

CONTRACT BETWEEN  
THE WOODBURY BOARD OF EDUCATION  
AND  
THE WOODBURY EDUCATION ASSOCIATION  
2012-2015

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## **PREAMBLE**

The Board and the 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 Board of Education of the Woodbury School District and the Woodbury Education Association. This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Board of Education of the City of Woodbury and the Woodbury Education Association, for the contract years July 1, 2012, through June 30, 2015.

## **ARTICLE 1 RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION AND SCHOOL ADMINISTRATION**

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.

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 2 RECOGNITION**

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, learning disability teacher/consultant, psychologist, social worker, school nurses, speech therapists, athletic trainer, maintenance, custodial and grounds, and clerical employees employed by the Board, but excluding, the School Superintendent, Business Administrator, principals, assistant principals, all supervisors, coordinators (supervisory and/or administrative certification), supervisor of guidance, athletic director, and confidential clerical employees as defined in B. below.

- A. Unless otherwise indicated, the term “teachers” when used hereinafter in this Agreement shall refer to all non-supervisory certified employees of the Board represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.
- B. Unless otherwise indicated, the term “clerical employee” when used hereinafter in this Agreement shall refer to all secretarial/clerical employees of the Board, including but not limited to all secretaries and clerks, with the exception of the Secretary to the Superintendent, the Secretary to the Business Administrator, the Payroll/Benefits Specialist, and the Accounts Payable Specialist and any other secretarial/clerical employee(s) physically working in the Board Office. References to female employees shall include male 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.
- F. References to male employees shall include female employees.

**ARTICLE 3  
NEGOTIATIONS AND 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. 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.
- C. The parties acknowledge that during the negotiations which resulted in the 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 that time that they negotiated or signed this Agreement.

- D. 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 4 GRIEVANCE PROCEDURE**

A. Definition

A grievance is defined as an alleged violation of a specific article or section of this Agreement. A 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/her immediate supervisor during non-teaching hours. Within seven (7) school days after presentation of grievance, the immediate supervisor shall give his answer orally to the employee.

Step One – Immediate Supervisor

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 immediate supervisor on the form provided in Appendix "A" of this Agreement. The "immediate supervisor" is defined as the school principal for teachers and clerical employees and the Director of Facilities for maintenance/custodial/grounds employees.
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 immediate supervisor 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 the immediate supervisor's answer, submit to the Superintendent a written "Statement of Grievance" signed by the grievant. A copy shall be given to the immediate supervisor 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 or his designated representative, an appeal of 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) 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 policies, practice, rule or 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 had 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. Appearances 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. The Association shall have the right to pursue the grievance on its own behalf if it does not concur with the settlement agreed to by the teacher.

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. 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, holidays and Fridays when offices are closed 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. Employees' Legal Rights

1. 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.
2. No employee 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.
3. 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 personnel 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 5  
EMPLOYEES' RIGHTS**

- A. The Board agrees: (1) it will neither directly nor indirectly discourage or deprive any employee in the enjoyment of any rights conferred by the laws or the Constitution of New Jersey and the United States, issues alleging unfair practices will be referred to Public Employment Relations Commission; (2) it will not discriminate against any employee 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 all employees in this Agreement are in addition to those provided in the above-mentioned laws and Constitutions.
- B. No employee 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 set forth.
- C. Nothing contained herein shall deny to any employee his rights under State or Federal Constitutions and Laws.

**ARTICLE 6  
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<sup>th</sup> of each school year.
- E. Upon forty-eight (48) hours advance notice to the Superintendent, except in situations beyond the control of the Association, the Association President or his designee shall be granted three (3) personal days per year to conduct Association business outside the Woodbury School District.

#### **ARTICLE 7 EMPLOYMENT**

- A. Upon initial employment in the school district, the Board shall have total discretion in the placement of employees on the salary guide. No half-years of experience will be considered in placement on the salary scale.
- B. Teachers shall be given written notice of their contract status not later than May 15th. The notice shall contain their next year's salary amount, if known, by May 15th.
- C. Clerical employees and custodial-maintenance-grounds employees shall be given written notice of their contract status not later than June 15th. The notice shall contain their next year's salary amount and their assignment, if known, by June 15.
- D. Clerical employees shall give at least two (2) weeks' written notice before termination of employment with the District.

#### **ARTICLE 8 COMPENSATION**

- A. The salaries of all employees covered by this Agreement are set forth in the Exhibits A attached hereto and made a part hereof.

B. Extra-Pay Activities

The Board agrees to compensate employees who meet District requirements 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 employees shall be paid on the 15<sup>th</sup> and the last day of the month from September 15<sup>th</sup> to the last day of school in June for teachers and the last working day in June for all other employees. The Board may revise the schedule to meet the convenience of the employees in paying prior to holidays and vacations.
- D. Authorized payroll deductions from salary may be made for any of the following reasons:
1. Contribution to the tax sheltered annuity determined by the Board if authorized by the employee.
  2. A Board-approved disability insurance provider.
  3. 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.
  4. ABCO Public Employees Federal Credit Union.
  5. Gloucester County United Way.
  6. Other investment accounts.
- E. A teacher must be on the payroll for ninety-four (94) or more days to be eligible for an increment.
- F. In order to be eligible to receive an increment, a 10 month clerical employee or maintenance, custodial and grounds employee must have been in a pay status for at least 100 days during the previous year. In order to be eligible to receive an increment; a 12 month clerical employee or maintenance, custodial and grounds employee must have been in a pay status for at least 120 days during the previous year. "Pay status" is defined as all days the employee worked or was on a paid leave of absence.
- G. Guidance counselors who are employed in the summer will be paid their individual per diem rate.

- H. For homebound instruction, a teacher will be compensated at a rate of 1.25 hours for every hour worked. A minimum of one hour will be paid for all scheduled appointments, even if the student "no show;" and the instructor stayed at the agreed to meeting location at least 30 minutes.
- I. Teachers will be compensated at a maximum of 10 hours at a rate of one-half of the Special Projects Rates to pack an "old" room and unpack a "new" room, unless release time is granted. Packing and unpacking required due to construction is not included.
- J. All unit members shall be paid through a direct deposit system under rules established by the Administration.

## **ARTICLE 9 HEALTH INSURANCE**

- A. The Board agrees to provide health insurance coverage (medical and dental) at the negotiated percent for each individual who is regularly employed for thirty (30) or more hours per week. The Board will offer husband and wife, parent and child, or full-family health insurance coverage to each employee who desires such coverage according to the employee's needs. The cost of coverage to the employee will be the greater of the following methods:
  - The Board pays eighty-five percent (85%) of medical coverage premiums over and above single coverage, and the employee pays the remaining fifteen percent (15%) [For the contract period, the base insurance plan shall be the Horizon Direct Access plan which was in effect as of March 31, 2008, with the inclusion of required referrals effective July 1, 2012.] AND the cost of the dental insurance coverage (New Jersey Dental Service Plan I. A.) for each employee (single coverage only) shall be shared with the Board paying eighty-five percent (85%) and the employee paying fifteen percent (15%) of the annual premium cost along with any costs associated with additional family members, or
  - The employee pays one and a half percent (1.5%) of his/her salary for each school year, or
  - The employee pays a percentage of the premiums for both medical and dental as determined by Chapter 78, P.L. 2011.

Also, the Board will arrange for a vision care plan to be offered to all full-time employees, with the employee assuming 100% of the cost.

- B. The Board will provide temporary disability income plan for all full time custodial, maintenance, and grounds employees. The plan shall be either the NJEA Umbrella Temporary Disability Benefits Plan I or its equivalent. The Board shall select the carrier. The Board's premium cost for the temporary disability income plan shall not exceed one percent (1%) of the eligible employee's taxable wages up to the amount of each employee's taxable wages that would be assessed for enrollment in the State of New Jersey Temporary Disability Benefits Program.

C. INSURANCE WAIVER PROVISION

1. There shall be a voluntary health insurance waiver plan for employees eligible to receive coverage under Article 9, A.
2. Each year, the Board shall provide appropriate forms to all employees eligible for health and hospitalization insurance under A. above. Said form will contain a final return date.
3. Employees who voluntarily elect to waive the coverage provided under Article 9, A. in writing on a form provided by the Business Office shall be entitled to receive \$2,500.
4. Payment of the monies in 3. above shall be made by separate check on June 30 at the conclusion of the waived year.
5. Employees must waive such insurance for a full year (July 1 through June 30) to be eligible for said payment. If an employee begins employment within a year, he/she may waive coverage for the remainder of the year and the payment will be prorated.
6. Employees who have no other comprehensive family, parent/child(ren), or husband/wife (two party) insurance may not waive coverage under Article 9, A. above. The Board shall require proof of such coverage. It is the responsibility of the employee to notify the Board in writing if such coverage ceases at any point during the waiver period.
7. An employee who waives coverage may re-enroll for the next year during the open enrollment period.
8. An employee who waives the coverage provided under Article 9 shall be permitted to immediately resume coverage during the waiver period if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who wishes to resume coverage shall notify the Board in writing that the waiver is revoked. Employees who re-enroll for coverage under Article 9 during the year for any reason shall receive a prorated share of the payment under 3. above. ERISA and COBRA laws have time limitations on re-enrollment during an insurance year. It is required that the employee desiring re-enrollment informs the Board in writing as soon as reasonably possible or they may forfeit their ability to re-enroll.
9. An employee who separates from employment during the year shall receive a prorated share of the payment set forth in 3. above.
10. In order to protect all employees' insurance benefits from federal taxation because of agreement to this waiver plan, the Board shall file the necessary Section 125 paperwork and shall pay all administrative costs.

**ARTICLE 10  
TRANSFERS AND REASSIGNMENT**

**A. TEACHERS**

1. 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, and on the District website 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.
2. 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 within ten (10) school days.
3. 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.
4. 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.)
5. Teachers will be notified in writing of their assignments for the following year by June 15th.

**B. MAINTENANCE, CUSTODIAL AND GROUNDS**

1. A notice of any vacancy in positions listed in the Recognition clause shall be sent to and posted in each school and a copy shall be sent to the Association. The posting will include a closing date for applications.
2. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent. Employees will receive written notice of receipt of application. Part time employees who apply for full time positions shall be interviewed.
3. Each vacancy shall require a separate application.

C. CLERICAL EMPLOYEES

1. A copy of the clerical employee vacancy listing, noting of official openings, shall be posted in the main office of each school building on the office bulletin board. Permanent part-time or full-time vacancies will be posted ten (10) days prior to being filled.
2. Notice of involuntary transfer or reassignment shall be sent in writing to the clerical employee as soon as practicable. The reason for the change in assignment or school location will be discussed in a meeting between the clerical employee involved and the direct supervisor or the Superintendent where applicable.

**ARTICLE 11  
EVALUATION, DOCUMENTS**

A. TEACHERS

1. All classroom evaluations of a teacher shall be made openly and with the knowledge of the teacher.
2. A teacher shall be given a copy of any evaluation report prepared by his evaluators within five (5) school days of such evaluation. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without having been signed by the teacher as an acknowledgment that he has been apprised of the contents of the evaluation. If the teacher disagrees with the evaluation he may indicate, over his signature, a statement indicating the specific references with which he disagrees. Any rebuttal statement shall be submitted by the teacher within ten (10) school days of receipt of the evaluation and within two (2) weeks if the evaluation is given to the teacher during the last ten (10) days of the school year. No teacher shall be required to sign a blank or incomplete evaluation form. Upon receipt of the evaluation report, a teacher who requests a conference with the evaluator shall be granted a conference.
3. Nontenured teachers shall be evaluated a minimum of three (3) times each year; the first being not later than November 15, the third being not later than April 25.
4. No material shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or designee and attached to the file copy. The teacher's response, if any, to the above mentioned material shall be submitted within ten (10) school days of the receipt of the material by the teacher or within two (2) weeks if the material is received by the teacher



within the last ten (10) days of school.

5. All tenured teachers must be observed and evaluated at least once prior to May 15th. All PIP's shall be completed at least seven (7) school days prior to the last teacher work day.

B. MAINTENANCE, CUSTODIAL AND GROUNDS

1. All employees shall be evaluated at least once a year in accordance with Board policy. The employee shall have the right to submit a written rebuttal within ten (10) work days.
2. Upon receipt of the evaluation report an employee who requests an evaluation conference shall be granted the conference. Requests must be made within three (3) days of receipt.
3. The employee shall be given a copy of any document that will be placed in his personnel file. The employee shall sign the file copy for the sole purpose of acknowledging receipt of the document.

C. CLERICAL EMPLOYEES

1. All clerical employees shall be evaluated once yearly.
2. A clerical employee shall be given a copy of any evaluation report prepared by his/her evaluator. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without having been signed by the employee as an acknowledgment that he/she has been apprised of the contents of the evaluation. If the clerical employee disagrees with the evaluation he/she may indicate, over his/her signature, a statement indicating the specific references with which he/she disagrees. Any rebuttal statement shall be submitted by the clerical employee within ten (10) school days of receipt of the evaluation and within two (2) weeks if the evaluation is given to the clerical employee during the last ten (10) days of the school year. No clerical employee shall be required to sign a blank or incomplete evaluation form. Upon receipt of the evaluation report, a clerical employee who requests a conference with the evaluator shall be granted a conference.
3. No material shall be placed in a clerical employee's personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or designee and attached to the file copy. The employee's response, if any, to the above mentioned material shall be submitted within ten (10) school days of the receipt of the material by the employee or within two (2) weeks if the material is received by the employee within the last ten (10) days of school.

**ARTICLE 12**  
**PROFESSIONAL DEVELOPMENT**

**A. TEACHERS**

1. The Board of Education will refund to teachers the cost of tuition and books for in-service college courses taken under the following conditions:
  - a. 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 (1) course in an allied field per school year provided the course is relative to the teacher's assignment in the Woodbury City 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.
  - b. The course may be at either the graduate or undergraduate level of credit, provided the teacher holds either a Standard Teaching Certificate or a Certificate of Advanced Standing and provided the course is not essentially a repetition of one previously taken. Undergraduate level courses will only be reimbursed when the course is for certification in an area where the District is experiencing a need for certified staff as determined by the Superintendent.
  - c. The Board will reimburse teacher for tuition costs for up to nine (9) credits per year completed between July 1st and June 30<sup>th</sup>. The reimbursement rate per credit shall not exceed charged per credit by The College of New Jersey. The total, annual, district-wide cap for tuition reimbursement will be at the following amount each year: \$45,000. In addition, teachers shall be eligible for reimbursement for the cost of books at the rate of \$300 per year; and for the cost of fees at the rate of \$300 per year. Such refunds will be made to teachers still in the Board's employ upon presentation of the receipted bills and transcript of credit or official grade report form evidencing satisfactory completion of the course. If the tuition reimbursement exceeds the Board's obligation under the contract, the reimbursements shall be prorated. For example, all individual claims will be reimbursed at

95% of the claim amount. Presentation of the receipted bills and transcript of credit or official grade report form evidencing satisfactory completion of the course in the summer, fall and/or spring terms are to be submitted by July 31 of the subsequent fiscal year and disbursement will be made at the August Board meeting.

Satisfactory Completion is defined to be a grade of an A or B in any course approved for reimbursement consideration.

d. Reimbursement by Separating Teachers

A faculty member will be required to reimburse the Board of Education for all class costs started within 12 months of the date that individual voluntarily terminates his employment in the district. Individuals who voluntarily terminate their employment for the following reasons shall be exempt from this clause:

- a) pregnancy,
- b) transfer/relocation of spouse's employment,
- c) extended/long-term illness,
- d) death of an immediate family member, and
- e) retirement.

Any extenuating circumstance other than employment in another district may be appealed at the superintendent level only.

All monies up to \$4,000.00 total owed to the district must be repaid by individual contract terms not extending beyond one calendar year of termination of employment. Monies owed beyond \$4,000.00 must be repaid within two calendar years by individual contract with Woodbury Public Schools.

- 2. 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.
- 3. 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.

4. Movement on the Salary Guide

- a. Any change of salary status due to additional credits earned must be reported in writing to the Superintendent not less than three (3) months prior to the anticipated salary guide change.

- b. Horizontal advancement on the salary guide may occur two (2) times per year. Teachers who submit the necessary documentation for advancement to a higher educational level prior to September 30th will have their pay adjusted retroactive to September 1<sup>st</sup>. Teachers who submit the necessary documentation for advancement to a higher educational level prior to February 28th will have their pay adjusted retroactive to February 1<sup>st</sup>. Teachers applying for horizontal movement on the salary guide who anticipate problems with the college or university in obtaining documentation that the required course work has been completed should notify the Business Administrator, in a timely fashion, that the documentation is forthcoming. In this case, the Board will waive the time requirements.

5. Action Research

A stipend of \$1,200.00 will be provided for up to four (4) teachers per academic year for the design, implementation and reporting of educational research within their assigned responsibilities. The work must be proposed, in writing, prior to August 1st and must specify area of research/inquiry, form of application within the district during the upcoming year, type of data to be collected and type of reporting to be made within the district by June 1st of the same academic year. The purpose of the program is to encourage professional reading, test theories within our classrooms and share results and recommendations with colleagues.

B. MAINTENANCE, CUSTODIAL AND GROUNDS

1. Maintenance, custodial, and grounds employees who have completed two (2) years of continuous service are eligible for course reimbursement. All courses must be approved, in writing, by the Superintendent. Approval shall be at the Superintendent's discretion.
2. The Board of Education will provide tuition reimbursement, books and fees and workshop costs to custodial, maintenance, and grounds employees for relevant studies to be no more than \$1,000 per year. The course/workshop must be approved by the Superintendent in advance and in writing. Such refunds will be made within 60 days to employees still in the Board's employ upon presentation of the receipted bills and transcript of credit or official report of grade form. Satisfactory completion will be defined and reimbursed as follows:
  - Final Grade of an A or B (graduate or undergraduate coursework) = 100% reimbursement.
  - Final Grade of a C (undergraduate coursework only) = 50% reimbursement.

3. The Board will reimburse payment for fees related to renewal of licenses necessary for the performance of school duties, as determined by the Business Administrator.
4. A maintenance, custodial, and grounds employee will be required to reimburse the Board of Education for all class costs and/or professional certification started within 12 months of the date that individual voluntarily terminates his/her employment in the district. Individuals who voluntarily terminate their employment for the following reasons shall be exempt from this clause:
  - a. pregnancy
  - b. transfer/relocation of spouse's employment
  - c. extended/long-term illness
  - d. death of an immediate family member
  - e. retirement

Any extenuating circumstance other than employment in another district may be appealed at the superintendent level only.

#### C. CLERICAL EMPLOYEES

1. The Board of Education will provide tuition reimbursement, books and fees and professional development costs to clerical employees for professionally relevant studies to be no more than \$1,000 per year; an additional \$200 book reimbursement will be approved, if needed. The course/professional development must be approved by the Superintendent in advance and in writing. Such refunds will be made within sixty (60) days to employees still in the Board's employ upon presentation of the receipted bills and transcript of credit or official report of grade form. Satisfactory completion will be defined and reimbursed as follows:
  - Final Grade of an A or B (graduate or undergraduate coursework) = 100% reimbursement.
  - Final Grade of a C (undergraduate coursework only) = 50% reimbursement.
2. Clerical employees who take professional development courses and seek reimbursement for coursework 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.
3. A clerical employee will be required to reimburse the Board of Education for all class costs and/or professional certification started within 12 months of the date that individual voluntarily terminates his/her employment in the district. Individuals who voluntarily terminate their employment for the

following reasons shall be exempt from this clause:

- a. pregnancy
- b. transfer/relocation of spouse's employment
- c. extended/long-term illness
- d. death of an immediate family member
- e. retirement

Any extenuating circumstance other than employment in another district may be appealed at the superintendent level only.

### **ARTICLE 13 SICK LEAVE AND OTHER LEAVES OF ABSENCE**

#### **A. Sick Leave**

1. All ten month employees shall be entitled to ten (10) days of sick leave each school year. All twelve month employees shall be entitled to twelve (12) days of sick leave each year. Employees employed after September 30<sup>th</sup> will receive one (1) sick day per month of employment. All sick leave days will be credited to the employee's account as of the first day of the employee's work year whether or not the employee reports for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. When an employee's absence due to personal illness exceeds the total number of sick days accumulated, the employee 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 defined in applicable New Jersey Statutes now or hereafter in effect.
4. Employees shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.
5. Payment for unused sick leave upon retirement (for employees working in the district prior to July 1, 2012.)
  - a. Upon retirement in accordance with the provision of the Teachers' Pension Annuity Fund or the Public Employees Retirement System, as relevant, ten month employees shall be paid two (2) full days' pay calculated at the rate of one two-hundredth ( $1/200^{\text{th}}$ ) of their annual salary for every five (5) unused sick leave days and one (1) full day's pay calculated at the rate of one two-hundredth ( $1/200^{\text{th}}$ ) of their annual salary for every five (5) accumulated personal leave days.

- b. Upon retirement in accordance with the provision of the Teachers' Pension Annuity Fund or the Public Employees Retirement System, as relevant, 12 month employees shall be paid two (2) full days' pay calculated at the rate of 1/240<sup>th</sup> of their annual salary for every five (5) unused sick leave days and one (1) full day's pay calculated at the rate of 1/240<sup>th</sup> of their annual salary for every five (5) accumulated personal leave days.
- c. For all teachers and clerical employees hired after June 30, 1996, and for all maintenance, grounds and custodial employees hired on or after July 1, 2009, the payment for total unused sick and personal leave accrued is capped at a maximum of \$15,000.00 upon retirement.
- d. Any total amount greater than \$10,000 owed to an individual retiree or to the estate of a retiree must be paid by the Board of Education over three (3) school years.
- e. Employees notifying the Board no later than February 1<sup>st</sup> of their intent to retire will receive payment in July; if notice of intent to retire is received after February 1<sup>st</sup>, payment will be received the second July following retirement. Exceptions will be allowed for employees notifying after February 1<sup>st</sup> for health related reasons concerning the employee or the employee's spouse.
- f. The estate of employees who are eligible to retire in accordance with the provisions of TPAF or PERS, as relevant, but employed by the Board shall be paid for the deceased employee's accrued sick leave as specified in subsection 5. a. *et seq.*

B. OTHER SHORT TERM LEAVES OF ABSENCE

The Board realizes that unusual circumstances other than illness occasionally make it necessary for employees to be absent from work. The Board establishes the following list as maximum days employees 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. Only accrued days from Section B. 4 convert to extended sick leave days

1. Death in the Family

- a. Immediate Family. An allowance of up five (5) days 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 grandparents, father, mother, spouse, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, and members of the employee's household.

- b. Extended Family. An allowance of up to two (2) days per occurrence shall be granted for a death in the extended family. Extended family may be considered brother-in-law, sister-in-law, and grandchild.
- c. Other Relatives. An allowance of one (1) day leave may be granted for the death of other relatives.

2. Serious Illness in the Immediate Family

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.a above.)

3. Personal Leave

- a. 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 are not limited to:
  - 1) Court Subpoena.
  - 2) Marriage of an employee or marriage of father, mother, brother, sister, son or daughter.
  - 3) Personal business which cannot be handled outside of school hours, unless the requested leave day falls on a Monday, Friday, or, for teachers and clerical employees, 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.
- b. Each employee's unused personal leave days as specified in Section B. 4. of this Article will be accumulated for the employee's future use as extended sick leave days. These accumulated unused personal leave days shall be available for use by the employee as sick leave days after all current and accumulated sick leave days have been exhausted. See A. 5. a. above for conversion of unused accumulated personal leave to severance pay (as referenced above in 13A).

4. Educational Leaves

Educational leaves for teachers and clerical employees 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.

5. Transportation Leave

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.

6. Miscellaneous

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 1/20<sup>th</sup> of the monthly salary for each day's absence.

7. With respect to maintenance/custodial/grounds employees, the above provisions apply to full-time employees only.

**ARTICLE 14  
EXTENDED LEAVES OF ABSENCE**

A. Occasionally, it is necessary for employees to be absent for long periods of time generally as the result of emergencies or other circumstances beyond the control of the employee. 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. Disability Leave for All Employees

1. An employee may apply for an unpaid disability leave. Such leave shall only be granted after all available paid sick leave and vacation leave has been exhausted. The employee shall apply in writing for said leave in advance of its commencement. All applications for extension of a granted unpaid disability leave must be in writing in advance of the first date of the commencement of such extension. In both cases, the employee must specify the requested starting date or extension starting date for the leave and the requested termination date for the requested leave.

2. In order to be eligible for an unpaid disability leave, the employee must submit to the District a physician's note sufficiently detailed to support the request for leave. In the event that there is some question

concerning the basis for the request, the District may require that the employee undergo an examination by a physician of the District's choosing.

3. After the utilization of any rights to leave the employee may have under the FMLA and NJFLA, and assuming the terms of C. 2. above are met, an employee who has worked at least three (3) consecutive years in the District by the date of application for leave, shall be granted the leave requested up to the last scheduled work day in that year. Said employee may be granted an extension of that leave at the discretion of the Board for up to one (additional) full work year (July 1 through June 30 for 12 month employees or September 1 through June 30 for 10 month employees).
4. After the utilization of any rights to leave the employee may have under the FMLA, and assuming the terms of C.2. above are met, an employee who has not worked at least consecutive three (3) years in the District by the date of application for leave, shall be granted the leave requested up to the last scheduled work day in that year. Said employee shall not be granted an extension of that leave into a new work year.
5. All extended leaves of absence under this section are unpaid leaves. Under all extended unpaid leaves beyond those granted under FMLA and/or NJFLA, the District shall not provide paid insurance benefits but the employee shall be permitted to pay for insurance coverage under rules adopted by the Board or its agents.

D. Additional Child-rearing Leaves of Absence for Teachers

1. All employees may apply for a child-rearing leave of absence in conjunction with a sick leave of absence for child-rearing purposes (as per FMLA, NJFLA). In addition, in order to minimize the change of instructors in a classroom, a teacher may request that the child rearing leave continue for the balance of the school year in which the birth occurs (even if this extends beyond the FMLA/NJFLA timelines). Application for such 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. In order to be eligible for this additional year of leave, the employee must make written application to the Superintendent no later than the April 1st immediately prior to the additional year, or no later than 30 days after the birth of the child, whichever is later.

3. This extended child-rearing leave shall be without pay and associated benefits. 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.
4. Employees adopting an infant child shall receive similar leave which shall commence upon him receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interests of the school.

E. Miscellaneous

All benefits to which an employee was entitled at the time the leave commenced and which are still available to the employee at the time of return, including unused accumulated sick leave shall be restored to an employee 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 1.

F. Leave for emergency military duty

Leave for emergency military duty up to ninety (90) calendar days will be granted by the Board to any permanent or full-time 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 employee 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.

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

**ARTICLE 15  
EXECUTIVE COMMITTEE**

- A. The membership of the committee shall be five (5) members appointed by the Association plus the Association President, three (3) Board members, and three (3) administrators including the Superintendent. The chairperson of the committee shall alternate between a Board appointee and an Association appointee.
- B. Each party shall notify the other in writing of the topics it wishes to discuss at least two (2) weeks prior to any scheduled meeting. The agenda shall be finalized by the Superintendent and Association President or their designee(s) one (1) week prior to the meeting. The agenda shall be in sufficient detail so as to allow the parties to prepare for a fruitful discussion on all topics.

- C. Prior to the conclusion of each Executive committee meeting, a date for the next meeting shall be agreed upon along with an alternate date.
- D. The committee shall meet a minimum of three (3) times per year. Additional meetings may be scheduled by mutual agreement.
- E. Both parties shall show commitment to the process by encouraging attendance by its full complement of representatives at each meeting. Each party shall select its own committee members for each meeting.

**ARTICLE 16  
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 employee on the basis of age, race, creed, color, national origin or sex.
- C. In accordance with NJSA 34:13a-1 et seq., 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 employee 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. The Board agrees:
  - 1. It will neither directly nor indirectly discourage or deprive any employee in the enjoyment of any rights conferred by the laws or the constitution of New Jersey and the United States, issues alleging unfair practices will be referred to Public Employment Relations Commission;
  - 2. It will not discriminate against any employee 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 employees in this Agreement are in addition to those provided in the above-mentioned laws and Constitutions.
- F. Copies of this Agreement shall be prepared at the joint expense of the Board and the Association and presented to all members of this association.

## ARTICLE 17 REPRESENTATION

- A. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
  2. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
  3. A statement establishing the amount of yearly representation fees to be deducted from salaries of each non-member. Such representation fee shall be eighty-five percent (85%) of the regular membership dues, fees and assessments.
  4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
- B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such non-members as defined in subsection 1.a. above in accordance with Section C below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
- C. Payroll Deduction Schedule
- The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck:
1. in November; or
  2. thirty (30) days after the employee begins his employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
- D. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding

thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

- E. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries or any employee of any sum of money as a representation fee under the provisions of this Agreement provided the Board has fully complied with the requirements contained herein. In addition, the Board shall be required to make available any and all public records necessary for such defense.

## PART A

### APPLIES TO TEACHING MEMBERS

#### ARTICLE 18

#### TEACHER WORK YEAR

- A. 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 vacation, holidays, and in-service days. However, the Board reserves the right to make the final decision on the calendar. The required in-school work year for teachers shall not exceed 186 days, excluding the NJEA Convention, and having 181 days available for student contact time.
- B. Teachers who are newly employed and teachers who have been on a leave of absence in excess of two (2) school years may be required to attend up to four (4) additional orientation days.

#### ARTICLE 19

#### 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. Teacher Day.
  - 1. Report For Duty Time:
    - a. Full-time teachers (PK-5): five (5) minutes prior to the start of school and shall remain twenty-five (25) minutes after the close of the school day; the total in-school work day shall consist of not more than seven (7) hours.

- b. Full-time (Gr. 6 – 12): five (5) minutes prior to the start of the student day and shall remain a total of seven and one-quarter (7 ¼) hours on a regular student day.

These times may be adjusted or shortened by the building principal on an annual basis. Teachers shall indicate their presence for duty in a method appropriate to their particular building.

On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.

2. Prep and Lunch Times:

- Grades PreK – 5: 40 minute duty-free lunch
- PreK: 40 minutes of daily prep time
- Grades Kindergarten – 5: 40 minute daily prep period
- Grades 6 – 12: at least 26 minutes duty free lunch.

Teachers may leave the building during their duty-free lunch period.

3. Teachers shall work a one-session day prior to the Thanksgiving holiday.

- C. Faculty/Professional Meetings.

1. Teachers may be required to remain after the end of the regular work day for the purpose of attending faculty or other professional meetings.
2. Such meetings shall not exceed four (4) days each month.
3. These meetings will begin no later than fifteen (15) minutes after the student dismissal time.
4. The meetings will run for no more than sixty (60) minutes.
5. 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 (24) hours in advance, except in emergency situations.

- D. Teaching Loads.

1. Elementary. 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 Coordinators are also exempt from duties.
2. Junior/Senior High School. (The following daily teaching loads in grades 6 through 12 may be converted to weekly equivalents.)

The traditional daily schedule in grades 6 through 12 shall consist of eight (8) periods plus lunch and homeroom. The average length of a period, excluding passing time, shall be forty-two (42) minutes.

Teachers of Related Arts (Art, Business, and Technology Education), Music, Special Education and World Language will not have more than five (5) subject preparations, unless a teacher volunteers for more. All other teachers will not be assigned to teach in more than two (2) subject areas and no more than three (3) subject preparations in full year academic courses, unless a teacher volunteers for more.

- a. Traditional 42-minute class period.
  1. Teachers assigned six (6) academic periods per day shall have ten (10) non-pupil contact periods per week.
  2. Teachers assigned to five (5) academic periods shall have thirty-three (33) pupil contact periods per week and seven (7) non-pupil contact periods per week.
  3. Full period supervisory assignments shall be considered a pupil contact period. Department Chairs will have no more than 25 pupil contact periods per week and will be assigned no additional duties, i.e. lunch, in-house suspension duties.
  4. Teachers assigned to seven (7) academic classes will be assigned on a voluntary basis and will receive \$5,865 additional salary for the year. The above amount will be paid as a stipend with one-half (1/2) payable in December and one-half (1/2) payable in June.
  5. A teacher assigned to six (6) academic periods per day may volunteer for a supervisory assignment and receive a \$2,600. stipend.
  6. A teacher without a year's teaching experience shall not be assigned seven (7) academic periods.
- b. Extended 51-minute class periods.
  1. A faculty member's normal daily work load shall not exceed five (5) extended period classes. Additionally, two periods per day (typically of 42 minutes in duration) will be non-pupil contact time periods.
  2. If a faculty member is assigned to five (5) extended period classes, said member shall be assigned no duties that semester.
- c. Blocked (double period) 88-minute periods.
  1. A faculty member's normal daily work load shall not exceed three (3) instructional blocks and two (2) non-pupil contact time periods equal in length to one block.
  2. If a faculty member teaches three (3) blocks in a semester, said member shall be assigned no duties that semester.
- d. Combined Schedules

A combination of the above class periods can be used to make up a teachers schedule as long as the non-pupil contact times for the teacher is consistent with what would be provided in the above scenarios.



e. Purposeful, Common Planning Time

When planning time is purposefully provided for teachers working in common areas (e.g., departments, grade level, etc.), the group will provide an accounting of how at least six (6) non-pupil contact periods were used to address student issues (instructional and/or behavioral). This should be done in the form of meeting notes summarizing the points discussed and any related decisions.

Any such grouping of teachers will be identified by the building principal and these groups of teachers will be assigned to no more than three (3) monthly after school meetings.

f. Department Chairs

1. Department Chairs and team coordinators shall teach no more than five (5) instructional (88-minute) blocks per year, five (5) 42-minute periods per day for a full year, or four (4) extended, 51-minute period classes per day, whenever possible.
2. When a chairperson or team coordinator teaches six (6) blocks per year, six (6) traditional periods per day all year, or five (5) extended periods per day all year, the stipend will increase by 50%.
3. When a chairperson or team coordinator agrees to teach six (6) periods per day for less than a full year, the stipend will be adjusted accordingly.

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 non-teaching time.

E. Teachers Assignment Notice.

Teachers shall be given written notice of their assignments not later than June 15th. The administration may alter, modify, or change such assignments in the event of changes in enrollment or department personnel, and shall notify the teacher affected by such changes promptly and in writing.

## **ARTICLE 20 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 and nurses required to travel on a daily basis between two (2) or more schools in the normal course of their duties shall be reimbursed mileage on monthly basis at the State of New Jersey rate for recorded miles traveled.
- D. Staff required to travel either on a daily basis in the normal course of their duties or staff required to travel occasionally for professional development between two (2) or more schools shall be provided fifteen (15) minutes travel time.

## **ARTICLE 21 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 Exhibit A shall be sent to and posted in each school and a copy shall be sent to all school email addresses of association members fifteen (15) days before the final date when applications must be submitted. Also included are the vacancies in the Saturday and Summer Schools, and all curriculum projects.
- 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 all school email addresses of association members.

## **ARTICLE 22 ACADEMIC FREEDOM AND GRADING**

- A. 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.
- B. 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 in writing.

**ARTICLE 23  
CHILD STUDY TEAM TERMS AND PROVISIONS**

- A. The full-time social worker, employee #4001, currently employed by the district will maintain the current school day hours (8 – 4) and school year (September 1 – June 30). The Board will “grandfather” the difference between appropriate placement on the teacher salary guide and current salary. That differential will remain for the length of service to the District. Future raises will be based on the negotiated scale.
- B. All other Child Study Team members will be placed at their individual steps on guide and will receive an additional \$2,000 in salary. They will work a 7 1/2 hour day. The CST will work five (5) additional days beyond the teacher’s contract. Three of these days will be taken prior to the start of the school year, during the month of August, and two (2) days will occur at the end of the school year, in June. Team members must submit these dates for approval to the Director of Special Services for planning purposes by June 30 of the prior school year.

**ARTICLE 24  
CURRICULUM WORK AND TEACHING IN-SERVICE COURSES**

- A. Requests for curriculum courses of study shall be made in writing with a due date of one month, unless otherwise specified.
- B. Curriculum work to be assigned at special projects rate with a cap on the number of total hours per project as set by the Superintendent.
- C. Stipend to be divided if the responsibility is assigned to more than one (1) teacher.
- D. In lieu of payment, released time may be provided. Ex., professional day in-service, etc.
- E. Teachers who serve as instructors for in-service courses during the school year and who do not have such instruction as part of their regular duties will be compensated for such services at the special projects rate with the number of hours approved by the Superintendent.

**PART B**  
**APPLIES TO MAINTENANCE/CUSTODIAL/GROUNDS MEMBERS**

**ARTICLE 25  
DISCIPLINE AND DISCHARGE**

- A. All employees shall be probationary for the first ninety (90) days of employment. Thereafter, each employee shall be issued an annual employment contract with a two (2) week termination provision. The two (2) week termination provision may be waived when discharge is for cause.

- B. A probationary employee may be disciplined or dismissed for any reason considered justifiable by the Business Administrator. Notification of discipline or dismissal shall include a written statement of reasons for non-employment. Within five (5) calendar days of receipt of notification of dismissal, the employee may request in writing a meeting to discuss the termination with the Superintendent of Schools. The Superintendent shall schedule a meeting within five (5) calendar days of receipt of the written request from the employee. The Superintendent must notify the employee in writing of his final determination within three (3) days of the meeting. Any disciplinary action of a probationary employee shall not be subject to the grievance procedure of this Agreement.
- C. Violations of Board policy, rules or regulations shall be cause for disciplinary action as outlined below when just cause exists. Employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure provided under this Agreement. There shall be four (4) separate penalties applied when it is necessary to impose discipline on any of the employees of the Board.

Step 1: A written reprimand shall be placed in the employee's personnel file. The employee shall be required to sign the file copy, within five (5) work days, for the sole purpose of acknowledging receipt of a copy. The employee's signature does not indicate agreement with the reprimand. The Board shall furnish the employee and the Association with a copy of the reprimand.

Step 2: A written reprimand shall be placed in the employee's personnel file. The employee shall be required to sign the file copy, within five (5) work days, for the sole purpose of acknowledging receipt of a copy. The employee's signature does not indicate agreement with the reprimand. The Board shall furnish the employee and the Association with a copy of the reprimand.

Step 3: Suspension from work (without pay) for periods varying from one (1) to fifteen (15) days, according to the gravity of the offense and the previous record of the employee concerned, is to be applied in cases of a first serious offense or continued or repeated minor ones.

Step 4: Discharge.

- If an employee is required to attend a meeting with the Board, Superintendent or a designated representative for the purpose of discipline, he will be so advised in writing and shall have the right to have an Association representative present during such a meeting.
- The Board may bypass any step of this procedure based on the offense (such as theft, fighting, child molesting, substance abuse, etc.) and record of the employee.

**ARTICLE 26**  
**WORK YEAR, WORK WEEK AND WORK DAY**

A. Work Year

1. The full-time work year calendar will be established by June 1 of each year for the July 1 - June 30 fiscal year. Thirteen paid holidays and due vacation time will be recognized.
2. A standard full-time work week will be Monday through Friday/40 hours.
3. The full-time work day shall consist of eight (8) hours plus a one-half (1/2) hour lunch break for the day shift and eight (8) hours including a one-half hour lunch break for shifts beginning after 3 p.m. and before midnight.
4. If approved by the Board of Education, a modified summer work schedule will consist of eight and one-half (8.5) hour work days Monday through Thursday and a six (6) hour work day on Fridays.

B. The length of the part-time work day will be determined by the administration.

C. Starting times for all work shifts will be determined by the administration.

1. Full-time employees assigned to work shifts that regularly work past midnight will receive a twenty-five cent (\$.25) per hour shift differential. The shift differential will only be paid for actual time worked on the late shift.

D. Overtime pay at one and one-half (1½) times the employee's regular rate of pay will be paid for all work performed in excess of forty (40) hours in any work week including sick, personal, vacation and holidays provided the vacation or personal day was scheduled prior to the scheduling of the overtime. Time spent on Worker's Compensation is excluded from the overtime computation.

1. The scheduling and distribution of overtime will be done on an equitable basis in accordance with the needs of the district.
2. Employees who are required to work on holidays as defined in Article 26 will be compensated in addition to the regular day's pay at the rate of time and one-half for all time worked.
3. Employees who are required to work on a Sunday will be compensated an overtime pay at two (2) times the employee's regular rate of pay.
4. The Board may require employees to work overtime; employees will be given advanced notice of required overtime when possible.

E. All emergency call-ins that are not contiguous to the employee's work shift shall be for a minimum of two and one-half (2 1/2) hours at the overtime rate of time and one-half.

- F. All non-emergency call-ins that are not contiguous to the employee's work shift shall be for a minimum of one (1) hour at the overtime rate of time and one-half.
- G. Employees may be assigned to on-call status. Employees on-call must be able to reach the district within forty-five (45) minutes of receiving a notice to report. Employees on-call who are required to report to work will be compensated in accordance with Sections D and E of this Article.
  - 1. On-call employees will be provided with a cell phone.
  - 2. On-call employees will be compensated at the rate of five dollars (\$5.00) per week day (6 a.m. Monday through 12 a.m. Saturday) and twenty-five dollars (\$25.00) per weekend (12 a.m. Saturday through 6 a.m. Monday.) Effective July 1, 2010, on-call employees will be compensated at the rate of \$10.00 per week day (6 a.m. Monday through 12 a.m. Saturday) and \$35 per weekend (12 a.m. Saturday through 6 a.m. Monday.)
  - 3. The requirement for on-call assignments will be determined by the Administration.
- H. A notice of and agenda for any maintenance and custodial meeting shall be distributed at least 24 hours in advance of such meeting, except in emergency situations which are unforeseeable.

**ARTICLE 27  
HOLIDAYS AND VACATIONS**

- A. Holidays
  - 1. All full-time twelve (12) month employees shall be entitled to thirteen (13) paid holidays per year.
  - 2. These holidays shall include:
 

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	
  - 3. The remaining six (6) holidays shall be determined on an annual basis when the school calendar is established. Employees will be notified of the dates of the six (6) holidays no later than April 30 of each year.
  - 4. In the event a holiday listed in Subsection 2 above falls on a Saturday or Sunday, the holiday will be celebrated on the preceding or following day respectively. In the event the schools are open on any scheduled holiday, an alternate holiday will be scheduled by mutual agreement.

5. The Association will submit a suggested holiday schedule for the Board's consideration prior to April 1 of each year.

B. Vacation

For the initial year of employment, employees hired after July 1 shall earn pro-rata vacation time in accordance with the number of months employed in that year up to a maximum of ten (10) days. Such vacation time shall be rounded to the nearest full day. Vacation days are earned during the school year and accrue to the employee's record each July 1.

Each full-time twelve (12) month employee shall be eligible for two (2) weeks of vacation during the second year of employment and two (2) weeks of vacation each succeeding year until the employee completes seven (7) continuous years.

Beginning the eighth (8th) year and continuing until the employee has completed fifteen (15) full years of continuous employment, the employee shall be eligible for three (3) weeks of vacation. Beginning the sixteenth (16th) year the employee shall be eligible for four (4) weeks of vacation.

1. Vacation times shall be scheduled at the discretion of the Superintendent or designee.
2. Vacation days shall not be scheduled during the two (2) weeks prior to the opening of school in September, unless approved by the Superintendent. The Superintendent's decision is not grievable.
3. Vacation requests for winter recess will be granted based on a rotation of seniority. One (1) maintenance person and four (4) custodians must be in the district at all times.
4. Vacation time is not accruable long term. An employee may carry a total maximum of five (5) vacation days into the next year.
5. Vacation leaves of absence will be granted in half-day increments for up to ten (10) half-days (a total of five (5) days of vacation time) during a given school year.

C. Vacation - Part-Time Employees

Twelve (12) month part-time employees will earn vacation as noted above, on a pro-rated basis. See Appendix D for further "Leave Days" explanation for part-time employees.

- D. Employment in the Woodbury Public Schools for one hundred and twenty (special) work days shall count as a full year's employment for the purpose of calculating vacation time.

**ARTICLE 28  
UNIFORMS**

- A. The Board shall provide five (5) uniforms in the initial year of employment and three (3) uniforms per year thereafter to each employee. The Board shall provide clothing appropriate to the performance of special jobs on an as-needed basis but no more than one per year. The following items will be issued: rain slickers and gloves.
- B. An allowance of forty dollars (\$40.00) for work related footwear with non-slip sole (no white sneakers) will be provided to custodial personnel each school year. An allowance of sixty dollars (\$60.00) for work boot related footwear will be provided to maintenance and grounds personnel per school year. Reimbursement for the cost of footwear will occur within sixty (60) days after submission of receipts. Appropriated footwear designated above must be worn during all work shifts.
- C. Jackets will be supplied by the Board, as needed, and remain the property of the Board of Education.

**PART C  
APPLIES TO CLERICAL EMPLOYEES**

**ARTICLE 29  
WORK SCHEDULE**

- A. Twelve month clerical employees shall work from July 1<sup>st</sup> through June 30<sup>th</sup>. Ten month clerical employees shall work from September 1<sup>st</sup> through June 30<sup>th</sup>. The work calendar will be based on the calendar distributed to clerical employees and clerical employees shall not be required to work on days school is closed to both clerical employees and students. Exceptions may be made if the clerical employee's supervisor requests employee to work.
- B. A standard full-time work week will be Monday through Friday, excluding the four (4) day summer work schedule, if approved by the Board of Education. The four (4) day summer work schedule is as follows: Monday through Thursday, 7:30 a.m. – 4:45 p.m., nine and one-quarter (9.25) hours, including a one-half (1/2) hour lunch break.
- C. The full-time work day shall consist of eight (8) hours, including one hour lunch break.
- D. Part-time clerical employees shall work fewer than 30 hours per week. The length of the part-time work day, including lunch break, shall be determined by the administration. The length of the part-time clerical employee's work year shall be determined by the administration (teachers' calendar/students' calendar/ten month calendar). Part-time employees who work during the summer months will work their normal number of weekly hours.
- E. Starting times for all clerical employees will be determined by the administration.



- F. When three or more secretaries from the same location are required to attend a scheduled meeting, an agenda will be provided twenty-four (24) hours in advance, except in emergency situations.

**ARTICLE 30  
VACATIONS**

- A. For the initial year of employment, twelve (12)-month clerical employees hired after July 1<sup>st</sup> shall earn pro-rata vacation time in accordance with the number of months employed in that year up to a maximum of ten (10) days. Such vacation time shall be rounded to the nearest full day. Vacation days are earned during the school year and accrue to the employee's record each July 1<sup>st</sup>.

Each full-time twelve (12) month clerical employee shall be eligible for two (2) weeks of vacation during the second year of employment and two (2) weeks of vacation each succeeding year until the employee completes seven (7) continuous years. Beginning the eighth (8th) year and continuing until the employee has completed fifteen (15) full years of continuous employment, the employee shall be eligible for three (3) weeks of vacation. Beginning the sixteenth (16th) year, the employee shall be eligible for four (4) weeks of vacation.

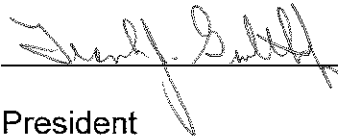
1. Vacation times shall be mutually scheduled between the supervisor and the employee and must be approved by the Superintendent. Vacation days shall not be scheduled during the two (2) weeks prior to the opening of school in September, unless approved by the Superintendent.
2. Twelve month employees may carry over five (5) vacation days annually, which must be used in the next fiscal year.
3. Vacation time is not accruable long term.
4. Effective July 1, 2011, any employee who moves from a 10 month to a 12 month position shall receive vacation per the schedule by multiplying each year of 10 month service by 10/12ths.
5. Vacation leaves of absence will be granted in half-day increments for up to ten (10) half days (a total of five (5) days of vacation time) during a given school year.

**ARTICLE 31  
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2012, and shall continue in effect until midnight, June 30, 2015.

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.

BOARD OF EDUCATION OF THE CITY OF WOODBURY:

  
\_\_\_\_\_

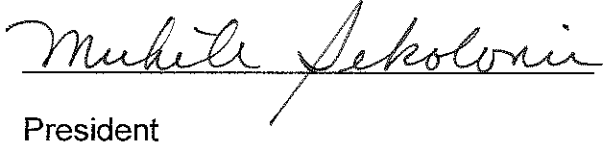
President

  
\_\_\_\_\_

Board Secretary

Date: October 3, 2012

WOODBURY EDUCATION ASSOCIATION:

  
\_\_\_\_\_

President

  
\_\_\_\_\_

Association Secretary

Date: Sept. 21, 2012

**APPENDIX A  
WOODBURY SCHOOL DISTRICT GRIEVANCE FORM**

Grievant's Name \_\_\_\_\_

Date & Time Presented \_\_\_\_\_

School \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_

Provision or 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 \_\_\_\_\_

Association Rep. \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

All grievances are to be presented at Step 1 except grievances initiated in accordance with the provisions of Articles VI, Section C.3. or C.8.

STEP 1 ANSWER

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Received: Assoc. Rep. \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Aggrieved \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

STEP 2

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Received: Assoc. Rep. \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Aggrieved \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

STEP 3

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Received: Assoc. Rep. \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Aggrieved \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

**APPENDIX B**  
**Athletic - Extra Curricular - 2012-13, 2013-14, 2014-15**

<b>Sport</b>	<b>Position</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
7th/8th Grade Programs	All Coaches	2234	2375	2521	2679
Baseball	Head Coach	5408	6258	6894	7361
Baseball	Assistant Coach	3191	3495	4316	4902
Basketball	Head Coach	6663	7361	8002	8537
Basketball	Assistant Coach	4164	4682	5211	6134
Cheerleading (Fall)	Head Coach	3748	4074	4541	5082
Cheerleading (Fall)	Assistant Coach	2521	2825	3191	3489
Cheerleading (Winter)	Head Coach	3748	4074	4541	5082
Cheerleading (Winter)	Assistant Coach	2521	2825	3191	3489
Cross Country	Head Coach	3365	3675	4541	5166
Cross Country	Assistant Coach	2813	3131	4024	4667
Field Hockey	Head Coach	5166	5954	6500	7051
Field Hockey	Assistant Coach	2971	3337	4007	4682
Football	Head Coach	7991	8756	9623	10023
Football	Assistant Coach	4902	5341	6005	6550
Golf	Head Coach	3292	3528	3675	3990
Indoor Track	Head Coach	3365	3675	4541	5166
Indoor Track	Assistant Coach	2813	3131	4024	4667
Soccer	Head Coach	5166	5954	6500	7051
Soccer	Assistant Coach	2971	3337	4007	4682
Softball	Head Coach	5408	6258	6894	7361
Softball	Assistant Coach	3191	3495	4316	4902
Swimming	Head Coach	3528	3990	4699	5408
Swimming	Assistant Coach	2971	3191	3337	3573
Tennis	Head Coach	3528	3990	4699	5408
Tennis	Assistant Coach	2971	3191	3337	3573
Track	Head Coach	5408	6258	6894	7361
Track	Assistant Coach	3191	3495	4316	4902
Weightlifting		2825	3022	3230	3393
Wrestling	Head Coach	6663	7361	8002	8537
Wrestling	Assistant Coach	4164	4682	5211	6134

## APPENDIX C

### Non-Athletic - Extra Curricular - 2012-13, 2013-14, 2014-15

Activity	Stipend
Academic Bowl	1,187.00
America's Pride	771.00
Anytown	889.00
Art Club	839.00
Audio-Visual Coordinator	3,157.00
Band - Assistant Director	3,084.00
Band and Orchestra, Director	6,241.00
Chorus, Assistant Director	1,564.00
Chorus, High School Director	4,817.00
Class Advisor: 10th Grade	1,334.00
Class Advisor: 11th Grade	2,223.00
Class Advisor: 12th Grade	2,521.00
Class Advisor: 9th Grade	1,334.00
Color Guard - Year	1,981.00
Conductor - Orchestra	1,126.00
Cultural League	889.00
Culture Club	889.00
Dance Club - HS	850.00
Debate Dramatics	1,851.00
Detention	1,339.00
Dramatics	3,714.00
Dramatics Assistant	1,165.00
Ecology Club	889.00
Health Careers Club	889.00
Hollywood Kids	1,120.00
Interact	771.00
Intramural Program	1,851.00
Jazz Band	889.00
Jr. H.S. Yearbook	1,851.00
Junior High Jazz Band	619.00

Activity	Stipend
Key Club	771.00
Literary Magazine	771.00
Math League	889.00
Mock Trial	917.00
National Honor Society	1,480.00
Outdoor Club	889.00
Pit Orchestra - General	338.00
Pit Orchestra - General	788.00
Pit Orchestra - General	788.00
Pre/Post School Monitors	1,936.00
Renaissance Club (2)	968.00
Rogate and Related Grades 6-8 Academic Activities	1,198.00
Science Events Competition Coordinator	889.00
Sound/Light Booth	900.00
Spring Play -	1,126.00
Spring Play - Director of	1,126.00
Student Council- Grades 6-8	1,936.00
Student Council- Grades 9-	2,831.00
Sun Dial	6,489.00
Sun Dial, Business Manager	1,621.00
SURE	889.00
Technology Club	889.00
Teen Pep	1,851.00
Varsity Club	1,187.00
Visual Education	1,851.00
Webmaster	872.00
White & Gold	1,936.00
Wind Ensemble	889.00
World Language Club	839.00

### Chairpersons\*

English	3,157.00
Social Studies	3,157.00
Science	3,157.00
Mathematics	3,157.00
Foreign Language	3,157.00
Guidance	3,157.00
Health/PE	3,157.00

Related Arts	3,157.00
Special Education	3,157.00
Technology/Business	3,157.00
AVID	3,157.00
6th Grade	3,157.00
Remediation	3,157.00

\* If a unit member is appointed to be chairperson of two departments, he/she shall receive the full stipend for one position plus \$500.00.

**APPENDIX C**

**Non-Athletic - Extra Curricular - 2012-13, 2013-14, 2014-15**

**Coordinators**

Technology	3,157.00
Grades 6, 7, 8	3,157.00

Pre-School	6,173.00
Child Study Team	4,935.00
Elementary	3,157.00

**Middle School Clubs**

Cooking	619.00
Art-Semester 1	619.00
Youth to Youth - Semester 1	619.00
Ceramics - Semester 1	619.00
Swimming - Semester 1	619.00
Ladybug Club - Semester 1	619.00
Computers - Semester 1	619.00
Bowling - Semester 1	619.00
Drama - Semester 1	619.00
Science - 4 H - Semester 2	619.00
Chess - Semester 2	619.00
Crafts - Semester 1, Semester 2	619.00

**Elementary**

Approved Clubs	850.00
Band, Director	2,071.00
Chorus, Director	2,071.00
Safety Patrol	1,936.00
Yearbook	738.00

	2012-13	2013-14	2014-15
Special Projects Compensation and Detention Rate	30.75	31.40	32.00

## EXHIBIT A

### Salary Increases

Salary increases for each year of this agreement will be determined annually based on the school district's overall percent increase/decrease in the general fund State Aid for the upcoming school year. The following scale will be used to determine the total dollar figures that will be allocated to the base salary of the contract. The percentage increase will be inclusive of increment. Base salary is the total of all salaries minus longevity.

Terms	Change in State Aid	% Increase
Decrease in State Aid	$x \leq -2$	0.25%*
Decrease in State Aid	$-2 < x \leq 0$	0.5%
Increase in State Aid	$0 < x < 2$	1.25%
Increase in State Aid	$2 \leq x < 5$	2.5%
Increase in State Aid	$5 \leq x$	3.0%

Once the amount of the increase to base salary is determined, the board and WEA will mutually agree on salary guides for the next school year.

Note: For the 2012-13 school year, the state aid amount provides for a 2.5% increase and is reflected on the charts in Exhibit B.

\*The teacher year will be 185 days for any year with this level increase.



EXHIBIT B

2012-2013 WEA Salary Guides

Teacher

Step	BA	BA+15	MA	MA+30	MA+60	PhD
12-13						
1	48,510.00	50,785.00	53,060.00	56,110.00	58,690.00	60,666.00
2	48,710.00	50,985.00	53,260.00	56,310.00	58,890.00	60,866.00
3	48,910.00	51,185.00	53,460.00	56,510.00	59,090.00	61,066.00
4	49,110.00	51,385.00	53,660.00	56,710.00	59,290.00	61,266.00
5	50,875.00	53,150.00	55,425.00	58,475.00	61,055.00	63,031.00
6	52,723.00	54,998.00	57,273.00	60,323.00	62,903.00	64,879.00
7	54,760.00	57,035.00	59,310.00	62,360.00	64,940.00	66,916.00
8	56,662.00	58,937.00	61,212.00	64,262.00	66,842.00	68,818.00
9	58,374.00	60,649.00	62,924.00	65,974.00	68,554.00	70,530.00
10	60,221.00	62,496.00	64,771.00	67,821.00	70,401.00	72,377.00
11	62,205.00	64,480.00	66,755.00	69,805.00	72,385.00	74,361.00
12	64,161.00	66,436.00	68,711.00	71,761.00	74,341.00	76,317.00
13	66,226.00	68,501.00	70,776.00	73,826.00	76,406.00	78,382.00
14	70,834.00	73,109.00	75,384.00	78,434.00	81,014.00	82,990.00
15	75,887.00	78,176.00	80,465.00	83,533.00	86,128.00	88,116.00

Longevity: Teachers who have 24 credited years of service as of September 1, shall receive, in addition to the salary listed above, an additional \$1,600. Longevity movement shall occur on the September 1st following the anniversary date of the 24th credited year of service.

Note: Longevity will only apply to employees who were working in the district prior to July 1, 2012.

**Custodial/Maintenance/Grounds**

Step				
12-13	Cust	Lead	Maint	Grounds
1	27,335.00	29,315.00	31,535.00	29,035.00
2	27,535.00	29,335.00	31,735.00	29,235.00
3	27,735.00	29,535.00	31,935.00	29,435.00
4	28,249.00	30,049.00	32,449.00	29,949.00
5	29,277.00	31,077.00	33,477.00	30,977.00
6	30,100.00	31,900.00	34,300.00	31,800.00
7	30,717.00	32,517.00	34,917.00	32,417.00
8	32,362.00	34,162.00	36,562.00	34,062.00
9	32,773.00	34,573.00	36,973.00	34,473.00
10	33,082.00	34,882.00	37,282.00	34,782.00
11	35,033.00	36,844.00	39,258.00	37,196.00

Certain unit members are Off-Guide in 2012-2013. Their salaries have been agreed to by the parties and are contained in District records and in an agreement signed by the parties.

Longevity: Custodial/Maintenance/Grounds who have 10 credited years of service as of July 1, shall receive, in addition to the salary listed above, an additional \$500. After 20 years of credited service, the longevity

will become \$750, in addition to the salary listed above on the guide. Longevity movement shall occur on the July 1st following the anniversary date of the 10th or 20th credited year.

Note: Longevity will only apply to employees who were working in the district prior to July 1, 2012.

## Clerical

Step		
12-13	12 Month	10 Month
1	25,221.00	21,183.00
2	25,421.00	21,350.00
3	25,621.00	21,517.00
4	25,821.00	21,683.00
5	26,695.00	22,412.00
6	28,032.00	23,526.00
7	29,266.00	24,554.00
8	30,500.00	25,582.00
9	31,836.00	26,696.00
10	33,038.00	27,698.00
11	35,222.00	29,517.00

Certain unit members are Off-Guide in 2012-2013. Their salaries have been agreed to by the parties and are contained in District records and in an agreement signed by the parties.

Longevity: Clerical staff members who have 10 credited years of service as of July 1 for 12 month employees and September 1 for 10 month employees, shall receive, in addition to the salary listed above, an additional \$750. Longevity movement shall occur on July 1 (12 month) or September 1st (10 month employee) following the anniversary date of the 10th credited year of service.

Note: Longevity will only apply to employees who were working in the district prior to July 1, 2012.

## Exhibit C

### Part-time Employees

#### [Contractual Clarifications associated with Full-time Equivalency (FTE) status]

There are two general categories of part-time employees with each group:

- **Category A** – those who work a part-time schedule each day, and
- **Category B** – those who work full-time days but less than five days per week.

#### Work Hours:

##### *Teachers*

- **Category A** teachers will be provided a start and finish time for their school day from the building principal(s). These times will typically be consistent throughout the week, though they may vary on given days due to the schedule (e.g., Fridays – extended homerooms in the high school). The time commitment will be in line with the Full-time Equivalency (FTE) decimal number that was used at the time of the appointment for the school (see attached FTE calculation page).
- **Category B** teachers are hired at a Full-time Equivalency (FTE) that is expressed as a decimal number. These teachers will work the fraction of days hired in relation to the full 186 contractual work year for the teacher. (e.g., a teacher hired at 0.60 FTE is expected to work  $0.60 * 186 \text{ days} = 111.6 = 112 \text{ days}$ ; these days will typically take on a regular pattern [possibly M, W, F] – but need to total the contracted amount by the year's end; see attached FTE calculation page.)

##### *Secretarial/Clerical*

- **Category A** secretaries will be provided a start and finish time for their school day from the immediate supervisor. These times will be consistent throughout the week. The time commitment will be in line with the Full-time Equivalency (FTE) decimal number that was used at the time of the appointment for the school year (see attached FTE calculation page).
- **Category B** secretaries are hired at a Full-time Equivalency (FTE) that is expressed as a decimal number. These secretaries will work the fraction of days hired in relation to the full 200 contractual work year (10-month), 260 contractual work year (12-month). (e.g., a 10-month secretary hired at 0.60 FTE is expected to work  $0.60 * 200 \text{ days} = 120 \text{ days}$ ; these days will typically take on a regular pattern [possibly M, W, F] – but need to total the contracted amount by the year's end; see attached FTE calculation page.)

### *Custodial/Maintenance/Grounds*

- **Category A** custodial, maintenance, and grounds employees will be provided a start and finish time for their work day from the Director of Facilities. These times will typically be consistent throughout the week, though they may vary on given days due to the schedule (see attached FTE calculation page).
- **Category B** custodial, maintenance, and grounds employees are hired at a Full-time Equivalency (FTE) that is expressed as a decimal number. These employees will work the fraction of days hired in relation to the full 260 contractual work year for the employee. (e.g., a custodian hired at 0.60 FTE is expected to work  $0.60 * 260$  days = 156 days; these days will typically take on a regular pattern [possibly M, W, F] – but need to total the contracted amount by the year's end; see attached FTE calculation page.)

### **Leave Days:**

- **Category A** employees have the same benefits days as full-time employees – 10 sick, 3 personal, etc. – but each day is the part-time employee's prorated amount of time. (e.g., a 0.82 FTE teacher will take 0.82 fraction of the day as one of his/her ten sick days for each leave day.) This formula will also apply to holidays – each holiday is at the part-time employee's prorated amount of time.
- **Category B** employees will have a pro-rated amount of time added to their leave bank of available days; these are full-time days. (e.g., a 0.60 FTE part time custodian above will have  $0.6 * 12 = 7.2 = 7$  sick days added to his/her bank,  $0.60 * 3 = 1.8 = 2$  personal days, etc.) This is the same calculation for the number of holidays a Category B employee is entitled to for the year; the specific, paid holidays will be determined mutually with the immediate supervisor.

### **Benefits:**

In all cases, part-time employees are contracted for less than 30 hours/week and, as such, are not eligible for the district's benefit plan (health, dental, blue bank, etc.).

### **ADDITIONAL MATTERS FOR PART-TIME TEACHERS ONLY:**

### **Faculty and Other Professional Meetings:**

- **Category A** and **Category B** teachers will approach these meetings in the same manner.
- Contractually, there is a limit on these "end of the regular work day meetings" – not to exceed 4 per month. For the part-time teacher, this limit will be computed as follows:

$$\text{Teacher's FTE} * 4$$

- Examples:
  - .82 FTE teacher.  $0.82 * 4 = 3.28 = 3$  meetings/month
  - .2 FTE teacher.  $0.2 * 4 = 0.8 = 1$  meeting/month
- All meetings will start no later than fifteen (15) minutes after the end of the part-time teacher's regular day and shall run no more than sixty (60) minutes.
- Building principals will identify the meetings that a part-time teacher is to attend for the school year at the beginning of that school year.

### **In-service/Staff Development Days:**

The opportunity for professional development is critical for our ongoing efforts to improve as a school district.

#### **For full-day staff development days (typically held in September, November, and June):**

**Category A.** The part-time teacher is to commit their same prorated time to this effort. Thus, a 0.82 individual will work a portion of the full-day staff development day. Note – someone with a percentage less than 50% can work with his/her building principal to determine if it would be mutually beneficial to combine time and attend more of one day's program in place of another scheduled day.

**Category B.** These individuals should work with their building principals to determine if these staff development days should be worked into their scheduled work days for the given week. This may require some adjustment to the normal work days for that week but will likely be the desired course of action.

#### **For early dismissal staff development days:**

**Category A.** The part-time teacher is to commit their same prorated time to this effort. Thus, an individual will work the portion of the day that he/she would typically work. This may mean that an individual is not present for these professional development opportunities.

**Category B.** These individuals should work with their building principals to determine if these staff development days should be worked into their scheduled work days for the given week. This may require some adjustment to the normal work days for that week but will likely be the desired course of action.

### **Evening Assignments:**

- **Category A** and **Category B** teachers will approach these meetings in the same manner.

- Contractually, there is a limit on evening assignments. A full-time teacher may be required to attend no more than three (3) evening assignments or meetings each year.
- The part-time teacher's requirement will be calculated using FTE:  $FTE * 3$
- Examples:
  - $0.82 \text{ FTE} = 0.82 * 3 = 2.46 = 2$  evening assignments/meetings
  - $0.20 \text{ FTE} = 0.2 * 3 = 0.60 = 1$  evening assignment

**FTE Calculations**

(based of the salary guides established in the WEA agreement with the Woodbury City BOE)

<b>Secretary: Total Day:</b>				<b>7 hour day</b>
				[ >5 hours would include a 30 min lunch]
FTE	=	x/7		FTE
Ex.		2 hours	2/7	0.29
		4 hours	4/7	0.57
		5.3 hours	5.8/7	0.83
<b>Custodian/Maintenance/Grounds:</b>				<b>7.5 hour day</b>
				[ >5 hours would include a 30 min lunch]
FTE	=	x/7.5		FTE
Ex.		2 hours	2/7.5	0.27
		4 hours	4/7.5	0.53
		5 hours	5/7.5	0.67
<b>Teacher:</b>		<b>7.25 hour day</b>	<b>Jr.-Sr. High School</b>	
FTE	=	x/6	high school classes (42 min each)	
FTE	=	x/5	7th/8th grade schedule (51 minutes each)	
				<b>FTE</b>
Ex.		2 HS classes	2/6	0.33
		4 HS classes	4/6	0.67
		2 7th/8th gr classes	2/5	0.40
		4 7th/8th gr classes	4/5	0.80
<b>Teacher:</b>		<b>7 hour day</b>	<b>Elementary Schools</b>	
				[ >4 hours would include a 30 min lunch]
				[ >3.5 hours would include a 20 min prep]
FTE	=	x/7		FTE
Ex.		60 min	1/7	0.14
		210 min	2.5/7	0.36
		4 hours	4.33/7	0.62
		5 hours	5.88/7	0.84

NOTE: Part-time employees who work a full-day for part of the week are entitled to the same prep/lunch time associated with regular, full-time employees. The FTE is calculated base on the % of days contracted over the course of the work year:

		EXAMPLES		(approx)
Teacher:	186 days	135 days	0.73	(3 days/wk)
10-month secretary:	200 days	45 days	0.23	(1 days/wk)
12-month secretary:	260 days	104 days	0.40	(2 days/wk)
custodian/maintenance/grounds:	260 days	195 days	0.75	(4 days/wk)