25,556

EXHIBIT B

1981-82

	B.A.	M.A.	M.A. +	M.A. ++	Ph.D.
0	11,700	12,300	13,200	13,300	13,726
..1	12,150	12,910	13,660	13,950	14,436
2	12,703	13,575	14,170	14,650	15,196
..3	13,363	14,210	14,680	15,350	15,956
..4	14,013	14,900	15,190	16,050	16,716
5	14,523	15,492	15,700	16,750	17,476
..6	15,233	16,180	16,210	17,450	18,236
..7	15,798	16,810	16,733	18,150	18,996
..8	16,488	17,500	17,495	18,850	19,756
..9	17,208	18,220	18,260	19,550	20,516
10	17,873	18,786	19,025	20,250	21,276
11	18,518	19,490	19,808	20,950	22,036
12	19,018	20,120	20,600	21,650	22,796
13	19,623	20,790	21,395	22,355	23,556
14	20,178	21,440	22,190	23,060	24,316
15	20,868	22,283	22,985	23,765	25,076
16	21,553	22,863	23,780	24,470	25,836
17	23,095	23,273	24,575	25,175	26,596
18		24,690	25,395	25,880	27,356
Long.	23,295	24,890	25,595	26,080	27,566

CALENDAR 1980

SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
-- 1 2 3 4 5 6	-- -- -- 1 2 3 4	-- -- -- -- -- 1	-- 1 2 3 4 5 6
7 8 9 10 11 12 13	5 6 7 8 9 10 11	2 3 4 5 6 7 8	7 8 9 10 11 12 13
14 15 16 17 18 19 20	12 13 14 15 16 17 18	9 10 11 12 13 14 15	14 15 16 17 18 19 20
21 22 23 24 25 26 27	19 20 21 22 23 24 25	16 17 18 19 20 21 22	21 22 23 24 25 26 27
28 29 30 -- -- -- --	26 27 28 29 30 31 --	23 24 25 26 27 28 29	28 29 30 31 -- -- --
		30 -- -- -- -- -- --	

CALENDAR 1981

JANUARY	FEBRUARY	MARCH	APRIL
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
-- -- -- -- 1 2 3	1 2 3 4 5 6 7	1 2 3 4 5 6 7	-- -- -- 1 2 3 4
4 5 6 7 8 9 10	8 9 10 11 12 13 14	8 9 10 11 12 13 14	5 6 7 8 9 10 11
11 12 13 14 15 16 17	15 16 17 18 19 20 21	15 16 17 18 19 20 21	12 13 14 15 16 17 18
18 19 20 21 22 23 24	22 23 24 25 26 27 28	22 23 24 25 26 27 28	19 20 21 22 23 24 25
25 26 27 28 29 30 31	29 30 31 -- -- -- --	29 30 31 -- -- -- --	26 27 28 29 30 -- --

MAY	JUNE	JULY	AUGUST
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
-- -- -- -- 1 2	-- 1 2 3 4 5 6	-- -- -- 1 2 3 4	-- -- -- -- -- 1
3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11	2 3 4 5 6 7 8
10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18	9 10 11 12 13 14 15
17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25	16 17 18 19 20 21 22
24 25 26 27 28 29 30	28 29 30 -- -- -- --	26 27 28 29 30 31 --	23 24 25 26 27 28 29
31 -- -- -- -- -- --			30 31 -- -- -- -- --

SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
-- -- 1 2 3 4 5	-- -- -- -- 1 2 3	1 2 3 4 5 6 7	-- -- 1 2 3 4 5
6 7 8 9 10 11 12	4 5 6 7 8 9 10	8 9 10 11 12 13 14	6 7 8 9 10 11 12
13 14 15 16 17 18 19	11 12 13 14 15 16 17	15 16 17 18 19 20 21	13 14 15 16 17 18 19
20 21 22 23 24 25 26	18 19 20 21 22 23 24	22 23 24 25 26 27 28	20 21 22 23 24 25 26
27 28 29 30 -- -- --	25 26 27 28 29 30 31	29 30 -- -- -- -- --	27 28 29 30 31 -- --

