

EMPLOYEE AGREEMENT

BETWEEN

**THE WOODBRIDGE TOWNSHIP
BOARD OF EDUCATION**

AND

**THE WOODBRIDGE TOWNSHIP
EDUCATION ASSOCIATION**

FOR THE PERIOD

JULY 1, 2009 THROUGH JUNE 30, 2012

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Part One

Common Provisions

Preamble

This Agreement is entered into by and between the Board of Education of Woodbridge, New Jersey, hereinafter called the “Board” and the Woodbridge Township Education Association, hereinafter called the “Association”.

Purpose

The Board and the Association agree that the paramount purpose of this Agreement is the recognition of the rights and responsibilities of the parties concerned and formulation of procedures by which both parties may work together in good faith with regard to all matters of common concern. The Board and the Association further agree that the welfare of the children is a paramount concern in the operation of the Woodbridge Township School District and that quality education will be promoted to the fullest possible extent. The Board and the Association agree to protect the integrity of this Agreement to the fullest extent permitted by law.

PART ONE

ARTICLE I RECOGNITION

A. **Bargaining Unit**

The Board recognizes the Association as the sole and exclusive bargaining representative for all certified personnel, including teachers with provisional or emergency certification and per diem substitutes, all clerks and secretaries, all technical employees, all paraprofessionals, clerical aides, health aides, school aides, bus attendants, athletic trainers and all custodial, attendance, driver/trainer/safety coordinator, transportation and cafeteria personnel, but excluding Executive Secretary to the Superintendent, Secretary to the Assistant Superintendent for Personnel Services, Executive Secretary to the Board Secretary, Secretary to the Labor Relations Counsel, Cafeteria Specialist, managerial executives, supervisors within the meaning of the Act, and all other employees.

B. **Definitions**

Unless otherwise indicated in this Agreement, terms shall be defined follows:

1. "Association" shall mean the Woodbridge Township Education Association or its designated representatives.
2. "Association Representative" shall mean the agent of the Association in any work location.
3. "Board" shall mean the Board of Education of Woodbridge Township or its designated representatives.
4. "Immediate Supervisor" shall mean the administrator of any work location.
5. "School" shall mean any work location.
6. In Part One of this Agreement, the term "Employee" shall include any member of the bargaining unit as established in Part One, I.A, except clerical aides, part-time health aides and school aides. It is agreed that bus attendants, clerical aides, school aides, part-time health aides, part-time paraprofessionals, and certified staff members whose work assignments are less than 51% of full-time certified employees are part-time employees, and they shall have no entitlement to health benefits as set forth in Part One, Article XIII (Insurance Protection). Cafeteria workers hired subsequent to July 1, 2009 shall also have no entitlement to health benefits as set forth in Part One, Article XIII (Insurance Protection). Cafeteria workers hired subsequent to July 1, 2009 and all clerical aides, part-time health aides, and school aides shall be covered by the provisions of Part One, Article III (Grievance Procedure), Article IV (Rights of Employees), Article V (Rights, Responsibilities and Duties of the Association), Article VI (Board Rights), Article VII (Assignment and Promotion), Article VIII (Employee Files), Article XIV (Salary Payment Procedures), and Article XV (Miscellaneous Provisions).
7. Cafeteria workers hired subsequent to July 1, 2009 and all part-time non-certificated employees, with the exception of those part-time employees who are currently receiving Maximum Step, shall have no entitlement to Maximum Step.

8. The term "Teacher" shall include any member of the bargaining unit for certified personnel as certified by P.E.R.C. on November 15, 1983, except for per diem substitute teachers.
9. The term "Substitute Teacher" shall include all per diem substitute teachers who have worked in that capacity for at least thirty (30) days during a given school year and express a willingness to accept employment as a substitute teacher in this District for the next succeeding school year.
10. In Part Three of this Agreement, the term "Employee" shall include any member of the bargaining unit for custodial, transportation and cafeteria employees, and attendance counselors as certified by P.E.R.C. on December 11, 1984, except as used in those provisions the application of which is clearly limited.
11. In Part Three of this Agreement, the term "Twelve-Month Employee" shall include all custodians, mechanics, twelve-month cafeteria drivers, attendance counselors, driver/trainer/safety coordinator, and the district service manager.
12. In Part Three of this Agreement, the term "Ten-Month Employee" shall include bus drivers, ten-month cafeteria drivers, and cafeteria workers. Cafeteria workers hired subsequent to July 1, 2009 shall be limited to entitlements which are specifically identified for those employees.
13. The term "Secretary" shall include any member of the bargaining unit for clerks and secretaries as certified by P.E.R.C. on December 6, 1984, as well as all Administrative Secretaries previously covered by the Agreement between the Board and the Association for the period July 1, 1990 through June 30, 1993.
14. In Part Five of this Agreement, the term "Employee" shall include any member of the bargaining unit for paraprofessionals as certified by P.E.R.C. on December 6, 1984, clerical aides, health aides, and bus attendants. However, clerical aides and health aides shall be limited to entitlements which are specifically identified for those employees.
15. In Part Six of this Agreement, the term "Employee" shall include school aides, whose entitlements shall be limited to those specifically identified for those employees.
16. In Part Seven of this Agreement, the term "Employee" shall include the following: Webpage Technology and Video Production Coordinator; Field Support Technician; Webpage and Video Production Technician; and Computer Help Desk Coordinator.
17. "Service in Woodbridge" shall mean the total number of years of regular employment for the District in any combination of positions within this bargaining unit or in other contractual positions.
18. "District" shall mean the Woodbridge Township School District.
19. The masculine shall include the feminine; the feminine shall include the masculine.

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

A. Meetings

1. Negotiations shall begin not later than November 1 preceding the expiration of the Agreement.
2. Requests for meetings from the Association will be made to the Superintendent and the President of the Board of Education.
3. Requests for meetings from the Superintendent or the Board will be made to the President of the Association or her/his designee.
4. When a request for a meeting has been made by either party, a mutually convenient date, time and place shall be set within one (1) work day of the date of request, such meeting to take place within seven (7) work days.
5. Nothing in this Article shall preclude the parties from scheduling meetings in such manner and at such times as may be otherwise mutually agreed upon by the parties.
6. Every effort shall be made in the negotiations meetings to work toward agreement.
7. The location at which all regular and special meetings are held shall be determined at the time of the request for a meeting.
8. Employees (not to exceed seven in number) who, upon request of the Association, are excused by the Superintendent or the Board Secretary, where applicable, from their regular assignments for the purpose of attending and/or participating in negotiations meetings with representatives of the Board, shall suffer no loss of pay and benefits.

B. Submission of Proposals for Negotiations

All proposals and counterproposals submitted by either party in the course of negotiations shall be in writing.

C. Conduct of Negotiations

1. Each party shall, upon reasonable request, furnish to the other party any available, pertinent non-confidential reports, statistics and general information concerning the District.
2. Competent professional and lay representatives or consultants may be used in negotiations by either party.
3. During negotiations, the Board and the Association will present relevant non-confidential data, exchange points of view, and make proposals and counterproposals.
4. Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.
5. Nothing herein shall be construed to prevent a school district official from meeting with an employee organization for the purpose of hearing the views and requests of members of such organization so long as the Association is informed of the meeting and provided that any changes or modifications in terms and

conditions of employment are made only through negotiations with the Association.

6. 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.

D. Agreement

1. If a tentative Agreement is rejected by the Association, negotiations shall be reopened.
2. If a tentative Agreement is rejected by the Board, negotiations shall be reopened.
3. Once a written Agreement is adopted by the Association and the Board, it shall constitute a binding, legal and moral commitment on the part of both parties to do everything within their power to secure the implementation of the provisions of the Agreement.
4. Except as this Agreement shall hereinafter provide, all terms and conditions of employment applicable on the effective date of this Agreement shall remain in full force and effect, except that new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the Association before they are established.
5. Employees shall comply with all existing rules which are not in conflict with the terms of this Agreement, provided the rules are uniformly applied. Any claims involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

**ARTICLE III
GRIEVANCE PROCEDURE**

A. Definitions

1. A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or alleged violation of this Agreement, policies or administrative decisions and practices affecting an employee's terms and conditions of employment.
2. Non-tenured employees shall not have recourse to the grievance procedure regarding non-renewal in a tenurable position.
3. For purposes of this Article, the term "employee" shall also mean a group of employees having the same grievance, or the Association. In the case of a clerical aide, health aide, school aide, or substitute teacher, the decision of the Board shall be final.
4. A grievance to be considered must be initiated by the employee within thirty (30) calendar days of its known occurrence, unless during summer recess, in which case it is to be initiated by September 15 or within thirty (30) calendar days of its known occurrence, whichever comes later.

B. Procedure

1. An employee with a grievance shall first discuss it with her/his immediate supervisor either directly or through the Association's designated representative with the objective of resolving the matter informally.
2. If the aggrieved employee is not satisfied with the disposition of her/his grievance after having discussed it with her/his immediate supervisor, or if no decision has been rendered within five (5) school days after presentation of the grievance, s/he may file the grievance in writing with the Association. The Association may submit the grievance to the Superintendent of Schools within five (5) school days. No grievance may be processed under this procedure at this level, or at any higher level, without the written approval of the Association.
3. If the aggrieved employee is not satisfied with the disposition of her/his grievance by the Superintendent or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent s/he may request in writing that the Association submit the grievance to the Board within fifteen (15) school days. The Board or a committee thereof shall review the grievance and shall hold a hearing with the employee and render a decision in writing within fifteen (15) calendar days of receipt of the grievance by the Board or the date of the hearing with the employee, whichever comes later.
4. If the aggrieved employee is not satisfied with the decision of the Board, the Association may appeal the decision to binding arbitration. Notice of a demand for binding arbitration shall be filed with the Public Employment Relations Commission within thirty (30) calendar days of the last appropriate date for a decision to be rendered by the Board with copy of such notice to be sent to the Board.
 - a. The parties will arrange to have arbitration meetings held at times which will not interfere with normal operation of schools.
 - b. The arbitrator shall be without power or authority to make awards contrary to or inconsistent with the terms of the Agreement or of applicable law, rules or regulations having the force and effect of law.
 - c. The award of the arbitrator shall be binding. Only the Board, the aggrieved employee and the Association shall be given copies of the arbitrator's report of findings and award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitration hearings.
 - d. The arbitrator's fee shall be shared equally by the Board and the Association.
 - e. The Board agrees that it will apply to all substantially similar situations the decision of the arbitrator.
 - f. The Association agrees that it will not bring or continue any grievance which is substantially similar to a grievance denied by the arbitrator.
5. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of

work interruptions for the duration of this Agreement. The Association accordingly agrees, for the duration of this Agreement, that it will not, nor will any person acting in its behalf, cause, authorize, or support, nor will any of its members take part in any strike, i.e. the concerted failure to report for duty, or willful absence of any employee of the Woodbridge Township Board of Education from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever. The above language is interpreted to mean that the Association will not sanction any "wild-cat" strikes, and the Association will immediately disavow the strike and notify the strikers to return to work.

C. Miscellaneous

1. Any aggrieved employee may be represented at all levels of the grievance procedure by her/himself or, at her/his option, by a representative selected or approved by the Association, except that this provision shall be limited by Section B.2, Section B.4, and Section C.2 of this Article.
2. When an employee is not represented by the Association, the Association shall be notified of the time, date and place of any meeting with the Superintendent or hearing with the Board at least seventy-two (72) hours prior to the meeting or hearing, have an opportunity to be present and, at its option, present its views or appeal the disposition of the grievance.
3. A notice of meetings with the Superintendent where applicable, or hearings with the Board and a copy of the written decision at each step shall be mailed to the administrators involved and to the Association.
4. 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.
5. When hearings are during school hours, all such employees who are present at the hearing shall be excused for that purpose with pay and benefits.
6. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall an employee be placed in jeopardy or be the subject of reprisal or discrimination for having followed this grievance procedure.

**ARTICLE IV
RIGHTS OF EMPLOYEES**

A. Representation

As provided in N.J.S.A. 34:13A-1 et seq. the Board hereby agrees that all employees shall have the right to join with and support the Association for the purpose of engaging in all matters of representation pertaining to terms and conditions of employment with the Board. The Board recognizes the right of employees to belong or not belong to organizations of their choice.

B. Statutory Savings Clause

Nothing contained in this Agreement shall be construed to deny or restrict to any employee such rights as s/he may have under New Jersey Statutes or Regulations of the Commissioner of Education or applicable laws and regulations.

C. Nondiscrimination

1. The Board agrees not to discriminate against any employee on the basis of race, creed, color, national origin, ancestry, sex, age, disability, sexual orientation, gender identity or expression, marital status, civil union status, domestic partnership status, genetic information, service in the armed forces, nationality, or membership in or association with the activities of the Association.
2. The Association agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, ancestry, sex, age, disability, sexual orientation, gender identity or expression, marital status, civil union status, domestic partnership status, genetic information, service in the armed forces, nationality, or membership in any other organization.

D. Discipline, Other than Discharge

1. Disciplinary action, other than discharge, may be imposed upon any employee for just cause. However, disciplinary action, other than discharge, may be imposed upon any employee as a consequence of the employee's conduct during the first six (6) months of employment in the District without application of the just cause test and without appeal by the employee to the grievance procedure.
2. If the Board has reason to reprimand an employee, it shall be done privately and fairly.
3. Where legally and contractually permissible, disciplinary action, other than discharge, may be processed as a grievance through the procedure identified in this Agreement.

E. Discharge

1. The Board may discharge any employee as a consequence of the employee's conduct during the first six (6) months of employment in the District without application of the just cause test and without appeal by the employee to the grievance procedure. Any such discharge shall require notice to the employee within forty-five (45) days of the employee's six (6) month anniversary date of employment.
2. Any non-certified employee who is promoted or transferred into a new non-certified employment category shall serve a six (6) month probationary period in the new position. The Board may transfer the employee back to his or her position in the prior employment category for reason of unsatisfactory performance during the six (6) month period. Any such transfer shall require notice to the employee within forty-five (45) days of the employee's six (6) month anniversary date of employment in the new position. Notwithstanding the foregoing, the Board retains the right to discharge any non-certified employee

who is promoted or transferred into a new non-certified employment category during the six (6) month probationary period in the new position for just cause. In such a case, paragraph 3, below shall control. Additionally, the Board retains the right to non-renew any non-certified, non-tenured employee or any certified, non-tenured employee in accordance with New Jersey law, subject to paragraph 5, below.

3. The Board shall not discharge any non-certified, non-tenured employee without just cause, except as provided for in paragraph 1, above. If the Board feels there is just cause for discharge of a non-certified, non-tenured employee, the employee involved may be suspended until action is taken on the discharge by the Board. The employee and the Association will be notified in writing at the time of the suspension of the action being taken and that the employee is subject to discharge. The suspension shall be with pay unless the Board is otherwise authorized by law to suspend the employee without pay. In the event that the Board discharges the employee, the Association shall have the right to appeal the discharge, under the terms established in the grievance procedure, starting at the Board level as described in Part One, Article III.B.3. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other terms and conditions of employment, minus any remuneration received outside the District during the period in question.
4. Discharge of a tenured employee by the Board shall be processed in accordance with Title 18A.
5. Any full-time non-certified employee with three or more years of service or part-time non-certified employee with five or more years of service shall not be denied renewal of contract without just cause. In the event that the Board votes to discharge a full-time non-certified employee with less than three years of service or part-time non-certified employee with less than five years of service, said employee's money damages, if any, shall be limited to the remainder of his/her employment contract for the school year in which the discharge occurred.

F. Facilities

The Board shall make reasonable efforts where physically and financially possible to provide facilities for employees to use during unassigned time. Those facilities shall be clean, sufficiently spacious, appropriately furnished and supplied, with well-functioning systems for heating and air conditioning. However, there shall be no recourse to the grievance procedure over this provision of the Agreement.

ARTICLE V
RIGHTS, RESPONSIBILITIES AND DUTIES OF THE ASSOCIATION

A. Information

1. The names and addresses of all newly hired employees shall be made available to the Association by the Office for Personnel Services within seven (7) work days after they are hired.
2. Two copies of the agenda shall be mailed to the Association office within five (5) workdays of the public Board meeting and two copies of the official minutes shall be mailed when prepared.

B. Association Conferences

1. The Board agrees to allow a designated, regular staff member of the Association or an off duty Association Representative to visit the schools on Association matters, providing such representative shall, in no way, interfere with the operation of the school or the function of staff member(s) or the instructional program.
2. Upon arrival, the representative shall notify the school administrator or her/his designee that s/he is visiting the school building.

C. Association Meetings

The Board agrees to provide release time to Association Representatives whose workday extends beyond 3:30 p.m. in order to attend up to ten (10) meetings per year of the Representative Council of the Association and five (5) meetings of the Representative Council of the Middlesex County Education Association. The Association shall provide the Board with a list of Association Representatives and a calendar of such meetings at the beginning of each school year.

D. Use of Schools for Association Meetings

Association Representatives may schedule regular and special meetings in the school buildings at such times as mutually agreed upon by the Association and the Administration. The principal of the building will assign the area to be used and approve the date and time. Permission shall not be arbitrarily withheld.

E. Use of School Facilities

The Board encourages the use of school facilities by the Association for the promotion of staff welfare as long as it does not interfere with the educational program and the rules of the Board for the use of school facilities are enforced.

F. Bulletin Boards and Mail Facilities

1. The rights delineated in this paragraph shall be granted exclusively to the Association.
 - a. The use of one (1) bulletin board in each faculty room. The Administration will make a reasonable effort to provide for a second bulletin board where, in the opinion of the Administration, it may practically do so.
 - b. The use of school mailboxes, where assigned.

- c. The use of inter-school mail service in accordance with established District procedures and to the extent legally permissible.
 - d. Association Representatives shall have the right to distribute Association materials to employees providing that said distribution shall in no way interfere with the operation of the school. The Association agrees that the representatives making such distribution shall do so only on the free time of the employee, i.e. unassigned time or lunch time for teachers and break time or lunch time for other employees.
2. Nothing contained in Section F.1 above and its subparts shall preclude or restrict the Board and Administration in their rights to use the facilities therein described.

G. Orientation

The Association shall be the only employee organization to participate in the presentation of the annual new teacher orientation.

H. Building Meetings

Upon prior request, the Association shall be given a place on the agenda of all faculty meetings called by the building principal.

I. Substitute Teacher List

In September, the Board shall supply the Association with a complete copy of the authorized substitute teacher list. Additions to the list shall be forwarded to the Association within ten (10) workdays of Board approval of these additions.

J. Exclusivity

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees covered by this Agreement and to no other organizations.

**ARTICLE VI
BOARD RIGHTS**

The Association agrees and recognizes that the Board reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the Commissioner of Education, to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge), to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the Woodbridge Township School District except as may be specifically provided by the language of this Agreement.

**ARTICLE VII
ASSIGNMENT AND PROMOTION**

A. Notification

One week prior to the end of the school year, teachers and paraprofessionals shall be notified of their assignment(s) for the ensuing year. In addition, teachers shall be notified of the levels, subjects and special conditions of the classes to which they are assigned for the ensuing year. Where changes in such assignments are required, written notice to that effect shall be given forthwith.

B. Anticipated Vacancies

Lists of anticipated teacher vacancies shall be posted by May 1 of the school year preceding the year in which the vacancies are anticipated.

C. New Employees

Newly hired employees shall receive their assignment(s) from the Assistant Superintendent for Personnel Services.

D. Vacancies

1. The Administration shall post notices of all vacancies in each school, send two (2) copies of such notice to the Association, and advertise such notices on the District website and on Woodbridge Channel 36. Such notices shall be posted for at least ten (10) work days prior to the deadline for filing applications and shall include all pertinent data regarding the position, including the appropriate job description, qualifications, salary range, shift, location and hours. However, in the event that a vacancy occurs during the summer recess, said vacancy shall be posted only in those schools which are open and two (2) copies of the notice shall be sent to the Association.
2. In the case of non-certified employees, if selection for such vacancy is not of the most senior applicant, a liaison conference including the applicant, an Association Representative and the Superintendent and/or his/her designee, or the Board Secretary and/or his/her designee, where applicable, may be arranged to discuss the matter.

E. Transfers

1. Non-certified employees desiring to be transferred to another school or assignment may apply for a transfer at any time during the work year. Teacher requests for transfer shall be made by May 15 of the school year immediately preceding the year for which the transfer is requested.
2. An employee desiring a transfer, with the exception of a school aide, may indicate up to four assignments/schools in the order of preference on a transfer application form to be provided by the Office for Personnel Services. Provisions shall be made to indicate receipt of the form by the Office for Personnel Services.
3. Application for transfer does not in any way constitute administrative approval of or consent to a transfer.

4. Any employee being transferred shall be notified of such anticipated transfer at least ten (10) days prior to the Board rendering a final decision regarding the transfer. In those situations requiring immediate transfer, the ten (10) day notice shall be waived.

F. Promotions

1. Promotional vacancies shall mean an opening in any position which would result in a higher rate of pay for the employee applicant.
2. When promotional vacancies occur during the summer months, notices of such vacancies shall be sent to the Association, posted in the schools, publicized in the Sunday edition of the Star Ledger and advertised on the District website and on Woodbridge Channel 36.
3. All applications for promotion shall be acknowledged. It is incumbent upon the applicant to have all credentials on file or submitted prior to the deadline for filing applications. In the event that an applicant does not possess appropriate credentials, s/he shall be so notified before any interviews are scheduled.
4. The Board will make an effort to interview in-district candidates for promotion who have the necessary qualifications and certification.
5. After the selected candidate has been appointed by the Board, a letter confirming the appointment shall be sent to all applicants. Unsuccessful candidates may arrange an appointment(s) with the Assistant Superintendent for Personnel Services to discuss the matter.

G. Emergency Teacher Transfers

When a teacher is notified of an involuntary transfer on or after August 31, s/he shall be given no assignments on the workday prior to the effective date of the transfer, for the purpose of classroom setup.

**ARTICLE VIII
EMPLOYEE FILES**

A. Official Personnel Files

Official employee files shall be maintained in accordance with the following procedures:

1. No derogatory material related to an employee's conduct, service, character or personality shall be placed in the file unless it is signed by the person submitting the information and the employee has had an opportunity to review the material. Any such material shall be removed from the file no later than ten (10) years following the date on which it is placed in the file, except for formal observation reports or evaluations which shall not be removed from the file, and provided that no other derogatory material has been placed in the file within that time. However, the request for removal must be initiated by the employee. In addition, no material required for an active grievance or disciplinary action will be removed until completion of those proceedings is effected.

2. The employee shall be given the opportunity to acknowledge that s/he has read such material by affixing her/his signature on the actual copy to be filed with the understanding that such signature merely signifies that s/he has read the material to be filed and does not necessarily indicate agreement with its contents.
3. An employee's refusal to sign will be noted by an administrator and a witness.
4. The employee shall have the right to submit a written answer to any material filed, including but not limited to observation reports, evaluations, and annual performance reviews, and her/his answer shall be attached to the file copy. The response of the employee shall be submitted within ten (10) school days of notification that the material has been filed.
5. Employees will have the right, upon request, to review the contents of their personnel files and to make copies of any documents in it at their expense. An employee will be entitled to have an Association Representative accompany her/him during such review. An administrator or designee shall be present during such review.
6. Reasonable arrangements for the purpose of examining personnel files shall be made mutually by the Administration and the Association so that the Administration will not be overwhelmed by a deluge of employees seeking simultaneously to examine their files.
7. The employee shall indicate in a writing to be placed in her/his file that s/he has examined same.
8. Only those persons who have an official right and reason for doing so may inspect an employee's file.
9. Administrators shall place in employees' files information of a positive nature indicating competencies and achievements. Any such material received from concerned, responsible outside sources shall also be included in the employee's file.
10. The employee shall have the right to add to her/his file any additional information and material. The administrator shall be given the opportunity to acknowledge that s/he has read such materials by affixing her/his signature on the actual copy to be filed with the understanding that such signature merely signifies that s/he has read the material to be filed and does not necessarily indicate agreement with its contents.

B. Other Materials

In the event that the Board or Administration wishes to use materials such as written memos or notes which are not a part of the official personnel file in making decisions concerning the promotion of an employee, the employee shall, upon request, be shown these materials and have one week in which to make verbal and/or written comments about them. Letters in response to requests for references shall not be covered by this section.

ARTICLE IX SICK LEAVE

A. Sequence of Use

1. All ten-month employees and twelve-month employees in Part Four will receive, without loss of pay, twelve (12) days leave per year for personal illness. Twelve-month employees in Part Three shall receive fourteen (14) days leave per year for personal illness. Unused sick days are accumulative.
2. Twenty (20) days leave per year without loss of pay for personal illness which are non-accumulative shall only be available to members whose absence is caused by one of the following:
 - a. Childbirth
 - b. Hospitalization or other confinement to a medical facility.
 - c. A serious injury or illness, which is supported by medical verification.Requests which meet the criteria in subsections "a." and "b.", as identified above, shall not be denied as long as the childbirth or hospitalization occurs during the same continuous period of absence for which the request is made. Decisions of the Assistant Superintendent for Personnel Services on requests pursuant to subsection "c.", as identified above, shall be made based upon consistent and fair criteria and shall not be subject to appeal.
3. Use of sick days shall be applied as follows:

If an employee has been continuously employed in the school system for five (5) years and had accumulated fifty (50) days leave without pay deduction for personal illness, and now such employee becomes ill for one hundred (100) days, the employee's sick leave days shall be used in the following manner and sequence:

 - a. The twelve (12) accumulative sick leave days allowed for the current school year shall be used;
 - b. The fifty (50) sick leave days which had been previously accumulated shall be used; and
 - c. The twenty (20) non-accumulative sick leave days, if allowed for the current school year, shall be used at which point the employee is no longer entitled to sick leave days without pay deduction. When the employee has used all of his/her sick days, the employee may then request the Board to pay such employee each day's salary less the pay of a substitute in accordance with the provisions of N.J.S.A. 18A:30-6. The decision as to whether such request will be granted and the extent of any such grant shall be at the sole discretion of the Board.

B. Accumulative

The total number of sick leave days without loss of pay for personal illness which may be accumulated by an employee while continuously employed in the Woodbridge Township School District is unlimited, except that not more than fifteen (15) sick leave days may be accumulated in any one year. For example, if a continuously employed employee is absent from employment due to personal illness for three (3) days in a given year and uses one (1) personal day, eleven (11) days

sick leave only will be added for that year to such employee's accumulated sick leave days.

C. Less than Full-Time Employment

Employees who are continuously employed, but whose employment is for fewer hours daily or for fewer days per week than would be required for full-time employment, shall be entitled to prorated leave of absence benefits as described in Part One, Article IX (Sick Leave), Article X (Temporary Leaves of Absence), and Article XI (Extended Leaves of Absence). Cafeteria workers hired subsequent to July 1, 2009 and all clerical aides, health aides, and school aides shall only be entitled to leave of absence benefits as described in Article IX (Sick Leave), paragraphs A, B, C, F, G, H, and I, and Article X (Temporary Leaves of Absence), paragraph B. School aides shall also be entitled to leave of absence benefits as described in Article IX (Sick Leave), paragraphs D and E.

D. Rate of Supplemental Compensation

1. Each certified employee who retires under a state administered retirement system with at least twenty (20) years of pension credit and each non-certified employee who retires under a state administered retirement system with at least ten (10) years of pension credit shall be entitled upon retirement to supplemental compensation for accumulated sick leave days credited to such employee as of the last day of employment.
2. Supplemental compensation shall be calculated as follows:
 - a. A retiring employee with fewer than fifty (50) accumulated sick days at the time of retirement shall receive supplemental compensation equal to eighty-five dollars (\$85) per accumulated sick day.
 - b. A retiring employee with at least fifty (50) but fewer than one hundred (100) accumulated sick days at the time of retirement shall receive supplemental compensation equal to one hundred ten dollars (\$110) per accumulated sick day.
 - c. A retiring employee with at least one hundred (100) but fewer than one hundred fifty (150) accumulated sick days at the time of retirement shall receive supplemental compensation equal to one hundred thirty five dollars (\$135) per accumulated sick day.
 - d. A retiring employee with one hundred fifty (150) or more accumulated sick days at the time of retirement shall receive supplemental compensation equal to one hundred sixty dollars (\$160) per accumulated sick day.
 - e. In no case shall the daily rate of payment for supplemental compensation exceed the retiring employees daily rate of pay at the time of retirement. For example, a retiring employee whose daily rate of pay at the time of retirement is \$85 and who has 160 accumulated sick days shall receive supplemental compensation in the amount of \$13,600, not \$25,600.
 - f. The total amount of supplemental compensation for an employee working for the Board as of June 30, 2003 shall be subject to a cap of thirty thousand dollars (\$30,000). Employees who commence working for the

Board after June 30, 2003 shall be subject to a cap of fifteen thousand dollars (\$15,000).

- g. Examples: an employee hired in 1977 who retires with 220 sick days shall receive supplemental compensation in the amount of \$30,000.

E. Payment of Supplemental Compensation

1. Supplemental compensation shall be payable in three (3) equal annual payments. In the event that notice of retirement is given on or before December 1 of a given school year, the payments shall be made by August 1 in each of the following school years. In the event that notice of retirement is given after December 1 of a given school year, the payments shall be made by August 1 of the second, third, and fourth school years following the school year of retirement. For example, if notice is given on December 1, 2006, payments shall be made by August 1, 2007, August 1, 2008, and August 1, 2009. If notice is given on January 1, 2007, payments shall be made by August 1, 2008, August 1, 2009, and August 1, 2010.
2. In the event of the death of an employee who meets the requirements for compensation provided by this Article, the estate of the deceased employee shall be entitled to the above benefits.
3. Any employee who is eligible for a disability retirement from either the Teachers' Pension and Annuity Fund or the Public Employees Retirement System and elects to retire prior to the exhaustion of accumulated sick leave shall receive compensation at the applicable rate in accordance with Section D of this Article for all accumulated sick leave based on his/her salary at the time of retirement in a lump sum immediately upon retirement.
4. At the option of the retiring employee, the cash value of supplemental compensation that is due and owing to him/her at the time of retirement may be converted into a credit for the purchase of health benefits during retirement.

F. Physician's Certificate

A physician's certificate must be filed with the Office of Personnel following an absence of five or more successive school days because of personal illness. The Board may, if it has cause to believe there has been an abuse of the sick leave policy, or in the opinion of the administration and consistent with the employee's rights under the law, that the employee is unable to perform his/her duties, require an examination by an independent physician. Such examination shall be at Board expense.

G. Absence Due to Illness

1. No reduction in pay shall be made for any accumulated sick days to which an employee is entitled, except as may be delineated elsewhere in this Agreement.
2. All employees shall notify the District of their use of sick leave as follows:
 - a. All certified employees shall notify the District of their use of sick leave through the AESOP system, according to the times designated for their assignments.
 - b. All non-certified employees, other than custodians, transportation employees, and school aides, shall notify the District of their use of sick

- leave by means of a tape machine until one (1) hour before their starting time.
- c. School aides shall notify their assigned school of their use of sick leave at least one (1) hour before school begins.
 - d. Custodians shall report their absences by means of a tape machine at School #2 & 16, no later than two (2) hours prior to the start of their shift.
 - e. Bus drivers, bus attendants and all other transportation personnel shall report their absences by means of a tape machine at the Transportation Base no later than 6:00 a.m. or one (1) hour before the start of their shift, whichever is earlier, on the day on which they will be absent from work.
 - f. Technical employees shall report their absences to the Webpage Technology and Video Production Coordinator by voicemail or e-mail.

H. Workers Compensation

1. An employee absent from school as a result of personal injury caused by an assault arising out of and in the course of her/his employment and compensable under New Jersey Workers' Compensation laws shall be paid her/his full salary for the period of such absence up to one (1) calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Workers' Compensation award for temporary disability due to the said assault or injury for the period for which such salary is paid. The Board shall have the right to have the employee examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing her/his duties; and, in the event that there is no adjudication in the appropriate Workers' Compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.
2. When absence arises out of or from such assault or injury, the employee shall not forfeit any sick leave or personal leave to the extent permissible by law.

I. Accounting of Accumulated Leave

The Board will make available to each employee an annual accounting of accumulated sick leave by September 30th, if at all possible, but no later than October 31.

J. Transfer of Sick Leave

Any newly hired teacher who has an unused accumulation of sick leave days from another school district in New Jersey or from previous employment in the district shall be granted up to ten (10) days of sick leave credit, provided that proof for such accumulated sick leave is furnished to the Board within two (2) months of the date of employment. The sick leave credit shall not count toward determining supplemental compensation under this article.

K. Bonus for Perfect Attendance

Employees working for the Board as of June 30, 2003 and who achieve perfect attendance in any school year shall be compensated at \$400 for 10 month employees and \$450 for 12 month employees. "Perfect attendance" shall be defined as no use of sick or personal days. Employees who commence working for the Board after June 30, 2003 shall not be entitled to this benefit.

**ARTICLE X
TEMPORARY LEAVES OF ABSENCE**

A. Personal Days

1. Employees, with the exception of cafeteria workers hired subsequent to July 1, 2009 and all clerical aides, part-time health aides, and school aides, shall be entitled to three (3) personal days of absence without loss of pay during any one (1) school year for personal reasons under the following conditions:
 - a. No personal days shall be allowed, unless for religious holidays, when such days are taken during the first three (3) or last three (3) days of the school year, or the first day immediately preceding, or the first day immediately following, a school recess or vacation, except that the Superintendent may, in his/her discretion, allow a change in this provision. The decision of the Superintendent shall be final, however, and shall not be subject to a grievance.
 - b. Any employee desiring a personal day is to advise the principal of the building to which s/he is assigned at least two (2) school days in advance of the time that s/he will be absent.
 - c. In case of emergency, the two day notification requirement for a personal day is waived.
2. Employees requesting a personal day shall do so on a form designated for this purpose (See Appendix A). Copies of the request for a personal day shall be forwarded to the Assistant Superintendent for Personnel Services and records of such requests shall be kept in each employee's central personnel file.
3. Employees may, on occasion, because of unanticipated events or emergencies, require the use of personal days beyond their three allocated personal days. In such cases, the employees involved may apply for additional unpaid personal days through the Assistant Superintendent for Personnel Services.
4. Unused personal days shall be converted into accumulative sick days annually.

B. Death in Family

1. Up to five (5) work days absence with pay shall be allowed for death in the immediate family. Immediate family shall mean: husband, wife, partner in a civil union, children, mother, father, sister, brother, the father or mother of an employee's spouse or partner in a civil union, grandparent, grandchild, or any other relative residing in the same household.

2. Up to two (2) work days absence with pay shall be allowed for death of aunt, uncle, niece, nephew, cousin, son-in-law, daughter-in-law, brother-in-law, sister-in-law of an employee, or the son, daughter, brother or sister of an employee's partner in a civil union or the spouse of any such son, daughter, brother or sister, except for attendance at out-of-state services, in which case it shall be for three (3) days.
3. One workday absence with pay shall be allowed for the death of the grandparent, aunt or uncle of an employee's spouse or partner in a civil union.
4. Bereavement leave of absence shall be taken commensurate to the time of death of the relative and it must begin prior to or on the day of interment of the relative, unless interment occurs during a school recess. Bereavement leave of absence must be taken on consecutive workdays, except when it is taken on non-consecutive workdays between death and interment of the relative. A bereavement leave of absence which is begun prior to a school recess shall not continue after the school recess. For this purpose, a school recess shall be defined as a period of at least one week during which school is in recess. There is no allowance for bereavement leave if the employee is already out on unpaid leave.

C. Legal

Absence without loss of pay will be allowed to comply with a subpoena or summons.

D. Absence Without Leave

In cases of absence of any employee from duty without leave as provided above, such employee shall receive no pay during such absence. The deduction of such absence shall be calculated at one two-hundredths of the annual salary for ten-month employees and one two-hundred fortieth of the annual salary for twelve-month employees for each work day of such absence. It is recognized that this clause shall not be construed to be a limitation upon any other action which the Board/Administration may choose to take.

E. Association Days

A total of thirty-five (35) days per contract year without loss of pay shall be granted to the Association for use by any of its authorized representatives to attend conventions, institutes, educational conferences, hearings or meetings. Each year, the Association shall provide to the Assistant Superintendent for Personnel Services or the Board Secretary, where applicable, a calendar of pre-scheduled events for which the use of Association days might be required and a list of representatives who might require use of Association days. Nothing herein will preclude the Association from seeking permission to use Association days for events which are not included in the calendar provided. No representative shall be permitted to use more than five (5) Association days. Use of Association days shall be subject to the approval of the Association President and the Assistant Superintendent for Personnel Services.

F. Summer School

1. Teachers intending to enroll in prior-approved summer school courses as defined below shall request permission of the Superintendent or his/her designee twenty (20) days before such enrollment. If such permission is granted, which permission shall be at the discretion of the Superintendent, it shall be understood that the teacher shall be excused for not more than five (5) days during the last scheduled week of the school year to attend all sessions of the summer school.
2. For purposes of this section, a summer school course shall be defined as a District-approved course of instruction in an approved institution of higher education which begins before the end of the District's school year and generates one or more course credits.
3. Teachers who have obtained prior approval for enrollment in summer school courses as defined above in Section F.1 and have obtained approval to be excused for no more than five (5) days during the last scheduled week of the school year, will be paid the difference between their regular pay and what is paid the substitute for each day of their absence.

G. Other Leaves

The Board may grant a leave of absence to any tenured employee.

**ARTICLE XI
EXTENDED LEAVES OF ABSENCE**

A. President of the Association

The Board agrees to grant an unpaid leave of absence to the President of the Association or her/his designee for the purpose of performing duties for the Association. During this leave of absence, the President of the Association shall receive full salary guide credit and shall continue to accrue service in Woodbridge. The Board shall provide full family health benefits coverage to the President of the Association.

B. Anticipated Disability/Sick Leave of Absence

1. Any employee who will require an extended leave of absence due to an anticipated disability, such as pending surgery or other medical procedures, shall report that status to the Board as soon as said employee becomes aware of same. If the extended leave of absence is due to childbirth, the employee who becomes pregnant shall notify the Board at least 90 days prior to the anticipated date of delivery. At the time of notification, the employee shall submit a physician's certificate attesting to the pending disability.
2. Requests for disability/sick leave relating to anticipated disability shall include dates of onset and return from such leave.
3. An employee may request an unpaid leave of absence to prepare for an anticipated disabling event, which request must be submitted as soon as

possible. Such unpaid leaves are subject to the provisions on unpaid personal leave as set forth below:

- a. In the case of pregnancy, the employee, if she so desires, will be granted an unpaid leave to prepare for the birth of her child.
 - b. Employees whose expected date of onset of disability occurs during periods which would be disruptive to the continuity of the educational process, and who do not take unpaid personal leave prior to the disability, shall be subject to being transferred to alternative duty without loss of pay or benefits while so assigned until such time as the disability occurs.
4. The employee who anticipates a specific disabling event and who does not request unpaid leave of absence prior to the anticipated disabling event shall become entitled to applicable sick leave benefits. The Board may require certification of such disability.
 5. Requests by employees for extension of sick leave benefits shall be governed by law under N.J.S.A.18A:30-6.
 6. If the anticipated disabling event is childbirth, the Board shall presume that the pregnant employee becomes disabled for work four (4) weeks before the anticipated date of childbirth at which time the pregnant employee shall become eligible for sick leave benefits if she does not present a certificate attesting to her ability to work during said four week period of time. This option is granted only to employees actively employed and not to those employees on unpaid personal leave. If, as a result of the pregnancy, the employee becomes disabled prior to this four week period, said employee may use any sick leave benefits to which she is entitled providing that the employee's physician provides the Board with a certificate attesting to her inability to continue working, and the Board reserves the right to verify the employee's inability to continue working.
 7. The Board may require that an employee anticipating a disabling event may be placed on sick leave if the employee's physical condition leads to unsatisfactory performance of assigned duties, and/or the continued performance of those duties impairs the employee's health. Such incapacity must be established by the following:
 - a. The Board's physician and the employee's physician agree that the employee cannot continue working.
 - b. If there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith on a third impartial physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of physical capacity to continue working.
 8. If the employee's disability is caused by childbirth and such employee is receiving disability/sick leave benefits, the employee is presumed to be disabled for a recuperative period of six weeks following natural childbirth or eight weeks following caesarian childbirth, during which time such employee shall continue to receive sick leave pay to which she is entitled under the sick leave policy. This applies only to those employed prior to childbirth and not to those employees who have been out on unpaid personal leave.

- a. If as a result of pregnancy an employee continues to be hospitalized or confined to her bed by her physician after the aforementioned recuperative period, said employee may use any sick leave benefits to which she is entitled providing that (1) the employee's physician provides the Board with a certificate attesting to her hospitalization or confinement, and (2) the Board reserves the right to verify the employee's hospitalization or confinement.
 - b. If the employee whose disability is caused by childbirth wishes to return to her duties prior to the expiration of the recuperative period, she must present medical certification of fitness to the Board. The Board reserves the right to verify her medical certification.
 - c. If the Board's physician and the employee's physician disagree as to the employee's fitness, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee, and whose medical opinion shall be conclusive and binding on the issue of the employee's fitness to return to her duties prior to the expiration of the recuperative period.
9. Upon termination of disability an employee is no longer entitled to receive sick leave benefits for that particular disability. Unpaid personal leave for the purposes of recovery following disability may be requested and shall be subject to the provisions on unpaid personal leave, as set forth therein under Section C below.
- a. Requests by tenured employees for personal leave prior to childbirth, following childbirth and/or adoption shall be granted for the duration of the school year in which these events occur, plus one (1) or two (2) additional school years, if requested by the employee.
 - b. Employees returning from disability/sick leaves of absence shall be governed by Sections E.1 and E.2 of this Article.
10. In no event shall the Board be obligated to extend a non-tenured employee's unpaid leave of absence beyond the contract year for which the employee is employed.
11. If an employee on personal leave shall become pregnant before the expiration of her leave of absence, she shall be able to apply for a personal leave of absence for pregnancy. The same rules which apply to personal leaves for pregnancy shall apply to the new request for leave of absence for pregnancy.
12. If any employee who has been granted a leave of absence for pregnancy loses her baby by reason of miscarriage, stillbirth, or death of the infant before the expiration of her leave of absence, the employee shall be restored by the Board on her request, as soon as possible, to a position as nearly the same as the position she held when her leave was granted.

C. Unpaid Personal Leave

1. The Board recognizes that certain personal situations occasionally occur where an employee seeks absence from work without pay. Where this is not inconsistent with the best interests of the educational process and continuity of

instruction, the Board may grant individuals unpaid personal leave. Such leave will be granted within the following guidelines:

- a. Employees may apply for unpaid personal leave for such purposes as preparation for, or recovery from, an employee's physical disability, unique family situations, or the achievement of personal growth goals.
 - b. Mere convenience or pleasure of the employee shall not be considered as valid reasons.
2. Requests for personal leave shall be addressed in writing to the employee's immediate supervisor.
 3. The request shall be submitted a minimum of 60 days prior to the onset of the requested leave. In cases of emergency, as determined by the Board, such requests may be submitted less than 60 days prior to the onset of the requested leave. Requests for personal leave that grow from emergency situations shall be addressed directly to the Assistant Superintendent for Personnel Services.
 4. The request shall include the reason for the petition and supportive data in accordance with administrative procedure, as well as the time period for which it is being requested.
 5. The Board reserves the right to grant personal leave so that the period of leave will coincide with the established schedule for affected educational activities and other educational concerns.
 6. Requests for extension of personal leave received from employees already on leave, will be treated as new requests for new leaves and judged in accordance with this policy. Such requests shall be addressed directly to the Assistant Superintendent for Personnel Services.

D. Military Leave

1. Military leave shall be granted to employees in accordance with the applicable laws of the State of New Jersey pertaining to the employees of school districts. If any portion of a military leave of absence for state or federal active duty or active duty for training is not paid leave pursuant to federal and/or state law, an employee on such leave shall be compensated at the rate of salary minus substitute pay. Employees returning from active military service shall be reemployed after termination of such leave of absence if such employee has been honorably discharged from service. Employees returning from military leave must notify the Office for Personnel Services sixty (60) days prior to discharge. For the purpose of determining the appropriate step on the salary schedule upon which such an individual is to be placed, service prior to the leave of absence and subsequent to her/his return to employment shall be considered as continuous service in Woodbridge as though the same had not been interrupted by military leave provided, however, that a maximum of four (4) years' credit for military service for the purpose of determining the appropriate step on the salary schedule shall be granted to any employee.
2. An employee's eligibility for benefits, including unused accumulated sick leave and credits toward sabbatical eligibility, shall not be affected by a military leave of absence as provided for in this Article. For this purpose, the employee's service prior to leave of absence and subsequent to her/his return to employment

shall be continuous service in Woodbridge as though the same had not been interrupted by military leave.

E. Family Leave of Absence

Where an employee's leave of absence qualifies as leave under both the Federal Family and Medical Leave Act and the New Jersey Family Leave Act, the leave of absence used will count against the employee's entitlement under both laws.

F. Other Provisions Pertaining to Leaves

1. Notices shall be sent to employees returning from leave on the first day of school in September at least sixty (60) days prior to the opening of school indicating the school's name and number. Where such notice is not possible or change becomes necessary, the employee shall be notified as soon as administratively possible.
2. An employee returning from a leave of absence shall receive the same salary increment as those employees within the system who have the same number of years of service credit in the District.

G. Other Leaves

The Board may grant a leave of absence to any tenured employee covered under the provisions of N.J.S.A. 18A:30-6 to 18A:30-7.

**ARTICLE XII
PROTECTION OF EMPLOYEES AND PROPERTY**

A. Assault

Employees shall immediately report to their immediate supervisor in writing any and all allegations of assault suffered by them in connection with their employment. Such report shall be forwarded through the administration to the Board, which shall comply with any reasonable request from the employee for information in its possession, not privileged under law, which materially relates to the incident(s) or person(s) involved. (See Appendices B&C for informational purposes)

B. Disruptive Pupils

Employees shall inform the administration of any situation, condition or occurrence, including the behavior of disruptive pupils, which may require administrative action.

C. Indemnification

1. Employees shall be indemnified against civil actions brought against them in the course of their employment to the fullest extent provided by N.J.S.A. 18A:16-6 as may be amended. (See Appendix C for informational purposes)
2. Employees shall be indemnified against criminal actions brought against them in the course of their employment to the extent provided by N.J.S.A. 18A:16-6.1, as may be amended. (See Appendix D for informational purposes)

D. Personal Property

Where there is clear evidence that an employee's personal property has been vandalized during the workday, including extra-curricular assignments, the Board may reimburse the employee for such loss to the extent that it is not covered by the employee's personal insurance policies. There shall be no further recourse to the grievance procedure for any such claim which is denied by the Board.

**ARTICLE XIII
INSURANCE PROTECTION**

A. Medical Insurance

1. Except as otherwise provided for in this Article, the Board shall pay for the Traditional Plan of Hospitalization, Medical Surgical and Major Medical Insurance for employees and their dependents, including laboratory and X-Ray exam benefits (unlimited X-Ray benefits) with employee contribution to the cost of coverage by payroll deduction in the amount of \$200 annually for single coverage or \$400 annually for any other type of coverage. Coverage includes the full cost of all hospital extras including anesthesiology. There shall be no lifetime limit on Major Medical coverage under the Traditional Plan.
2. Except as to any employee who waives insurance coverage under Section J of this Article, new hires shall receive employee only coverage in the Cigna PPO plan, as well as the dental, prescription and optical plans, with employee contribution to the cost of coverage by payroll deduction in the amount of \$200 annually. After completing three (3) years of employment in the district, they shall receive employee and dependent coverage in the Traditional Plan, as well as the dental, prescription and optical plans in accordance with Section A of this Article. Employees who are entitled to employee only coverage shall be entitled to pay the premiums in order to receive dependent health benefits coverage or coverage in the Traditional Plan. This voluntary payment of premiums shall be in addition to the requisite \$200 annual contribution for single coverage.
3. Employees who choose to enroll in the Cigna PPO plan shall contribute by payroll deduction \$200 annually for single coverage or \$400 annually for any other type of coverage to the cost of the PPO plan. The co-payment for each office visit under the PPO plan shall be \$15.00.
4. Except as to any employee who waives insurance coverage under Section J of this Article, cafeteria workers hired prior to July 1, 2009 shall receive employee only coverage in the Traditional Plan, as well as the dental, prescription and optical plans, with employee contribution to the cost of coverage by payroll deduction in the amount of \$200 annually. Cafeteria workers hired prior to July 1, 2009 who elect to receive dependent coverage shall contribute half of the total monthly costs of such coverage with the Board paying the remainder of such costs.
5. An IRS Section 125 plan shall be maintained by the Board to permit payment of premiums and contributions to flexible spending accounts on a pre-tax basis.

6. The surgical schedule shall be the same as the surgical schedule of the School Employees' Health Benefits Program.
7. The Major Medical annual deductible shall be \$200 per individual and \$400 per family. To satisfy the family deductible, one individual deductible must be met. The balance of the family deductible can be met by any or all of the remaining family members. The Major Medical annual out-of-pocket maximum (excluding deductible) is \$800 per individual and \$1600 per family. To satisfy the family out-of-pocket maximum, two individual out-of-pocket maximums must be met. Once the annual out-of-pocket maximum is reached, eligible expenses will be reimbursed at 100% of reasonable and customary.
8. The procedure for pre-certification of in-patient hospitalization shall continue in effect.
9. The traditional indemnity health benefits plan shall remain the basic plan provided by the Board. All employees who receive health benefits shall have the option of electing coverage under the PPO plan offered by Cigna. In the event that 51% of the eligible employees with three or more years of service enroll in the PPO plan, the PPO plan shall become the basic plan and the Traditional Plan shall become the employee option, with the difference in cost the responsibility of the employee.
10. Coverage for mental health care shall be in accordance with the New Jersey Mental Health Parity Act and the Federal Mental Health Parity Act.
11. Employees shall have the option of joining any alternative medical plan offered by the Board. If an employee chooses a plan other than the base plan offered as outlined in paragraph A.1 above, the Board contribution shall be for no more than the eligible cost of the base plan.
12. The Board will pay the full cost of all insurance benefits as described in Sections A, B, C and D of this Article for any employee who retires under a state administered retirement system after twenty-five (25) years of service in Woodbridge, Board payment of said insurance benefits shall be made only from the age of 55 until the age of 65 of the retiree, at which time s/he will have the right to maintain the same insurance coverage at her/his expense. Anyone who is retired with less than twenty-five (25) years of service and more than twenty (20) years of service and receiving this benefit pursuant to this Article shall continue to receive this benefit.
13. Retirees, including deferred retirees, may continue to participate in the group health insurance plan in the event that their age at retirement is at least fifty (50) years and their length of service to the district is at least ten (10) years. Participation shall be upon payment of premiums by the retiree, except as set forth in section A.12 above.
14. In the event a covered employee or covered retiree shall die, the Board shall continue to provide coverage for the surviving spouse. In the event, however, the surviving spouse shall remarry, no additional coverage shall be purchasable by the spouse. For example, if, upon the death of an employee or retiree the surviving spouse continues to be covered under a family coverage plan, that spouse may not purchase additional family coverage under any circumstances.

15. All coverages provided shall continue in force and effect, except to the extent that they are amended by the contract language set forth in this Article. This shall not, however, restrict modifications to contract benefits which are mandated by state or federal law. Any compliance with the requirements of state or federal law shall be implemented immediately without the necessity of negotiations between the parties.

B. Dental Plan

1. The Board will provide usual, customary and reasonable dental fees as per classification for the individual employee and dependents.
2. There shall be a one hundred dollars (\$100.00) individual, two hundred dollars (\$200.00) family annual deductible on coverage of all basic and major restorative dental procedures. There shall be a maximum annual limit on dental coverage of one thousand five hundred dollars (\$1500.00) per person. There shall be a maximum lifetime orthodontic benefit of one thousand dollars (\$1000).
3. Dental coverage provided by non-network providers shall be limited to the usual and customary charges, calculated by the carrier's prevailing 90th percentile.

C. Prescription Plan

1. The Board will provide a prescription plan for all employees and their dependents, as limited by Section A, above.
2. The co-payment for over the counter brand name prescription drugs shall be fifteen dollars (\$15.00) and the co-payment for over the counter generic prescription drugs shall be eight dollars (\$8.00). The co-payment for mail order brand name prescription drugs shall be twenty-one dollars (\$21.00), and the co-payment for mail order generic prescription drugs shall be eleven dollars (\$11.00). There shall be no major medical coverage for these co-payments. Retail prescriptions shall be limited to a 30 day supply; mail order maintenance prescription drugs will be limited to a 90 day supply.

D. Optical Plan

The Board will provide employees with a program of vision care with the Board paying 100% of the insurance premium. A family plan will be made available at the option of the employee with the Board paying 100% of the cost of the premium for all active employees as limited by Section A, above. The plan shall provide an exam and lenses every calendar year. Frames are an eligible expense every other calendar year. Contact lenses are covered at the same frequency as lenses.

E. Employee Assistance Plan

The Board will provide an Employee Assistance Plan for all employees.

F. Information

The Board and the Association agree that they will jointly prevail upon the insurance carrier to provide complete brochures for all employees listing all insurance benefits provided under the terms of this Agreement.

G. Processing

Personal information regarding a physician's diagnosis, the nature of an employee's illness, etc., shall not be processed by Board employees, but shall be processed exclusively by the personnel of the insurance carrier. It shall be the employee's responsibility to obtain the verification of employment from the Board Secretary's office. All further processing of all claims and follow-up thereof will be the responsibility of the employee unless informational aid is requested.

H. Auto Insurance

The Board shall cover all damages, losses, and expenses incurred by an employee arising out of the authorized use of his/her automobile in the performance of school duties by the Non-Ownership portion of the Board's Fleet Auto Policy to the extent of \$500,000/\$1,000,000 as secondary insurance.

I. Income Protection Insurance

The Board will provide payroll deduction for the Prudential Income Protection Insurance for all employees.

J. Insurance Waiver Option

Employees shall be offered the option of waiving all health insurance benefits as set forth in the Agreement. Any employee who executes an appropriate waiver provided by the Board will, for the school year to which the waiver applies, receive a lump sum check on the July 1 following conclusion of that school year in the amount of five thousand dollars (\$5,000) for the family plan or two thousand five hundred dollars (\$2,500) for the single plan. Once an employee makes an election to waive insurance coverage, s/he may not return at any time during that year. Employees hired during the year who elect not to take coverage shall have the above payments prorated. The Board shall insure that appropriate documents are in place to comply with IRS Section 125.

**ARTICLE XIV
SALARY PAYMENT PROCEDURES**

A. Payroll Deduction of Association Dues

1. Dues for the Association shall be deducted from the pay of all employees signing authorization cards according to the State Department of Education rules.
2. The monies withheld shall be forwarded to the Association's Treasurer within two (2) workdays following the end of each pay period.
3. Any employee on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter; any new employee who does not join within ninety (90) days of initial employment within the bargaining unit, and any employee previously employed within the bargaining unit who does not join within ten (10) days of reentry into employment within the bargaining unit

shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction effective as of the date dues for membership would have been owed and payable had the employee joined the Association. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Association membership dues, fees and assessments as certified to the Board by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees, provided that no modification is made in this provision by a successor Agreement between the Association and the Board. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

4. The Association shall indemnify and hold the Board harmless from and against any and all claims, demands, suits, liability and expenses, including reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.
5. The Association shall provide to the Board and to all non-Association members evidence of the existence of a "Demand and Return" system that is designed in compliance with the requirements of New Jersey and federal law before any deductions are made pursuant to the terms hereof.

B. Credit Union

Arrangements shall be made to allow employees who so desire to have automatic payroll deductions of savings for a credit union. The Association will submit authorization cards for new employees, or for any employee who wishes to change deductions, to the payroll department or Board Secretary by September 30th.

C. Limitations

No monies shall be withheld from any employee's salary for any reason not specifically delineated elsewhere in this Agreement or in the state and/or federal statutes or order of court of competent jurisdiction.

D. Tax Sheltered Annuities

The Board will continue to make available the opportunity to have payroll deductions for a voluntary program of tax sheltered annuities for employees. The procedure for disbursement of monies so deducted to participating investment companies shall be established by agreement among the Association, the Board and other parties as deemed necessary. Arrangement will be made for a limited increase in the number of participating investment companies.

E. Substitute Teachers

1. Substitute teachers shall be paid twice per month with the provision that their first pay shall be the last pay period in September and the last pay shall be on the first of July or as soon as administratively possible, but in no case later than July 15.
2. In the event that any substitute does not work in a given month(s), the collection of dues for that month(s) shall be the sole, exclusive and direct responsibility of the Association. Dues will be collected by the Board under this checkoff provision only for months in which substitute teachers work.

F. Compensation Other Than Salary

1. All compensation other than regular salary shall be paid in the pay period following the pay period in which the compensation is earned or vouchered, whichever is later, unless otherwise provided for by this Agreement.
2. All compensation other than regular salary which exceeds one hundred dollars (\$100) in a given pay period shall be paid in a separate check.

**ARTICLE XV
MISCELLANEOUS PROVISIONS**

A. Separability

1. If any provision of the Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Association.
2. In the event that any provision of the Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.
3. In case of any direct conflict between the express provisions of this Agreement and any Board or Administrator's policy, practice, procedure, custom or writing not incorporated in this Agreement, the provisions of this Agreement shall control.
4. All provisions in the present Agreement shall remain in full force and effect except as modified by agreement.

B. No Reprisals

The Association and the Board agree that they shall not discriminate against nor engage in any reprisals or repercussions of any nature against any member of the Association, any individuals or organizations engaged in activities or in support of activities related to contractual negotiations for any Agreement or any other issue of representation. Any such reprisals or repercussions shall be prohibited and both parties agree to enjoin their members, agents and employees to be bound by these provisions and use their best effort to ensure compliance.

C. Compliance Between Individual Contract and Master Agreement

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 provision inconsistent with this Agreement, this Agreement shall be controlling.

D. Reproduction of the Contract

Copies of this Agreement shall be printed at the Board's expense. The cover design and format shall be jointly approved by the Board and the Association. A copy of the Agreement, upon reproduction, shall be provided to each employee by the Board. Newly-hired employees shall be provided with copies by the Board through the Association. One hundred (100) copies of the Agreement shall be provided to the Association for each year of the Agreement.

**ARTICLE XVI
DURATION OF AGREEMENT**

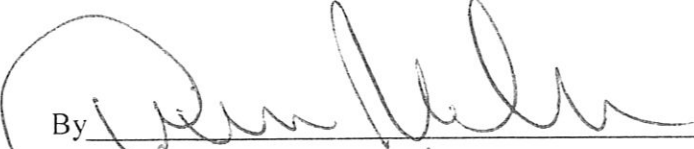
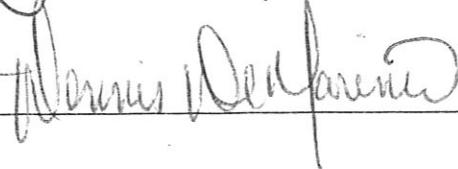
A. Duration Period

This contract shall be effective July 1, 2009 and shall continue in effect through June 30, 2012 subject to the Association's right to negotiate over a successor Agreement.

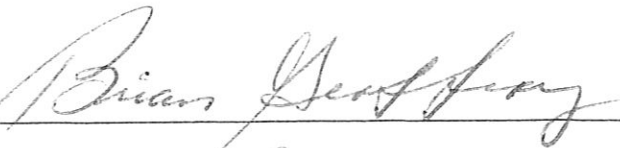

B. Status of Incorporation

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Woodbridge Township Board of Education

By  (President)
By  (Secretary)

Woodbridge Township Education Association

By  (President)
By  (Secretary)

Appendix A
Personal Day Request Form

Woodbridge Township School District
Woodbridge, NJ 07095

School _____

Date _____

Dear Principal:

This letter is to request one day personal leave on _____.

My reason for requesting personal leave is:

Personal

Religious

Legal (except court summons)

Employee

Administrator

Note: Familiarize yourself with the provisions of Part One, Article X.A. in the Employee Agreement concerning personal leave. Please keep in mind that personal leave is essentially for religious, legal or other grave reasons.

**Appendix B
Request to Leave Building**

**Woodbridge Township School District
Woodbridge, NJ 07095**

School _____

Date _____

Time Out: _____

Time In: _____

Dear Principal:

This is to indicate that I have had to leave the school building during my preparation period and I was unable to obtain administrative permission to do so. The reason for my leaving is as follows:

_____ School Related as explained below.

_____ Non-school related as explained below.

Explanation:

Appendix C
Indemnity of Officers and
Employees Against Civil Actions

18A:16-6

Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, including any student teacher or person assigned to other professional pre-teaching field experience, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teacher or other assignment to professional field experience, the board shall defray all costs of defending such action including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

Appendix D
Indemnity of Officers and
Employees in Certain Criminal Actions

18A:16-6.1

Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the board of education shall reimburse him/her for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

Part Two

Non-Supervisory, Certified Personnel

PART TWO

ARTICLE I WORK YEAR

A. Work Year

1. The following shall be the teacher work year:
 - a. 180 instructional days.
 - b. One teacher planning day prior to the start of school.
 - c. One (1) in-service day to be scheduled during the school year.
 - d. A two-day workshop of new teachers shall be scheduled prior to Labor Day. New teachers hired after the two-day workshop will be required to attend the two day sessions scheduled for the next school year. New teachers attending such workshops shall receive one (1) in-service credit.
2. As in the past, the Board shall schedule holidays and vacation periods consistent with the educational needs of the District.
3. Guidance Counselors, Substance Abuse Counselors and members of the Child Study Teams shall report five work days before the teachers' first day of work. They shall work until June 30 unless there are more than five (5) days after the end of the students' school year in which case they shall work only five (5) days after the end of the students' school year.
4. Teachers shall have an early dismissal workday on the day before Thanksgiving and on the last day before the winter recess.

B. School Calendar

1. The parties recognize the authority and duty of the Board pursuant to New Jersey law to promulgate a school calendar.
2. School calendars shall be forwarded in writing to all teachers and the Association within ten (10) school days after adoption by the Board.
3. If changes in any adopted calendars are contemplated, teachers and the Association will be given ten (10) school days written notice, except in cases of emergency.

ARTICLE II TEACHING HOURS AND TEACHING LOAD

A. Elementary Teachers' Workday

1. Full-time elementary teachers shall report to their assigned stations not later than 8:55 am and shall commence their teaching duties at 9:05 am.
2. Elementary teachers are herein guaranteed a lunch period of not less than fifty (50) minutes. In the event of a delayed opening or an unscheduled early dismissal, lunch period shall be reduced by twenty-five (25) minutes.
3. The work day for elementary teachers shall end at 3:30 pm except as set forth in Sections C.1 and C.2 below. However, when circumstances and the educational needs of the students require that the work day begin at a different time, e.g.

tutorial instruction, etc., such work day shall not exceed six hours and thirty five minutes (6 hrs. 35 mins.) duration.

4. All elementary teachers shall be guaranteed ten (10) preparation periods of a thirty (30) minute duration per two (2) weeks, except that, where administratively possible, all elementary teachers shall be guaranteed one (1) preparation period of thirty (30) minutes duration per day. On any full school day that an elementary teacher is not given a preparation period, s/he shall be guaranteed one break from instruction of at least fifteen (15) minutes.
5. There shall be four (4) elementary parent conference days.
 - a. Two (2) parent conference days shall be scheduled from 2:00 pm to 3:30 pm for the Fall semester;
 - b. Two (2) parent conference days shall be scheduled from 7:00 pm to 9:00 pm for the Fall semester;
 - c. On all parent conference days students shall be dismissed no later than 1:10 pm.
6. Elementary class lists shall be provided by the school principal prior to the last day of school with the understanding that these lists may be revised prior to the opening day of school. Copies of these lists shall be made available to the school nurse and all special area teachers at the same time.
7. A schedule of assignment of paraprofessionals shall be posted in the school office available to teachers.
8. In the event that an elementary class exceeds thirty (30) students for a period of more than ten (10) school days without the class being supplied with either an additional teacher or a paraprofessional, then the teacher in whose class this occurs shall, on the eleventh school day, receive overload pay determined by the following formula:

$$\frac{\text{teacher's annual salary}}{30 \times 200} =$$

The daily rate per additional student above thirty (30) for each day that said student(s) is/are in the classroom applies until such time as another teacher or paraprofessional is also in the classroom or until such time as the teaching load reduces to thirty (30) students or less.

B. Secondary Teachers' Work Day

1. High School
 - a. Full-time high school teachers shall report to their assigned stations no later than 7:40 am.
 - b. The workday for high school teachers shall end at 2:30 pm, except as set forth in Sections C.1 and C.2 below.
 - c. When circumstances and the educational needs of the students require that the work day for high school teachers begin at a different time, e.g.

- detention, tutorial instruction, etc., such work day shall not exceed six hours and fifty minutes (6 hrs. 50 mins.) duration.
- d. High school teachers are herein guaranteed a duty-free lunch period equal to that of the students.
2. Middle School
 - a. Full-time middle school teachers shall be on duty at their assigned stations no later than 8:15 am.
 - b. The work day for middle school teachers shall end at 3:05 pm, except as set forth in Sections C.1 and C.2 below.
 - c. When circumstances and the educational needs of the students require that the work day for middle school teachers begin at a different time, e.g. detention, tutorial instruction, etc., such work day shall not exceed six hours and fifty minutes (6 hrs. 50 mins.) duration.
 - d. Middle school teachers are guaranteed a duty-free lunch period equal to that of the students, but not less than thirty-five (35) minutes.
 3. Every secondary teacher shall be guaranteed a daily preparation period, except for early dismissal days and delayed opening days on which there shall be no guarantee of a preparation period.
 4. With the exception of special education teachers, secondary teachers shall not teach more than two (2) subject areas nor more than three (3) preparations during any semester. In the event that this is not possible, the teacher shall be relieved of any duty prior to the first class period, as well as homeroom. In the event that any secondary teacher (including special education teachers) is assigned five (5) or more preparations, s/he shall also be relieved of an assigned duty.
 5. When teaching under the traditional schedule, teachers shall not be required to teach more than three (3) consecutive classes without either a lunch break or a preparation period with the exception of teachers of home economics, industrial arts, laboratory sciences, and art. When teaching under the block schedule, teachers shall not be required to teach for more than two (2) consecutive blocks.
 6. When teaching under the traditional schedule, no secondary teacher shall be required to teach more than twenty-five (25) class periods and five (5) assigned periods per week. However, up to thirty (30) class periods per week with a corresponding reduction of assigned duties may be assigned with the approval of the teacher involved. When teaching under the block schedule, no secondary teacher shall be required to teach more than five (5) blocks per year or three (3) blocks per semester. No teacher shall be assigned to teach more than three (3) blocks for more than ninety (90) instructional days. No teacher shall be given more than one (1) block per year of assigned duties. However, a teacher may volunteer to teach up to six (6) blocks per year with a corresponding reduction in assigned duties.
 7. Teachers of secondary English classes shall have a teaching load not to exceed one hundred thirty (130) pupils. This may be modified for educational purposes only as it may apply to large group instructional programs, team-teaching programs and approved experimental programs.

8. Teachers assigned to bus duty will be relieved of a homeroom assignment.
9. Audio-visual coordinators in secondary schools shall be free of other duties during the homeroom period.
10. Under the block schedule, high school teachers who are assigned as computer liaisons and high school teachers who serve as audio-visual coordinators shall teach only four (4) blocks per year and shall have no assigned duties. Under the traditional schedule, teachers who are assigned as computer liaisons shall teach five (5) classes and shall have no assigned duty.

C. Meetings

1. Teachers may leave the building at the end of the school day as soon as all buses have cleared the school grounds unless requested to remain for teacher meetings, in-service training programs or extra help for pupils and/or parent conferences. Such meetings, programs and conferences shall be limited as follows:
 - a. In no case shall teachers be required to remain for more than two (2) sixty (60) minute teacher meetings per month, except in emergencies.
 - b. In no case shall teachers be required to remain for more than two (2) hours of in-service training per month, to a maximum of six (6) hours per year. In-service training shall be defined to include state mandated programs and preparation for new instructional programs. In-service training does not include such activities as curriculum work, test writing, lesson planning, etc.
 - c. Pupils and parents are encouraged to seek help and assistance at a time that is mutually acceptable.
 - d. Except in emergencies, meetings and programs which take place after the regular school day and which require teacher attendance shall not be called on any day immediately preceding any day upon which teacher attendance is not required at school.
 - e. Except in emergencies, teachers shall be given a schedule of any required meetings or programs by the first day of each month and at least two (2) days prior to any pupil or parent conference.
2. Paragraph C.1 and subsections a. through e. shall not apply to child study team members and substance abuse counselors.
3. Duties which teachers, including child study team members and substance abuse counselors, are required to perform beyond the school day shall be equally distributed and, with the exception of parents' night, no teacher shall be required to perform more than two (2) per year.
4. Teacher preparation periods shall be generally used for the following purposes, at the teacher's discretion: planning lessons; grading/evaluating papers; completing required reports; working on curriculum projects; preparing equipment and materials for class; taking reasonable rest periods; study and professional reading; conference with staff and/or parents; observing other teachers with that teacher's permission; providing extra help to pupils.

D. General Provisions

1. Teachers will not be required to make written excuses for an occasional tardiness. Habitual lateness is not herein condoned and should be discouraged through conferences with the appropriate administrative authority. In no case shall this function be delegated to a clerk or secretary.
2. Teachers may leave the school building during their lunch periods and, with administrative permission, during their preparation periods. If the administrator or her/his designee is not available to grant prior permission, an appropriate form will be completed by the teacher leaving the building, and the completed form shall be filed with the administrator's secretary. A copy of the form to be used is included as Appendix B.
3. The principal or her/his designee shall make available to teachers a master list of supplies ordered at the beginning of each school year. Teachers will be informed of deliveries as soon as possible after their arrival.
4. Curriculum-related field trips shall be approved by the principal whose decision shall be governed by the following guidelines:
 - a. When a field trip lasts for the entire school day, the Board shall provide a qualified substitute for classes not participating in the trip.
 - b. When a field trip lasts for less than a full day, class coverage will be provided at Board expense.
5. Child Study Teams and Substance Abuse Counselors.
 - a. The workday for Child Study Team members shall be from 8:00 am until 4:00 pm, with one hour for lunch. The workday for Substance Abuse Counselors shall be from 7:30 am until 3:30 pm, with one (1) hour for lunch.
 - b. Members of Child Study Teams and Substance Abuse Counselors shall work the same number of hours as classroom teachers on the last student day of the school year.
6. The workday of Guidance Counselors shall be the same as teachers throughout the work year. When working on voucher during the summer session, the workday for Guidance Counselors shall be consistent with regular summer hours as determined by the Board prior to the commencement of the summer session each year.
7. When students are dismissed early due to excessive heat, teachers shall be excused one-half hour after student dismissal time.

ARTICLE III NON-TEACHING DUTIES

A. Cafeteria Duty

Cafeteria duty shall be assigned on a voluntary basis to the extent that this is possible. No teacher shall be involuntarily assigned cafeteria duty for more than two consecutive years. Every attempt shall be made to distribute this assignment equally among all teachers.

B. Proscribed Duties

Teachers shall not be required to perform the following duties:

1. Bulk transporting of student copies of books.
2. Collecting premiums for student insurance or preparing lists or in any way subsidizing the operation of an insurance company, other than the distribution of forms necessary for implementation.

C. Transportation

Teachers shall not be required to drive students except as prescribed by law. A teacher may do so voluntarily, however, with the approval of her/his principal or immediate supervisor. S/he shall be compensated in accordance with the requirements of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder for the use of her/his own automobile.

**ARTICLE IV
EMPLOYMENT PROCEDURES**

A. Salary Schedule Credit

1. All teachers new to the District shall be granted credit for prior full-time teaching experience. A new teacher entering the District shall be placed on the same step of the appropriate guide as a current employee with the same creditable experience.
2. The Board will allow up to four (4) years credit on the salary guide for teachers who have taken leave for military service, the Peace Corps, or the VISTA program.

B. Replacement Teachers

At the time a replacement teacher is hired, s/he shall be informed of her/his status as a replacement teacher.

C. Speech/Language Specialist Certification and Licensure

The Board shall reimburse Speech/Language Specialists for the cost of maintaining certification by the American Speech-Language-Hearing Association (ASHA) and/or licensure as speech pathologists by the New Jersey Department of Consumer Affairs.

**ARTICLE V
SALARIES**

A. Teachers' Salaries

1. Teachers' salaries shall be established in accordance with the provisions of this Article and the Teachers' Salary Schedule.
2. To be eligible for an annual increment, a teacher must have been employed a minimum of ninety (90) school days in the preceding school year. An annual teacher reappointment does not guarantee an increment.

3. Full-time guidance counselors shall be paid according to the teachers' salary schedule plus an additional five (5) percent so long as they continue to serve as guidance counselors. This five (5) percent shall be included as part of the annual base salary for pension purposes and shall be paid along with the annual base salary in twenty (20) equal payments.
4. Child Study Team members, including School Social Workers, Learning Disability Teacher Consultants and School Psychologists, and Substance Abuse Counselors shall be paid according to the Teachers' Salary Schedule plus an additional fifteen (15) percent.
5. Teachers assigned as computer liaisons in high schools shall receive a differential of \$1440 in 2009-2010, \$1479 in 2010-2011, and \$1524 in 2011-2012. Teachers assigned as computer liaisons in middle schools shall receive a differential of \$896 in 2009-2010, \$921 in 2010-2011, and \$948 in 2011-2012. Elementary computer liaisons shall receive a differential of \$704 in 2009-2010, \$724 in 2010-2011, and \$745 in 2011-2012.
6. Subject area leaders and guidance staff leaders in the middle schools shall receive a differential of \$896 in 2009-2010, \$921 in 2010-2011, and \$948 in 2011-2012.
7. Employees who, prior to September 1, 1979, worked as teacher coordinators of Cooperative Marketing Education (C.M.E.), Cooperative Business Education (C.B.E.), and Cooperative Industrial Education (C.I.E.) and continue to so work, shall continue to be paid a \$400 differential. Effective September 1, 1979, employees new to the positions identified above (C.M.E., C.B.E., and C.I.E.) shall not receive any differential.
8. Employees who, prior to July 1, 1977, worked in positions as teachers of Industrial Arts and teachers of disabled students (other than Home Instruction teachers), Speech teachers and Remedial Reading teachers, and continue to so work, shall continue to be paid a \$400 dollar differential. Effective July 1, 1977, employees new to the above identified positions shall not receive any differential.
9. The regular hourly rate for teachers shall be \$31.63 in 2009-2010, \$32.50 in 2010-2011, and \$33.47 in 2011-2012 (hereinafter referred to in Part Two as Regular Hourly Rate).

B. Coaches' Salaries

1. The coaches' salaries shall be established in accordance with the Coaches' Salary Schedule.
2. The coaches will receive separate pay checks as follows:
 - a. Fall sports coaches shall receive three equal pay checks during the months of October, November and December.
 - b. Winter sports coaches shall receive three equal pay checks during the months of January, February and March.
 - c. Spring sports coaches shall receive three equal pay checks during the months of April, May and June.
3. The work of coaches of fall sports during the months of July and August shall be provided on a voluntary basis without compensation.

C. Extra-Curricular Salaries

1. Extra-curricular activities shall be decided by the Administration. The extra-curricular advisors' salaries shall be established in accordance with the Extra-Curricular Salary Schedule.
2. Advisors of extra-curricular activities shall be paid on January 15th and June 15th as follows:
 - a. First semester activities - January 15th.
 - b. Second semester activities - June 15th.
 - c. Full-year activities - One half pay on January 15th; one-half pay on June 15th.
3. Elementary teachers may be delegated the additional duty of safety patrol supervisor or student council advisor for the additional salary as set forth in the Extra-Curricular Salary Schedule.

D. Class Coverage

1. Teachers shall be paid the Regular Hourly Rate for the coverage of classes of any absent teacher.
2. It is understood that coverage of regular elementary classes shall be paid at one-half of the hourly rate; that coverage of regular secondary classes shall be paid at three-quarters of the hourly rate; and that coverage of secondary block classes shall be paid at one and one-half times the hourly rate.
3. In emergencies where regular substitutes are not available and two classes are combined for the day or a major part thereof, the teacher in charge shall be paid the base rate for a state certified substitute in addition to her/his regular salary. If the class is divided between two or more other teachers, each teacher teaching any part of the split class shall receive a proportionate amount of that rate in addition to her/his regular salary.
4. Any teacher who is required to cover a class that requires compensation will receive confirmation of this request in written form.

E. Home Instruction

Teachers who are assigned to after-school home instruction shall be paid at the Regular Hourly Rate.

F. Transportation

When Board supplied transportation is not available and where no other provisions for payment are stipulated, all teachers who use their own automobiles for school business and have received prior approval for such use shall be compensated in accordance with the requirements of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder.

G. Part-Time

1. Part-time teachers shall be paid on the basis of this Article and a proration of the Teachers' Salary Schedule.

2. With the permission of the Board, teachers assigned to positions in kindergarten, middle school, high school, and special areas may elect to engage in job sharing, which shall permit two teachers with assignments in the categories identified above to each perform separate parts of one full-time teaching assignment and to reach agreement upon the appropriate division of the salary and benefits package. Any such agreement must be approved by both the Board and the Association. This provision in no way reduces the level of compensation or benefits to which part-time employees who are not covered by a job sharing agreement are entitled. The decision to establish or to deny job sharing agreements is discretionary on the part of the Board and shall not be the basis for a grievance. The cost to the Board for salary and benefits for the two employees covered by a job sharing agreement shall be no greater than the cost to the Board for employing one employee in that job.

H. General

All teachers shall satisfactorily complete all items on their annual clearance forms prior to receiving their final paychecks for the school year. Guidance Counselors, Child Study Team members, Substance Abuse Counselors and Curriculum Specialists shall receive their final paycheck on the last work day.

I. Substitute Teachers - State Certified

1. The regular per diem rate for state certified substitute teachers shall be \$114.00 in 2009-2010, \$117.00 in 2010-2011, and \$120.00 in 2011-2012 for the first twenty-five (25) days worked in a given school year.
2. The regular per diem rate shall increase to \$128.00 in 2009-2010, \$132.00 in 2010-2011, and \$136.00 in 2011-2012 for every day thereafter.
3. State certified substitute teachers shall be paid the following differentials in addition to the regular per diem rate:
 - a. A retroactive differential of \$48.00 in 2009-2010, \$49.00 in 2010-2011, and \$51.00 in 2011-2012 per day upon working for at least twenty (20) consecutive school days in the same position.
 - b. A retroactive differential of \$69.00 in 2009-2010, \$71.00 in 2010-2011, and \$73.00 in 2011-2012 per day upon working for at least thirty (30) consecutive school days in the same position.
 - c. The maximum rate a substitute teacher can receive shall be \$197.00 in 2009-2010, \$203.00 in 2010-2011, and \$209.00 in 2011-2012.
4. The regular per diem rate for substitutes for Child Study Team members and nurses shall be \$175.00 in 2009-2010, \$187.00 in 2010-2011, \$200.00 in 2011-2012 for the first twenty-five (25) days worked in a given school year. The regular per diem rate shall increase to \$200.00 in 2009-2010, \$212.00 in 2010-2011, \$225.00 in 2011-2012 for every day thereafter.
5. The Association recognizes the right of the Board to employ substitute teachers who do not qualify for unit membership under the terms of Part One, Article I.B.8 at rates of pay that are less than those identified in Part Two, Article V.J. and K.

K. Substitute Teachers - County Certified

1. The regular per diem rate for county certified substitute teachers shall be \$106.00 in 2009-2010, \$109.00 in 2010-2011, and \$112.00 in 2011-2012 for the first twenty-five (25) days worked in a given school year.
2. The regular per diem rate shall increase to \$114.00 in 2009-2010, \$117.00 in 2010-2011, and \$120.00 in 2011-2012 for every day thereafter.

L. Attendance of Court Hearings

1. Child Study Team members who are required to attend court hearings or prepare for testimony outside the regular workday shall be compensated at the rate of \$56.00 in 2009-2010, \$57.00 in 2010-2011, and \$59.00 in 2011-2012 per day.
2. Child Study Team members who are required to attend court hearings or prepare for testimony during the summer recess shall be compensated at the rate of \$306.00 in 2009-2010, \$315.00 in 2010-2011, and \$324.00 in 2011-2012 per day.

M. Medical Records Review Chairperson

The Medical Records Review Chairperson shall be paid a stipend of \$5572 in 2009-2010, \$5726 in 2010-2011, and \$5897 in 2011-2012 for work performed during the school year.

**ARTICLE VI
SUMMER WORK**

A. Posting

Extended School Year Program openings shall be publicized not later than the preceding June 1st.

B. Criteria

The Board retains the right to appoint teachers from within or without the District to the summer Extended School Year Program positions. Current teaching staff members who apply may be interviewed.

C. Salary

1. All teachers covered by this Agreement shall, if appointed to employment as a teacher in the Extended School Year Program, be paid at the Regular Hourly Rate.
2. Nurses required to assist in physical examinations during summer months shall be paid at the Regular Hourly Rate.
3. C.I.E., C.B.E. and C.M.E. teachers who are employed during the summer shall be paid at the rate of one-half (1/2) percent per day of their regular salary.
4. Graphic Arts instructors who are employed during the summer shall be paid at the rate of one-half (1/2) percent per day of their regular salary.

5. The band director and his/her assistants who staff Board authorized practice sessions during the summer shall be paid at the Regular Hourly Rate.
6. Child Study Team work that is performed during the summer recess shall be compensated at the rate of \$279.00 in 2009-2010, \$286.00 in 2010-2011, and \$295.00 in 2011-2012 per day.
7. The Medical Records Review Chairperson shall be paid a stipend of \$2229 in 2009-2010, \$2290 in 2010-2011, and \$2359 in 2011-2012 for work performed during the summer recess.

ARTICLE VII EVALUATION

A. Supervision and Teacher Evaluation

The supervisory program for teachers of the District shall consist of five (5) phases:

1. Classroom visitation and observation.
2. Follow-up conference with teacher and observer.
3. Annual evaluation report (tenured staff).
4. Tenure recommendation to Superintendent.
5. Tenure recommendation by Superintendent to the Board.

B. Classroom Visitation and Observation

1. It shall be the administrative procedure that all teachers be visited and observed by an administrator. Follow-up conferences shall be held by the observer with the teacher as soon as possible, but in any event, no later than three (3) school days after each visit. As a result of each visit and conference the observer shall complete a report on the approved District form.
2. Problems caused by classroom interruptions, other than classroom visitations and observations, both by teachers and administrators, should be discussed at each building level and effective practices established to overcome said problem.
3. The observer is to submit one copy of the form to the teacher observed, a second copy to the principal's office, a third copy to the Assistant Superintendent for Personnel Services for the teacher's District personnel file, and a fourth copy to the Assistant Superintendent for Curriculum and Instruction.
4. The teacher may submit a self-evaluation for each observation on a form identical to that used by the observer prior to the follow-up conference. This self-evaluation shall be attached to the official observation form and shall be placed in the teacher's District personnel file.
5. Tenured teachers should be visited at least once each year by a representative of the administration. These reports of the observations and conferences for tenured teachers shall be used as a basis for the annual evaluation reports to be made by the building principal.
6. If an administrator observes a teacher or class for more than 15 minutes, the observation shall be written.

7. First-year teachers shall receive the District evaluation and observation forms and procedures prior to the beginning of the first observation.
8. No teacher shall be required to sign an incomplete observation report or annual evaluation report.

C. Follow-up Conference

1. Conferences might relate to the observation/evaluation in areas including, but not limited to, varied techniques of instruction, varied activities utilized, depth of lesson plans and their execution, organization and management of the class and classroom, full utilization of class time, degree of maximum pupil participation, classroom atmosphere, motivating techniques, maximum use of equipment, supplies and materials and other instructional techniques as they might relate to specific subject areas.
2. Observers should be prepared to offer constructive suggestions, where necessary, for improved teaching techniques, for new and varied resource materials, for class organization, for improved lesson planning, for meeting the needs of individuals as well as the group, and for the proper implementation and completion of minimum curriculum standards.
3. Conferences should result in growth and learning by the teacher.
4. When teacher discipline is being contemplated by an administrator, the teacher shall have the right to have an Association Representative present during the conference.

D. Annual Evaluation Reports (Tenured)

Annual evaluation of tenured teachers shall be processed in the prescribed manner noted above, but such reports shall be submitted by June 1st of each school year.

E. Annual Evaluation Reports (Non-Tenured)

1. Annual evaluation reports shall be completed by the building principal (or the designated administrator) by April 1 of each school year. One copy shall be given to the teacher, a second to be filed in the teacher's building personnel file, a third copy to be sent to the Assistant Superintendent for Personnel Services for placement in the teacher's District personnel file, and a fourth copy to be sent to the Assistant Superintendent for Curriculum and Instruction.
2. District administrators may be called upon to assist in the development of evaluation reports and will be expected to review the evaluation reports upon completion.
3. Principals shall be expected to confer with non-tenured teachers regarding their annual evaluation prior to placing the report on file.
4. Teachers' signatures on each evaluation report shall indicate that such conference was held and that they are familiar with the contents of the evaluation. Such a signature shall not mean that the teacher necessarily approved the contents of the report. Evaluations will continue to be signed in ink by the evaluator and teacher being evaluated.

F. Other Procedures in Supervisory Programs

1. Teachers will be given a copy of any class visit or evaluation report prepared by their supervisor at the conference for the purpose of discussion. No such report shall be submitted to central administration, placed in a teacher's file, or otherwise acted upon until the teacher has had a conference with the observer.
2. All monitoring or observation of the work performance of a teacher will be conducted openly, with full knowledge of the teacher. Surreptitious use of public address or audio systems and similar surveillance devices shall not be permitted.
3. Because of the confidential nature of observation and evaluation procedures, information on evaluations, observations and conferences shall be accessible to no party except the building and central administrators, the supervisor, the department head and/or coordinator, the teacher involved and the Board, if necessary.
4. Only authorized clerical personnel shall prepare such reports.
5. Classroom supervision shall be regarded by all parties concerned as a means to assist in improving instruction, not as a means to harass the parties being observed and evaluated.
6. All supervisors and administrators, directly or indirectly responsible for the supervision of a teacher, shall have the right to visit classrooms or other activities under the teacher's jurisdiction at any time.

**ARTICLE VIII
FAIR DISMISSAL PROCEDURE**

A. Notification of Status

A non-tenured teacher will be informed of the Superintendent's recommendation as to whether s/he has been granted tenure at least sixty (60) days prior to the expiration date of her/his probationary period and shall be informed in writing of the final action of the Board on the granting or denial of her/his tenure at least sixty (60) days prior to the expiration date of her/his probationary period.

B. Reasons

A non-tenured teacher who is not granted a contract may request a meeting with the Superintendent who shall arrange such a meeting with the teacher within ten (10) school days after the receipt of such a request. The teacher shall be shown any rating forms that have been completed by the administration. If s/he so chooses, s/he may be accompanied by an Association Representative.

**ARTICLE IX
TEACHER-ADMINISTRATION LIAISON**

A. Teacher Liaison Committees

1. Members of the Teacher Liaison Committee in each school shall be nominated in an open meeting of the faculty each September.
2. A ballot shall be prepared of all nominees by a member of the clerical staff under the joint supervision of the principal and an Association Representative. Within one week, a secret ballot election shall be conducted under the joint supervision of the principal and an Association Representative.
3. At least one Association Representative shall be an ex-officio member of the Teacher Liaison Committee.
4. The Teacher Liaison Committee shall consist of not less than three, nor more than eight, teachers in each school.
5. The committee may convene meetings as often as once each month.
6. The Superintendent and the Association President shall be sent copies of the minutes of the meetings from each building.

B. Communication

1. The principal of each school shall meet with the Association Representative at the request of either party to discuss school operation and questions relating to the implementation of this Agreement.
2. Proposed changes in existing procedures and new procedures for the school relevant to this Agreement shall be the subject for discussion at such meetings.
3. Procedures adopted or maintained by any principal shall not be inconsistent with the terms of this Agreement.

**ARTICLE X
INSTRUCTIONAL COMMITTEES**

A. Definition

Instructional Committees shall include any committee established by the Board or the Administration of which any teacher is a member for the purpose of studying any aspect of the District or other issues pertinent to public education.

B. Membership

The Association President may submit a list of no more than three (3) names of teachers who have credentials appropriate to the subject under study to the Superintendent for consideration for appointment for each Instructional Committee. The Superintendent shall appoint one (1) or more of the teachers on the list to the committee for which the list was prepared. In the event that the Superintendent finds no teacher on the list to be acceptable for appointment, the Association President shall submit another list of three (3) names. The Superintendent shall then appoint one (1) or more teachers from the combined lists to the committee.

ARTICLE XI SABBATICAL LEAVE

A. Purpose

1. Sabbatical leaves may be granted for the basic purpose of helping to improve the competence of teachers who receive the leaves, and thereby to help improve the quality of instruction in the District. In no way is this to be interpreted as a reward, remuneration, or compensation, or a type of terminal leave.
2. Sabbatical leaves will be granted for full-time graduate study with an accredited institution for the duration of the leave, or for traveling which is in conjunction with an educational program of an accredited college or university.

B. Requirements

1. The applicant must have a minimum of seven (7) years of service in Woodbridge.
2. Each recipient of a leave must agree to serve a minimum of two (2) years within the District after her/his return from the sabbatical.

C. Application

1. Application forms are to be obtained from the Superintendent's office, but are to be returned to the applicant's immediate supervisor. The applicant shall agree to comply with all the provisions of this Agreement.
2. All applications must be completed listing the purpose of leave, the institution at which the study is to be taken, etc.
3. Applications for a full year's leave must be completed by December 1 of the year preceding the school year in which the leave is granted.
4. All applicants shall receive written notice from the Superintendent's office indicating either acceptance or rejection within one week after the final adoption of the budget, but not later than April 15th.
5. If an application is disapproved and the teacher wishes to apply again the following year or at any other time, a new application must be timely filed with the Superintendent's office.
6. Any changes in the use of sabbatical time after the application has been approved must be sent in writing to the Superintendent's office.

D. Benefits

1. The teacher shall receive a full year leave at 60% of his/her annual salary.
2. The teacher shall retain all rights, such as tenure, pension, increments and health benefits.
3. If a sabbatical is interrupted by a serious accident or illness causing the teacher to drop out of the approved sabbatical program, the teacher shall be eligible for sick leave benefits commencing with the date of disability. Sick leave benefits shall be based on full salary pursuant to the sick leave provision as set forth in this Agreement under Part One, Article IX.

- a. The Administration shall be notified of the accident or illness in writing within ten (10) days of the occurrence with a statement from a licensed physician stating the nature and extent of the illness or accident.
- b. Should the teacher's condition improve so that s/he is fully recovered and the recovery is certified by a licensed physician, the teacher shall return to full-time teaching status, assigned by the Superintendent, to the nearest appropriate position to that which s/he had before the sabbatical began until the new school year at which time s/he will be given an appropriate position.

E. Subsequent Leaves

Once the leave is granted, such persons do not again become eligible for a sabbatical leave until an additional seven (7) years shall have elapsed. The seven (7) years shall be counted from the date of completion of the prior-approved sabbatical leave.

F. Return

A teacher must guarantee a minimum of two (2) years of service upon return from a sabbatical leave. In the event said teacher does not complete two (2) years of service, said teacher shall repay the Board all monies received from the Board during the leave period. The Board may make changes to this requirement upon the recommendation of the Superintendent for such reasons as serious illness or other extenuating circumstances.

G. Transfer Notice

Ten (10) days notice of intention to transfer, where applicable, shall be given to teachers returning from sabbatical leave.

H. Employment

If granted a leave, no other full-time position will be taken by the teacher during this time for the purpose of earning money, except for grants and/or awards given by a college or foundation.

I. Restrictions or Limitations

1. A minimum of two (2) sabbaticals per year shall be granted if there are:
 - a. Qualified candidates as determined according to the criteria set forth in Section J below.
 - b. Funds are available as determined by the Board.
2. Teachers granted leaves for study shall be required to file transcripts with the Superintendent upon returning to the District.

J. Selection of Applicants

1. The following factors will be considered in determining the recommendation of approval of sabbatical leaves:
 - a. Worthiness of proposed purpose.
 - b. Seniority.
 - c. Availability of competent replacement.

- d. The number or percentage selected from a particular building.
2. Where applicants appear to have identical qualifications, the following factors must be taken into consideration:
 - a. Evidence of prior interest in self-improvement.
 - b. Evidence of teaching interest and dedication to the profession.
3. The Superintendent may use the above listed criteria as well as other factors in selecting candidates. S/he may, at her/his discretion, appoint a screening committee to assist.

K. Salary Payments

1. All regular salary deductions, such as taxes, pension contributions, etc. will be deducted from the payments received by the teacher. In accordance with the rules and regulations of the Teachers' Pension and Annuity Fund, the pension deduction, based upon the full contractual salary received at the time the leave is begun, shall continue for the duration of the leave.
2. Before beginning a sabbatical leave, the teacher will notify the Superintendent's office in writing where paychecks should be sent.
3. Teachers granted sabbatical leaves shall be paid sixty (60) percent salary less the deductions for taxes, pension, etc. for all regular pay periods established by the Board.
4. The final decision in granting a sabbatical shall be made by the Board on recommendation of the Superintendent, and the action of the Board shall be by resolution.

**ARTICLE XII
PROFESSIONAL DEVELOPMENT**

A. Professional Organizations

Teachers are encouraged to join professional organizations of their choice.

B. Tuition Reimbursement

All teachers holding permanent or regular certification shall be eligible for tuition reimbursement. Reimbursement will be made under the following conditions:

1. Approval of the course to be taken must be obtained from the Office for Personnel Services prior to starting the course. Approved criteria shall be uniformly applied to all applicants.
2. Courses taken must be related to the current teaching assignment of the teacher.
3. All courses eligible for tuition reimbursement must be successfully completed, i.e. achievement of a grade of "C" or better.
4. Tuition reimbursement shall be limited to a maximum of \$1,266 in 2009-2010, \$1,300 in 2010-2011, and \$1,339 in 2011-2012. Official transcripts for all reimbursable courses must be filed in the Office of Personnel Services by October 15 for payment in November; by March 15 for payment in April and by July 15 for payment in September.

C. Curriculum Committees

Curriculum committees may be established by the Administration for the purpose of continual improvement of the instructional program.

1. Teachers shall be selected by the Superintendent, and/or her/his designee, for all workshops, based upon their recognized skills and areas of assignment as well as the need for developing a balanced team for the project.
2. Committees may be held on Saturdays, in summer months, during scheduled recesses, or during the regular school day, as deemed necessary by the Board.
3. Teachers shall be compensated at the Regular Hourly Rate for approved workshop time when scheduled on other than a regular school day.
4. It shall not be mandatory for a teacher to serve as a chairperson for a curriculum committee.

D. In-Service Workshops

1. Teachers with permanent certification may apply toward salary schedule credit for approved in-service courses which do not offer college or university credit. Teachers with a Bachelor's Degree and certification may apply such credits toward the Bachelor's Degree plus 32 hours. Those with a Master's Degree and certification may apply such credits toward a Master's Degree plus 32 hours. In order to receive credit, the teacher must have successfully completed the course, have attended at least 80% of the total sessions and have demonstrated satisfactory growth through participation and contributions to the course.
2. In-service education is defined as any approved professional study, course of study, curriculum workshop, lectures or committee work sponsored by the District which will contribute to the improvement of assignments in which the teachers are involved. Such courses are intended for the improvement of the educational program, and, therefore, the best qualified instructors will be sought.
3. Schedule of Maximum Credits for Approved In-service Credit:
 - a. Planned In-service Courses:
 - (1) Five (5) two-hour sessions, 1 credit.
 - (2) Ten (10) two-hour sessions, 2 credits.
 - (3) Fifteen (15) two-hour sessions, 3 credits.
 - b. Curriculum Study Committees
 - (1) Ten (10) two-hour sessions, 1 credit.
 - (2) Twenty (20) two-hour sessions, 2 credits.
4. All curriculum and professional study committees must be approved by the Superintendent prior to their organization before authorization of in-service credit may be considered. Meetings of supervisors, coordinators, department or building faculties shall be considered as part of the duties and responsibilities of the teacher. Since professional staff members will pay no tuition for District sponsored courses, and since such courses may not be classified as graduate courses, such salary credit will be allowed toward total credits required in moving from one salary schedule to another. When a teacher is involved as

instructor or coordinator, s/he will be compensated under the schedule shown below:

- a. Instructor- \$84.00 in 2009-2010, \$86.00 in 2010-2011, and \$88.00 in 2011-2012 per session.
 - b. Coordinator- \$36.00 in 2009-2010, \$37.00 in 2010-2011, and \$38.00 in 2011-2012 per session.
5. It shall not be mandatory for a teacher to serve as an instructor or coordinator for a curriculum or professional study committee.
 6. The Board shall offer in-service courses each semester, if possible.

E. Degree Differentials

1. Teachers shall be paid salary differentials for advanced study as set forth on the Teachers' Salary Schedule.
2. A Masters in Social Work and a Masters in Speech/Language Pathology shall establish credit for the MA+32 degree differential.

F. Professional Leave

1. Absence without loss of pay will be allowed for professional visitations, educational conferences and conventions when approved by the principal and the Superintendent.
2. Teachers who apply for professional leave shall submit at the time of application an estimate of their professional leave expenses. When and if the leave is granted, the teacher will be informed of the amount approved for expenses. Every effort will be made to approve all reasonable expenses for professional leaves.
3. The Board will make every effort to provide significant access to professional days for teachers, with appropriate reimbursement of expenses. Notwithstanding the foregoing, all such reimbursements shall be made in accordance with the requirements of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder.

G. Professional Development Committee

The Professional Development Committee shall be composed of four (4) classroom teachers elected by the teachers of the district and two (2) administrative staff members appointed by the Superintendent of Schools.

1. The committee shall assess in-service needs and professional development opportunities. The committee shall also plan and implement professional development programs in accordance with the standards of the State of New Jersey at the recommendation of the Board. The committee shall present its plan to the Middlesex County Professional Development Committee for its review and recommendation.
2. Teachers who serve on the committee shall receive release time for their committee work.
3. Teachers may apply to participate in professional development experiences other than those approved by the New Jersey Standards Board and the Middlesex County Standards Board as part of their professional development

program and in fulfillment of the required 100 hours of continuing education. No application of such a request shall be arbitrarily denied.

4. Teachers who serve on the committee or who provide professional development training to others shall receive hour for hour credit for their committee work or training activities toward their 100 hour requirement.

H. Mentoring

A mentor shall be required to attend no more than six (6) hours of training in order to qualify as a mentor. Once a teacher qualifies as a mentor, no further training shall be required in subsequent school years in order to qualify as a mentor.

ARTICLE XIII PERSONAL AND ACADEMIC FREEDOM

A. Academic Freedom

1. Teachers shall be expected to plan and execute appropriate teaching units or daily lesson plans utilizing a variety of materials and methods of presentation within the limits imposed by law, the State Board of Education regulations, District policies and regulations and Board-approved curricula. These plans are to be submitted in writing to the appropriate administrator for approval by Friday afternoon preceding implementation.
2. Every three (3) years, starting in 1993-94, a lesson plan committee of teachers and administrators shall be established to review the need for modifications to lesson plan formats.
3. When handling controversial issues, the teacher may express her/his own personal position on that particular issue as long as s/he makes it clear that it is only her/his opinion.

B. Special Area Marks

Teachers of special area subjects at the elementary level such as art, music, health and physical education shall present the marks of the students to the regular classroom teacher who shall enter these marks on the regular report cards.

C. Parent/Teacher Communication

The teacher shall, in accordance with Board policy, inform parents through conferences, report cards, failure notification and/or progress reports of the standing of children who are doing unsatisfactory work.

D. Student Folders

The frequency of submission of folders containing student work to parents shall be determined by the administration of each elementary school based upon District guidelines.

E. Substitute Materials

Teachers shall supply to substitutes obtained by the administration the following material as appropriate to the particular situation in each school:

1. An up-to-date seating chart or arrangement for each class.
2. A current lesson plan for each class relating to the unit of study presently under assignment to pupils.
3. A copy of textbook(s) and necessary related teaching materials required for successful conduct of the lesson.
4. A set of instructions for the substitute.
5. The names of students in each class who might be called upon for assistance.
6. The teacher's daily schedule.
7. Organization of any specialized groupings within classes or levels.

**ARTICLE XIV
BOOKS AND OTHER INSTRUCTIONAL
MATERIALS AND SUPPLIES**

A. Textbooks

1. The Board shall provide textbooks in sufficient numbers and other equipment and materials as prescribed within curriculum guidelines.
2. Each teacher shall be provided with one (1) copy of all teacher's manuals and one textbook for each different teaching assignment.
3. All textbooks (more than ten (10) copies for any basic subject) shall be adopted by the Board, as prescribed by law, after a representative teachers' committee has received at least three (3) available and suitable texts for the specific subject, and submitted their recommendation to the Superintendent for recommendation to the Board. The administration shall provide the necessary forms and procedures to assist with any textbook adoption. All textbook adoption committee work should be presented to the Superintendent with copies of the textbooks no later than May 1 of each school year if the adopted textbook is expected to be available by September 1 of the school year.
4. Textbooks for all levels and all grades shall not be collected prior to one (1) day before the end of the school year nor before the last final examination for any subject or curriculum experience area.

B. Pilot Projects

Pilot projects should be encouraged. However, funds for the initial and/or the continuation of the program should be taken from a pilot project section of the general textbook account. Funds for the pilot project should be in addition to the regular school allotment for textbooks.

C. Telephone

A telephone line shall be placed in the office of the school nurse.

Teachers and Athletic Trainers Salary Schedule

2008-2009		2009-2010		2010-2011		2011-2012		
Step	Salary	Step	Salary	Step	Salary	Step	Salary	
(16+)	A	83,650	A	84,696	A	87,025	A	89,635
(15)	B	77,000	B	77,963	B	80,106	B	82,510
(14)	C	72,000	C	72,900	C	74,905	C	77,152
(13)	D	68,000	D	68,850	D	70,743	D	72,866
(12)	E	64,000	E	64,800	E	66,582	E	68,579
(11)	F	62,000	F	62,775	F	64,501	F	66,436
(10)	G	60,500	G	61,256	G	62,941	G	64,829
(9)	H	59,000	H	59,738	H	61,380	H	63,222
(8)	I	57,500	I	58,219	I	59,820	I	61,614
(7)	J	56,000	J	56,700	J	58,259	J	60,007
(6)	K	54,500	K	55,181	K	56,699	K	58,400
(5)	L	53,000	L	53,663	L	55,138	L	56,792
(4)	M	51,500	M	52,144	M	53,578	M	55,185
(3)	N	50,500	N	51,131	N	52,537	N	54,113
(2)	O	49,000	O	49,613	O	50,977	O	52,506
(1)	P	48,000	P	48,600	P	49,937	P	51,435
(0)	Q	47,000	Q	47,588	Q	48,896	Q	50,363

Degree Differentials

BA16	1,085	BA16	1,099	BA16	1,129	BA16	1,163
BA32	1,911	BA32	1,935	BA32	1,988	BA32	2,048
MA	3,287	MA	3,328	MA	3,420	MA	3,522
MA16	4,112	MA16	4,163	MA16	4,278	MA16	4,406
MA32	4,938	MA32	5,000	MA32	5,137	MA32	5,291
Doctorate	6,328	Doctorate	6,407	Doctorate	6,583	Doctorate	6,781

1. All teachers move one step toward Step A for each year of the agreement.
2. Salaries do not include adjustments for differentials or "Maximum Step".
3. Figures in parentheses reflect the year of service.

Step movement for mid-year hires requires employment for at least ninety (90) work days in a given school year.

The Board of Education may adopt a resolution, which asserts that an emergency exists with regard to their ability to find suitable candidates for teacher vacancies in a particular area of certification. In this event, the Board may provide full family health benefits to teachers in the area of certification for which the resolution is adopted.

**All Teachers
Maximum Step**

Teachers reaching the twentieth (20th) anniversary date of service in Woodbridge shall receive a salary increase of six hundred dollars (\$600). Teachers reaching the twenty-first (21st) anniversary date of service in Woodbridge shall receive an additional salary increase of six hundred dollars (\$600), for a total of twelve hundred dollars (\$1200), which shall continue for all years thereafter. These salary increases shall be considered base salary and constitute and be paid as part of the teacher's regular salary. These salary increases shall be in addition to any other salary increase provided under the terms of this Agreement, and shall not be construed as "one-time only payments".

Extra-Curricular Salary Schedule

	2008-09	2009-10	2010-11	2011-12
Band	5,660	5,731	5,888	6,065
Custodian of School Monies	4,719	4,778	4,909	5,057
Twirlers	2,831	2,866	2,945	3,034
Twirlers Assistant	2,265	2,293	2,356	2,427
Color Guard	2,831	2,866	2,945	3,034
Drill Team	2,831	2,866	2,945	3,034
Student Council	3,396	3,438	3,533	3,639
Student Council Assistant	2,358	2,387	2,453	2,527
Yearbook	3,772	3,819	3,924	4,042
Yearbook Assistant	2,251	2,279	2,342	2,412
Yearbook Financial Advisor	1,603	1,623	1,668	1,718
Newspaper (6 issues)	2,831	2,866	2,945	3,034
Newspaper Assistant	2,075	2,101	2,159	2,223
Literary Magazine	2,831	2,866	2,945	3,034
Literary Magazine Assistant	1,888	1,912	1,964	2,023
Chorus	3,303	3,344	3,436	3,539
Senior Class Advisor	3,303	3,344	3,436	3,539
Senior Class Treasurer	2,075	2,101	2,159	2,223
Senior Class Play (Musical)	4,245	4,298	4,416	4,549
Senior Class Play (Drama)	3,303	3,344	3,436	3,539
Vocal Director (Musical)	2,358	2,387	2,453	2,527
Orchestra Director (Musical)	2,358	2,387	2,453	2,527
Choreographer (Musical)	1,697	1,718	1,765	1,818
Costumes	1,697	1,718	1,765	1,818
Set Design	1,697	1,718	1,765	1,818
Set Construction	1,697	1,718	1,765	1,818
Stage Crew	1,697	1,718	1,765	1,818
Makeup	1,132	1,146	1,178	1,213
Sales and Publicity	1,132	1,146	1,178	1,213
Senior Prom	1,697	1,718	1,765	1,818
Senior Masquerade	1,225	1,240	1,274	1,313
Junior Class Advisor	2,358	2,387	2,453	2,527
Junior Cotillion	1,414	1,432	1,471	1,515
Junior Cotillion Assistant	1,132	1,146	1,178	1,213
Sophomore Class Advisor	2,075	2,101	2,159	2,223
Art Services	2,358	2,387	2,453	2,527
National Honor Society	2,358	2,387	2,453	2,527
Freshman Class Advisor	1,888	1,912	1,964	2,023

HS and MS Clubs				
Interest Clubs	944	956	982	1,012
District-wide Clubs	2,358	2,387	2,453	2,527
Middle School Activities				
Band	1,414	1,432	1,471	1,515
Chorus	1,414	1,432	1,471	1,515
Newspaper	1,414	1,432	1,471	1,515
Student Council	1,603	1,623	1,668	1,718
Yearbook	1,210	1,225	1,259	1,297
8 th Grade Dance	944	956	982	1,012
Elementary School Activities				
Safety Patrol	944	956	982	1,012
Student Council	944	956	982	1,012
Literary Magazine (District-wide)	4,245	4,298	4,416	4,549
Literary Magazine Assistant	2,831	2,866	2,945	3,034
Intramurals	23.58	23.87	24.53	25.27

Coaches Salary Schedule

1. There shall be six categories of head coaches, as follows:

Head Coach I-A	Football
Head Coach I	Basketball, Wrestling
Head Coach II	Soccer, Ice Hockey, Baseball, Softball
Head Coach III	Cross Country, Winter Track, Spring Track, Swimming, Girls' Volleyball, Boys' Volleyball, Bowling
Head Coach IV	Cheering (per season), Golf, Tennis
Head Coach V	Middle School Intramural Coach (Winter Track, Girls' Volleyball, Boys' Volleyball)

2. Compensation for Head Coach I shall be \$7,548.

3. Compensation for other head coaches shall be based upon the following ratios:

Head Coach I-A	1.250
Head Coach II	0.875
Head Coach III	0.750
Head Coach IV	0.625
Head Coach V	no ratio

4. Compensation for assistant coaches shall be based upon a 0.67 ratio of the compensation for the head coach of the corresponding sport.

5. The rates based upon the indices identified above are as follows:

	2009-2010	2010-2011	2011-2012
Head Coach I-A	\$9,435	\$9,435	\$9,435
Assistant	\$6,321	\$6,321	\$6,321
Head Coach I	\$7,548	\$7,548	\$7,548
Assistant	\$5,057	\$5,057	\$5,057
Head Coach II	\$6,604	\$6,604	\$6,604
Assistant	\$4,425	\$4,425	\$4,425
Head Coach III	\$5,661	\$5,661	\$5,661
Assistant	\$3,793	\$3,793	\$3,793
Head Coach IV	\$4,717	\$4,717	\$4,717
Assistant	\$3,161	\$3,161	\$3,161
Head Coach V	\$2,000	\$2,000	\$2,000

Athletic Trainers

The terms and conditions for Athletic Trainers shall be as follows:

1. Athletic Trainers shall receive the same health benefits as other full-time employees in the collective bargaining unit.
2. Athletic Trainers shall have a thirty-five (35) hour work week, exclusive of the holidays identified for twelve-month employees in Part Three of the Agreement.
3. The work week for Athletic Trainers may be scheduled flexibly to accommodate the needs of the athletic program.
4. Athletic Trainers shall be ten-month employees. The work year shall run from August 15 through June 15. Athletic Trainers shall receive their annual salary as identified below in twenty equal payments from September 1 and through June 15.
5. Athletic Trainers shall be entitled to the same leave of absence rights as other full time employees in the collective bargaining unit.
6. All Athletic Trainers – Maximum Step:
Athletic trainers reaching the twentieth (20th) anniversary date of service in Woodbridge shall receive a salary increase of six hundred dollars (\$600). Athletic trainers reaching the twenty-first (21st) anniversary date of service in Woodbridge shall receive an additional salary increase of six hundred dollars (\$600), for a total of twelve hundred dollars (\$1200), which shall continue for all years thereafter. These salary increases shall be considered base salary and constitute and be paid as part of the athletic trainer's regular salary. These salary increases shall be in addition to any other salary increase provided under the terms of this Agreement, and shall not be construed as "one-time only payments".
7. Newly hired Athletic Trainers shall be hired at Step 1.
8. Athletic Trainers shall progress one step on the salary schedule for each year in which they are employed in the District.
9. Athletic Trainers shall be reimbursed for the use of their automobile during the workday in accordance with the requirements of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder.

Part Three

Custodial, Cafeteria, Transportation and Attendance Personnel

PART THREE

**ARTICLE I
WORK YEAR**

A. Ten-Month Employees

General cafeteria workers, which include all ten-month employees working in the cafeteria and 10-month cafeteria drivers, except cafeteria managers, shall work 175 school days. Cafeteria managers shall work 180 school days. School bus drivers shall work 180 school days and an additional two days prior to the opening of school.

B. Twelve-Month Employees

1. The work year for twelve-month employees shall begin July 1 and end June 30.
2. The regular work week for twelve-month employees other than custodians shall consist of five (5), eight (8) hour work days, Monday through Friday, inclusive. Third shift work commencing before midnight on Sunday or after midnight on Friday shall be considered as part of the regular work week.
3. The administration shall have the right to establish shifts for custodians with flexible hours and flexible days for a total work week of forty (40) hours. Custodians will be selected for duty assignments at the discretion of the administration regardless of seniority or date of hire, except as provided below. This right shall extend to all assignments without exception, including rover and stadium assignments and shift assignments. The administration shall have the right to assign the least senior custodian in each building to the following shifts:

- a. Tuesday through Saturday shift.
- b. Monday through Thursday plus Saturday shift with Friday off.

All other custodians shall work the Monday through Friday shift.

4. The following shall be paid holidays for all twelve-month employees, except twelve-month cafeteria workers:

LABOR DAY
COLUMBUS DAY
ELECTION DAY
VETERANS DAY
THANKSGIVING DAY & THE DAY AFTER
DECEMBER 24
DECEMBER 25
DECEMBER 31
JANUARY 1
MARTIN LUTHER KING'S BIRTHDAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY

5. For each holiday as identified above that school is in session, and for each holiday that falls on a non-work day, employees, except for cafeteria workers, shall be paid at one and one-half (1-1/2) times their hourly rate or shall receive one (1) compensatory day at the option of the employee to be scheduled by agreement with the immediate supervisor.
6. Employees, hired prior to September 1, 2000, shall receive their birthday as a holiday. In the event that an employee's birthday falls on a day which is not a work day, the employee shall be entitled to one compensatory day, but shall not be entitled to the benefit as set forth in paragraph 5 above.
7. When there is an early school dismissal on the workday before the Labor Day weekend, employees, with the exception of mechanics, shall have a work shift of five (5) hours. When December 31 falls on a Saturday, employees shall have a work shift of five (5) hours on December 30. When there is an early dismissal on the school day before the Thanksgiving or Winter recess, employees, with the exception of mechanics, shall have a work shift of five (5) hours. On such days, the night shift shall come in by noon and shall be responsible for securing the building before leaving. Mechanics must remain until buses have returned.
8. When school is adjourned to adjust for unused snow days, employees shall not be required to report to work.

C. Vacations for Twelve-Month Employees

1. Employees with less than five (5) years of service in Woodbridge shall be granted ten (10) work days vacation per year with pay; employees in their first year of service shall have such vacation time prorated according to their amount of service time.
2. Employees shall be granted three (3) weeks vacation time after five (5) years of service in Woodbridge.
3. Employees shall be granted one additional vacation day in each of the 11th through 15th years of service in Woodbridge.

11 years of service in Woodbridge	16 vacation days
12 years of service in Woodbridge	17 vacation days
13 years of service in Woodbridge	18 vacation days
14 years of service in Woodbridge	19 vacation days
15 years of service in Woodbridge	
and thereafter	20 vacation days
4. Employees, whose initial hire date was prior to September 1, 2000, who reach 20 years of service in Woodbridge shall be eligible for five (5) weeks vacation.
5. For the purpose of calculating vacation time due, a person's length of service shall be calculated from her/his first day of employment as reflected in the payroll records. For example: If the employee takes two weeks of vacation in July or August and her/his anniversary date of hire is October 15, and s/he has completed five years of service in Woodbridge, s/he is eligible for a third week of vacation after October 15. If the employee should request the additional week of vacation between the anniversary date of hire and July 1 of the next work year, assuming the request is granted, then the employee is not again

entitled to the third week of vacation until her/his anniversary date has again passed.

6. Vacation entitlement shall be based upon total service in Woodbridge.

D. Other Vacation Provisions

1. Vacation schedules shall be submitted through the building administrator to the Supervisor of Buildings and Grounds for approval.
2. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.
3. In case of layoff, discharge or retirement from employment, employees with at least six (6) months service shall be given prorated vacation pay.
4. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended by one additional work day.

**ARTICLE II
WORK SCHEDULE**

A. Twelve-Month Employee Work Day

1. The regular workday shall consist of eight (8) consecutive hours of work within a 24 hour period
2. All employees shall be scheduled for a regular work shift with a regular starting and ending time. Eight consecutive hours of work shall constitute a work shift. References to consecutive hours of work in the Article shall be generally construed to exclude lunch periods.
3. Each work shift shall include a lunch period to be scheduled, whenever possible, in the middle of that shift. The first shift shall have a thirty (30) minute unpaid lunch period, to be scheduled by the Building Principal or Supervising Custodian. The lunch period in the second and third shifts shall be thirty (30) minutes.
4. Employees shall have two (2) work breaks of fifteen (15) minutes each.
5. All employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision. The employer shall make the required facilities available. Clean-up time must be spent in the work facility.
6. Work schedules showing the employee's shifts, work days and hours shall be posted in his/her respective school.
7. Each employee is to sign time-in and time-out at the designated time log in the principal's office or at the particular work site. All custodial sign-in sheets must be forwarded to the Office of Buildings and Grounds each Monday morning.
8. When students are dismissed early due to excessive heat, day-shift employees shall be excused early, as follows:
 - a. Custodians shall be dismissed 60 minutes after student dismissal, as long as the custodian's building has been left in good order.

- b. Mechanics shall be dismissed 60 minutes after student dismissal. However on a rotating basis, two mechanics shall be assigned to stay until the end of the regular work shift.
- c. Food service employees shall be dismissed 60 minutes after student dismissal, as long as the food service employee's work area has been cleaned and prepared for the operations of the next day.

Night shift employees shall report to work at their regularly scheduled time.

B. Ten-Month Employee Work Day

1. The regular work day for full-time bus driver positions shall consist of eight (8) consecutive hours within a 24 hour period. This shall include an unpaid lunch period of no less than one (1) hour and no more than two (2) hours, to be scheduled near the middle of the work day. The regular workday for part-time bus drivers shall consist of five and one half (5-1/2) working hours within a 24 hour period. The contracted compensation for five and one-half (5-1/2) hour drivers shall be increased within thirty (30) days after said drivers are assigned new regular runs. Should such assignments be withdrawn from the drivers, their contracted compensation shall be appropriately reduced. However, in no case shall the contracted compensation be for fewer than five and one-half (5-1/2) hours per day, unless agreed to by the driver.
2. The regular work day shall be established prior to the beginning of the school year.
3. In the event that there are increases in the work assignments during the course of the year, the increases shall be given to the most senior employee who is assigned fewer than eight (8) hours per day and who desires such an increase, where administratively possible. The total number of hours constituting the basic work day, once established, shall not be reduced during the work year unless negotiated with the Association.
4. The regular work day shall be construed to exclude one hour for lunch.
5. Employees shall have two (2) work breaks of fifteen (15) minutes each.
6. All employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift.
7. Work schedules showing the employee's shifts, work days and hours shall be posted in her/his respective school.
8. When pupils and teachers are dismissed early, cafeteria workers shall be excused one-half hour beyond pupil dismissal time providing cafeteria cleaning duties have been completed.
9. In the event of a delayed opening, all cafeteria workers shall report to work one (1) hour later than their regular starting time without loss of pay.
10. Bus drivers shall not be required to perform regular late runs on the last workday before the winter recess.

C. Overtime Rates

1. Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- a. All work performed in excess of eight (8) hours in any work day.
 - b. All work performed in excess of forty (40) hours in any work week (except Building Inspection-Assigned Overtime Provision for building checks.)
 - c. All work performed before or after any scheduled work shift.
2. Double time, plus holiday pay, shall be paid for work on holidays, except as set forth in Article I.B.4 above.
 3. Double time shall be paid for 7th consecutive day, and on Sundays.
 4. If compensatory time off is used as the method of paying employees for overtime work, the overtime rate of pay shall be one and one-half (1-1/2) hours compensatory time for each hour of overtime worked. Overtime shall be in the form of one and one-half time pay, except where the employer and employee agree that it shall be in the form of compensatory time. Compensatory time, if applicable, is to be taken within sixty (60) days.

D. Overtime Distribution

1. Overtime work for twelve-month employees shall be distributed equally within each individual building to employees working within the same job classification. The distribution of overtime shall be equalized over each six (6) month period beginning on the first day of the calendar month following the effective date of this Agreement, or on the first day of any calendar month after this Agreement becomes effective. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at the time. If this employee does not accept this assignment, the employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. A record of the overtime hours worked by each employee shall be available to the Association on request.
2. Overtime work for bus drivers shall be distributed on the basis of seniority rotation as practiced. Rotation shall not be required in the case of an emergency. Drivers who accept overtime and cancel less than 48 hours prior to the assignment on two occasions in a school year will be skipped one rotation.

E. Other Overtime Provisions

1. Any employee called to work outside of her/his regularly scheduled shift shall be paid for a minimum of two (2) hours at the appropriate overtime rate.
2. If the call-time work assignment and the employee's regular shift overlap, the employee shall be paid at the appropriate overtime rate until s/he completes two (2) hours work. The employee shall then be paid for the balance of her/his regular work shift at the appropriate rate.
3. Employees assigned to building inspection shall be compensated at the appropriate overtime rate. Length of overtime shall be determined by the Supervisor of Buildings and Grounds.
4. If the custodian in charge cannot make the required weekend and holiday inspection(s), such duty shall be reassigned as per present practice, but s/he shall have deducted the proportionate amount of the assigned overtime

- provision, and her/his replacement shall be paid by the Board an amount appropriately proportionate of such overtime provision rate.
5. Overtime work shall be voluntary except in emergencies. There shall be no discrimination against any employee who declines to work overtime.
 6. Approved overtime shall be authorized by the Superintendent or his appointed designee(s) in accordance with Board policy. Except in the case of an emergency, employees shall receive forty-eight (48) hours advance notice of scheduled overtime.
 7. All other necessary and emergency overtime shall be approved by the Superintendent or his/her designee after recommendation by the Supervisor of Buildings and Grounds.
 8. All custodial overtime required for the use of a District facility shall be recommended by the Administrator in charge of such facility and subject to approval by the Superintendent or his/her designee.

ARTICLE III EMPLOYMENT PROCEDURES

A. Tenure

Custodians shall gain tenure upon completion of employment in the District of three (3) years and one (1) day.

B. License

1. All newly hired custodians must obtain a Black Seal Fireman's License upon initial employment.
2. Custodians shall be reimbursed the cost of the renewal of the Black Seal License.
3. Bus drivers shall be reimbursed the cost of the renewal of the Commercial Drivers License.

C. Placement on Salary Schedule

If an employee returns to employment in the District after voluntarily terminating her/his employment, s/he shall be given one-half credit for her/his previous experience.

D. Probation

All new custodians shall serve a three (3) year non-tenurable period. Written evaluations shall be prepared for each non-tenured custodian at the end of the first six (6) months of employment and at the end of each work year. All evaluations shall be submitted by the immediate supervisor to the Supervisor of Buildings and Grounds and the Assistant Superintendent for Personnel Services.

E. Resignation

1. Earned vacation shall be paid according to the proportion of full months worked to the total contract. There will be no vacation entitlement if the employee resigns before the end of a six-month period as an employee of the Board.
2. For example: a twelve-month employee eligible for fifteen (15) days of vacation who resigns after six (6) months of employment shall receive 6/12ths of 15 days, or 7-1/2 days.
3. Earned vacation pay upon retirement shall be processed and paid automatically without a requirement that the retiring employee make a request for payment.

F. Notification of Contract and Salary

All employees shall be notified of their contract and salary status for the ensuing year no later than June 15 for the following school year.

G. Transportation

1. Employees shall not be required to drive students or to use their personal automobile for Board business. Employees shall be compensated for mileage for any voluntary, authorized use of their automobile in accordance with the requirements of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder.
2. The Board shall cover all damages, losses, and expenses incurred by an employee arising out of the authorized use of her/his automobile in the performance of school duties by the non- ownership portion of the Board's fleet auto policy to the extent of \$500,000/\$1,000,000 as secondary insurance.

H. Hazardous Jobs

The Board will pay for all medical examinations for employees who are required to take such examinations due to health hazards, on approval of the Board Secretary.

I. Reporting for Work

1. All custodial personnel must report their absences by means of a tape machine at School #2&16, no later than two (2) hours prior to the start of their shift, in the event that they are unavailable for work.
2. All bus drivers, bus attendants and all other transportation personnel must report their absences by means of a tape machine at the Transportation Base no later than 6:00 a.m. or one (1) hour before the start of their shift, whichever is earlier, on the day on which they are unavailable for work.

J. Maintenance Work

All custodians agree to do minor maintenance work. Custodians shall not be required to perform major painting jobs or any major work that is customarily done by other craftsmen.

K. Weight Limit on Mail

Bus drivers shall not be required to pick up or deliver any parcel weighing more than twenty (20) pounds.

L. Bus Driver Vacancies

The most senior bus driver who works fewer than eight (8) hours per day will be appointed to any vacancy for an eight (8) hour position, should the Board decide to fill the vacancy, as long as the bus driver's performance has been consistently rated as satisfactory during his/her contractual employment.

**ARTICLE IV
SENIORITY**

A. Definition

The term seniority shall mean an employee's length of continuous service with the employer since her/his date of hire. However, seniority as a custodian shall be limited to service as a custodian.

B. Seniority List

A seniority list showing the continuous service of each employee will be available to the Association upon request. Length of continuous service as a substitute bus driver in the district immediately prior to employment under contract will serve as the first tie-breaker in cases of a tie in seniority. The second tie-breaker shall be by lottery.

C. Lay Off

If it becomes necessary to lay off employees for reason of reduction in force, employees in non-custodial positions shall be laid off in the reverse order of their seniority within each job category based upon district seniority. Only tenured custodians shall be assured of lay off in reverse order of their total seniority as a custodian.

D. Recall

Employees in non-custodial positions who have more than six months of service shall be recalled from layoff according to their seniority within the job classification being recalled. Tenured custodians shall be recalled from layoff according to their total seniority as a custodian. No substitute employee shall be hired until employees on layoff status have been given the opportunity to return to their job(s).

E. Reduction in Force

Any non-tenured employee having suffered loss of employment in the District as a result of reduction in force who is subsequently recalled within 18 months of the date on which the employee was terminated by reason of reduction in force shall:

1. Be placed on the step of the salary guide such employee would have occupied but for the reduction in force;
2. Be credited with unused sick leave accumulated during pre-reduction in force service; and
3. Be credited with such pre-reduction in force service for purposes of vacation benefits and subsequent seniority calculations.

F. Bumping

1. Any custodian whose job is eliminated due to a reduction in the work force, may exercise her/his seniority by bumping the least senior custodian.
2. The bumping rights of a twelve-month employee working in a non-custodial position shall be limited to that job category, except that s/he shall maintain any bumping rights which s/he acquired in a previously held tenurable position.
3. Any ten-month cafeteria employee, except cafeteria driver, whose job is eliminated due to a reduction in work force may exercise her/his seniority by bumping the least senior cafeteria employee in the same job classification. If no position is available in the same job classification at the same level s/he is working, high school or middle school, the employee shall bump the least senior general cafeteria worker. For example, if a cook/manager in a high school is laid off, s/he may bump the least senior cook/manager in a high school. If there is no person less senior in such position in a high school, the employee shall then bump the least senior general cafeteria worker.
4. In the event it becomes necessary to lay off cafeteria drivers, attendance counselors, bus attendants, or bus drivers, they shall be laid off in the reverse order of their seniority within their job classification only.

**ARTICLE V
SALARIES**

A. Salary Schedules

The salary of each employee is set forth in Part Three, Salary Schedules, which is attached hereto and made a part hereof. The salary schedule in Part Three shall not be applicable to part-time cafeteria workers hired subsequent to August 31, 2009. Cafeteria workers hired subsequent to August 31, 2009 shall be paid \$9.00 per hour and shall not be entitled to insurance benefits.

B. Twelve-Month Employee Differentials

Twelve-month employees shall receive shift differentials, as follows:

1. Custodians assigned to the night shift shall receive an hourly differential of \$.49 in 2009-2010, \$.50 in 2010-2011, and \$.52 in 2011-2012.
2. Mechanics who are certified to repair diesel engines shall receive a differential of \$1.40 in 2009-2010, \$1.44 in 2010-2011, and \$1.49 in 2011-2012 per hour.
3. An assignment differential of \$5000 shall be paid to Custodian/Heavy Equipment Operator, during such assignment on a prorated basis.
4. An assignment differential based upon an annual rate of \$2000 shall be paid to custodians during assignment to operation of a dump truck on a prorated basis who are assigned to the operation of a dump truck.
5. Custodians assigned to Buildings 2 and 16 as rovers shall receive an hourly differential of \$.25.

C. Ten-Month Employee Differentials

Ten-month employees shall receive differentials as follows:

1. Driver-trainers shall receive a differential of \$.92 in 2009-2010, \$.95 in 2010-2011, and \$.98 in 2011-2012 per hour for that time during which they are training another driver. For the purpose of calculating the rate for time worked in driver training beyond the regular work day, the appropriate overtime rate shall be applied to the hourly rate inclusive of the differential.
2. Bus drivers shall receive a differential of \$.85 in 2009-2010, \$.87 in 2010-2011, and \$.90 in 2011-2012 for late runs which finish after 5:00 pm. This differential shall be paid only from 5:00 pm until the end of the run.

D. Temporary Assignment

All employees, including custodians, who are assigned the responsibilities of a position which commands a higher rate of pay shall receive the higher rate of pay applicable to such assignment starting with the first day of such assignment.

E. Ten-Month Employee Holiday Pay

1. Employees, except for cafeteria workers, shall receive regular pay for eight (8) holidays per year to be paid on the last work day in a separate check. These holidays shall be:

Columbus Day	Washington's Birthday
Veterans Day	Lincoln's Birthday
Election Day	Memorial Day
Thanksgiving	Good Friday

2. In the same check, employees, except for cafeteria workers, shall receive an annual lump sum payment of seven hundred dollars (\$700), to be prorated if the employee works less than the entire year.
3. If any employee, except for cafeteria workers, leaves the District during the course of the year, payment shall be based on the number of holidays which occurred during his/her period of employment.
4. Employees, except for cafeteria workers, who work on any of the holidays identified above shall receive compensation at double time rate.

F. Ten-Month Cafeteria Workers Pay Disbursement

1. Ten-month cafeteria workers shall be paid for days worked according to the teachers' calendar in twenty (20) equal payments.

G. In-Service Training

Bus drivers shall receive additional compensation for any in-service training which is mandated in August and/or on any teacher in-service day, which is in addition to the regular work year of 182 days.

**ARTICLE VI
TEMPORARY SUMMER WORK**

A. Posting

Temporary summer positions shall be posted in each school in accordance with the procedure set forth in Part One, Article VII.A. of this Agreement

B. Board Rights

Nothing in this Article shall be construed to limit or restrict the absolute right of the Board of Education to employ or reject for employment any person, whether a member of the bargaining unit or not.

C. Summer Work

In May of each year, all anticipated summer work in the transportation department will be posted and opened up to bid by bus drivers and bus attendants. Seniority shall be a factor in all appointments made to summer work.

**ARTICLE VII
EVALUATION AND SUPERVISION**

A. Annual Reports

All employees shall be evaluated on prescribed forms at least once by June 1 of each school year. A meeting of each employee and her/his immediate supervisor to discuss the evaluation shall be held prior to submission of the evaluation to the Superintendent. If the employee is dissatisfied with the result of this conference, s/he shall be provided the opportunity for another conference accompanied by an Association Representative, if s/he so desires. The employee must advise the Administration in writing of her/his desire for this second conference within five (5) days of the original conference.

B. Rebuttal

An employee has the right to attach her/his comments to the evaluation at any time.

**ARTICLE VIII
UNIFORMS**

A. Custodians' Uniforms

The Board shall provide custodians with three (3) pants and ten (10) pocket tee shirts upon initial employment, and thereafter the Board shall provide two (2) additional pants and ten (10) pocket tee shirts each year. The Board shall provide one (1) winter jacket every two (2) years to each custodian.

B. Cafeteria Uniforms

The Board shall provide to cafeteria workers three (3) scrub style uniforms upon initial employment, and thereafter the Board shall provide two (2) additional scrub style uniforms each year. Cafeteria uniforms shall be made available in both a regular and a lightweight material. The Board shall also provide at least two (2) ponchos per vehicle for cafeteria drivers.

C. Bus Drivers' Uniforms

The Board shall provide three (3) uniforms to bus drivers and bus attendants upon initial employment, and thereafter the Board shall provide two (2) additional uniforms each year. The Board shall provide one (1) winter jacket to bus drivers, bus attendants, and cafeteria drivers every two (2) years. The Board also shall provide one (1) poncho per vehicle, such poncho to remain with the vehicle.

D. Mechanics' Uniforms

The Board shall provide six (6) uniforms per year for all mechanics. The Board shall also provide an annual reimbursement to each mechanic for the purchase of work boots, not to exceed one hundred dollars (\$100) per year, upon presentation of a receipt, acceptable in form and substance to the Supervisor of Transportation and Food Services.

E. Requirements

1. All employees are required to wear the uniforms and a photo identification provided by the Board at all times when on duty.
2. An employee reporting for work out of uniform shall report to the immediate supervisor and explain the reason for being out of uniform.
3. In the event this occurs more than once and following discussion of the matter with the Supervisor of Buildings and Grounds or the Supervisor of Transportation and Food Services, an out-of-uniform employee shall be sent home to change into uniform. The time away from work shall be unpaid.

F. Foul-Weather Gear

The Board shall maintain one set of foul-weather gear for each custodian assigned to outside duty and four (4) sets of foul-weather gear for the garage.

G. Tool Allotment

Each mechanic shall receive with submission of original receipts reimbursement for the purchase of tools in an amount of up to six hundred dollars (\$600) for the duration of this agreement. Upon termination of employment, all tools purchased under this provision shall become the property of the Board.

**ARTICLE IX
MISCELLANEOUS**

A. Physical Examinations

1. The Board may require any or all employees to submit to a physical examination; however, such physical examination shall not be required more frequently than every two (2) years. The examination shall be given by a physician appointed by the Board, and the cost of such examination shall be borne by the Board. At the option of the employee, the examination may be given by the employee's personal physician. In such event, however, the cost shall be borne by the employee.
2. All employees new to the District shall be required to submit to a physical examination and may, under certain circumstances, be required to submit to a chest x-ray before they may begin employment, the cost of such examination and chest x-ray, if applicable, shall be borne by the employee. An additional examination may be required for promotional appointment.
3. If the Board provides the opportunity, employees may receive flu shots at the expense of the Board.

B. In-Service

All employees may be required to participate in in-service training during each work year, such programs to be scheduled for ten-month employees on days that students do not report to school.

C. Maintenance of Skills

All personnel shall be expected to maintain a satisfactory level of the skills required by their job.

D. Fingerprinting

The Board shall pay the cost of fingerprinting for bus drivers upon renewal of their licenses.

**Salary Schedule
Ten Month Employees**

Cafeteria I-General Employees

2008-2009	2009-2010	2010-2011	2011-2012
A 20.42	A 20.42	A 20.42	A 20.42
B 18.38	B 12.68	B 12.68	B 12.68
C 16.33			
D 14.30			

Cafeteria II-Cafeteria Driver

2008-2009	2009-2010	2010-2011	2011-2012
A 22.37	A 22.37	A 22.37	A 22.37
C 17.90	C 17.90	C 17.90	C 17.90

Cafeteria V-Middle School Mgr./High School Ass't Mgr.

2008-2009	2009-2010	2010-2011	2011-2012
A 25.53	A 25.53	A 25.53	A 25.53
B 22.98	B 22.98	B 22.98	B 22.98
C 20.42	C 20.42	C 20.42	C 20.42
D 17.88	D 17.88	D 17.88	D 17.88

Cafeteria VI-High School Mgr.

2008-2009	2009-2010	2010-2011	2011-2012
A 26.76	A 26.76	A 26.76	A 26.76
B 24.07	B 24.07	B 24.07	B 24.07
C 21.40	C 21.40	C 21.40	C 21.40
D 18.72	D 18.72	D 18.72	D 18.72

Bus Drivers

2008-2009	2009-2010	2010-2011	2011-2012
A 27.92	A 28.27	A 29.05	A 29.92
B 25.14	B 25.45	B 26.15	B 26.94
C 22.34	C 22.62	C 23.24	C 23.94
D 19.56	D 19.80	D 20.35	D 20.96

Salary Schedule
Twelve Month Employees

Custodians 2008-2009	Custodians 2009-2010	Custodians 2010-2011	Custodians 2011-2012
A 45,649	A 46,220	A 47,491	A 48,915
B 41,084	B 41,598	B 42,741	B 44,024
C 36,519	C 36,975	C 37,992	C 39,132
D 31,954	D 32,353	D 33,243	D 34,240
Driver/Trainer 2008-2009	Driver/Trainer 2009-2010	Driver/Trainer 2010-2011	Driver/Trainer 2011-2012
A 53,625	A 54,295	A 55,788	A 57,462
B 48,262	B 48,865	B 50,209	B 51,715
C 42,901	C 43,437	C 44,632	C 45,971
D 37,538	D 38,007	D 39,052	D 40,224
Attendance 2008-2009	Attendance 2009-2010	Attendance 2010-2011	Attendance 2011-2012
A 61,680	A 62,451	A 64,168	A 66,093
B 55,513	B 56,207	B 57,753	B 59,485
C 49,344	C 49,961	C 51,335	C 52,875
D 43,177	D 43,717	D 44,919	D 46,266
Mechanic 2008-2009	Mechanic 2009-2010	Mechanic 2010-2011	Mechanic 2011-2012
A 57,896	A 58,620	A 62,232	A 62,039
B 52,106	B 52,757	B 54,208	B 55,834
C 46,316	C 46,895	C 48,185	C 49,630
D 40,527	D 41,034	D 42,162	D 43,427
District Service Mgr 2008-2009	District Service Mgr 2009-2010	District Service Mgr 2010-2011	District Service Mgr 2011-2012
A 70,879	A 71,765	A 73,739	A 75,951
B 63,791	B 64,588	B 66,365	B 68,356
C 56,703	C 57,412	C 58,991	C 60,760
D 49,615	D 50,235	D 51,617	D 53,165

**All Employees
Maximum Step**

1. Employees reaching the twentieth (20th) anniversary date of service in Woodbridge shall receive a salary increase of six hundred dollars (\$600). Employees reaching the twenty-first (21st) anniversary date of service in Woodbridge shall receive an additional salary increase of six hundred dollars (\$600), for a total of twelve hundred dollars (\$1200), which shall continue for all years thereafter. These salary increases shall be considered base salary and constitute and be paid as part of the employee's regular salary. These salary increases shall be in addition to any other salary increase provided under the terms of this Agreement, and shall not be construed as "one-time only payments".
2. This provision shall be implemented using a common anniversary date of employment of July 1. For example: An employee who completes twenty (20) years of service to the District by June 30, 2009 will receive a \$600 increase in compensation for the maximum step during the 2009-2010 school year and a \$1200 increase in compensation for the maximum step during the 2010-2011 school year and all years thereafter.

Part Four

Secretaries

PART FOUR

**ARTICLE I
WORK YEAR**

A. Ten-Month Secretaries

1. The work year for ten-month secretaries shall begin September 1 and end June 30, except that the work year for the position of Chief Secretary I shall include the last five workdays in August.
2. With the permission of the Assistant Superintendent for Personnel Services, an elementary principal may authorize the Chief Secretary I in his/her building to work two additional days during the summer recess, to be paid on voucher at his/her regular hourly rate

B. Twelve-Month Secretaries

1. The work year for twelve-month secretaries shall begin July 1 and end June 30.
2. Twelve-month secretaries will not work during the Winter recess or Spring recess.

C. Common Provisions and Holidays

1. The regular work week for secretaries shall consist of five (5) seven-hour days, Monday through Friday, inclusive.
2. Secretaries shall not be required to work on "storm days".
3. Holidays
 - a. Secretaries shall not be required to work on any of the following days:
LABOR DAY
YOM KIPPUR
ROSH HASHANAH
COLUMBUS DAY
ELECTION DAY
VETERANS DAY
THANKSGIVING DAY
& THE DAY AFTER
DECEMBER 24
DECEMBER 25
DECEMBER 31
JANUARY 1
MARTIN LUTHER KING'S BIRTHDAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
GOOD FRIDAY
EASTER MONDAY
MEMORIAL DAY
INDEPENDENCE DAY
 - b. For each holiday as identified above that school is in session, and for each holiday that falls on a non-work day, secretaries shall be paid at one and

one-half (1-1/2) times their hourly rate or shall receive one (1) compensatory day at the option of the secretary to be scheduled by agreement with the immediate supervisor.

- c. Secretaries shall not report to work on days schools are closed for the NJEA Convention. If it becomes necessary for a secretary to report to work on one or both days because of an emergency, s/he will be paid in accordance with Article V and the Salary Schedule.
- d. Employees hired prior to September 1, 2000, shall receive their birthday as a holiday. In the event that an employee's birthday falls on a day which is not a work day, the employee shall be entitled to one compensatory day, but shall not be entitled to the benefit as set forth in paragraph b above.

D. Vacations

Vacation schedules must be approved by the immediate supervisor and the Superintendent of Schools or the Board Secretary, where applicable.

1. Twelve-Month Entitlement

- a. Vacation entitlement shall be determined by a common anniversary date of July 1.
- b. Secretaries' entitlement for their first year of employment shall be a pro-rata based on the number of full months worked prior to July 1. New secretaries shall accrue one day of vacation for each full month worked prior to July 1st, not to exceed ten (10) days by the first July 1st anniversary date.
- c. Secretaries shall be granted three (3) weeks vacation time after five (5) years of service in Woodbridge.
- d. Secretaries shall be granted one additional vacation day in each of the 11th through 15th years of service in Woodbridge.

11 years of service in Woodbridge	16 vacation days
12 years of service in Woodbridge	17 vacation days
13 years of service in Woodbridge	18 vacation days
14 years of service in Woodbridge	19 vacation days
15 years of service in Woodbridge	
and thereafter	20 vacation days
- e. Secretaries, whose initial hire date was prior to September 1, 2000, who reach twenty (20) years of service in Woodbridge shall be eligible for five (5) weeks vacation.
- f. Vacation entitlement shall be based upon total service in Woodbridge.
- g. Vacation entitlement for each secretary shall be computed as indicated in the chart set forth below. The chart employs a hypothetical starting date of November 1, 1977 of a full-time secretary.

Starting Date of November 1, 1977

Date of Entitlement	No. of Vacation Days
7/1/78	8 Prorated Days
7/1/79	2 weeks
7/1/80	2 weeks
7/1/81	2 weeks

7/1/82	3 weeks
7/1/83	3 weeks
7/1/84	3 weeks
7/1/85	3 weeks
7/1/86	3 weeks
7/1/87	3 weeks
7/1/88	3 weeks + 1 day
7/1/89	3 weeks + 2 days
7/1/90	3 weeks + 3 days
7/1/91	3 weeks + 4 days
7/1/92	4 weeks
7/1/97	5 weeks

E. Other Provisions

- a. Twelve-month secretaries shall typically schedule vacations during the months of July and August. However, secretaries and their supervisors may, by mutual agreement, arrange for vacations at times other than July and August. Final approval for such arrangement must come from the Assistant Superintendent for Personnel Services or the Board Secretary, where applicable. Approval shall not be denied arbitrarily.
- b. If, due to extraordinary circumstances, some portion of a secretary's vacation entitlement is not taken within the calendar year, the secretary may request, in writing, permission from the Assistant Superintendent for Personnel Services or the Board Secretary, where applicable, to take the unused vacation entitlement by January 1 of the next school year. If such circumstances prevail that the secretary is unable to take those unused days or portion thereof by January 1 of the next school year, the secretary may request from the Assistant Superintendent for Personnel Services or the Board Secretary, where applicable, payment for the unused vacation days at her/his regular rate of pay. Such payment will be made as promptly as possible, but not later than six weeks after the request is granted.

**ARTICLE II
WORK SCHEDULE**

A. Work Day

1. The regular work day for secretaries shall consist of seven (7) hours.
2. Secretaries shall be entitled to a work break of fifteen (15) minutes each morning and of fifteen (15) minutes each afternoon.
3. When pupils and teachers are dismissed early, secretaries shall be excused one-half hour beyond pupil dismissal time; however, secretaries will be required to work for a full day when pupils are dismissed but teachers are required to be on duty, either in the classroom, at conferences, or at in-service programs.

B. Overtime

1. Compensation for any work performed in excess of seven (7) hours in one day or thirty-five (35) hours in one week shall be at the appropriate overtime rate. For the purpose of calculating the number of hours worked in a given week, each day not worked for reason of compensation time, sick or personal leave or a holiday will count for seven (7) hours of work.
2. The overtime rate for Sundays and Holidays shall be double the regular hourly rate. Otherwise, the overtime rate shall be one and one-half times the regular hourly rate.
3. The Association recognizes that circumstances sometimes require that secretaries work overtime. Both parties agree that overtime shall be kept to a minimum.
4. The regular hourly rate shall be established by dividing the base salary by the number of hours in the work year. For this purpose, the work year for twelve-month secretaries shall be 240 days, and the work year for ten-month secretaries shall be 200 days.
5. With the permission of her/his immediate supervisor, secretaries may take compensatory time in lieu of overtime pay, to be established at the same rate as overtime.
6. All other necessary and emergency overtime shall be approved by the Superintendent or his/her designee.

**ARTICLE III
EMPLOYMENT PROCEDURES**

A. Proscribed Duties

1. The Board recognizes that secretaries in elementary schools of 500 pupils or more are faced with an especially heavy burden, and principals shall use whatever resources are available to them to relieve the secretaries of the responsibility of completing the student registers.
2. Secretaries shall not be required to do any clerical or secretarial work for organizations or clubs unless specifically directed to do so by her/his immediate supervisor.
3. An assistant secretary who is requested to take dictation may refuse to perform the task, and such refusal shall be without prejudice to the employment of the assistant secretary.
4. Employees covered by this Agreement shall not be required or requested to administer any medication in violation of state statute or state administrative regulations.

B. Placement on Salary Schedule

If a secretary returns to employment in the District after voluntarily terminating her/his previous employment as a secretary in the District, s/he shall be given full credit for one-half of her/his previous experience.

C. Probation

All new secretaries shall serve a three (3) year non-tenurable period. Written evaluations shall be prepared on all secretaries during this period at the end of the first six (6) months and at the end of each school year, and submitted in writing by the immediate supervisor to the Assistant Superintendent for Personnel Services. Satisfactory growth and performance must be in evidence in order for the individual to continue and/or be recommended for permanent status. A recommendation for permanent appointment shall be submitted by the immediate supervisor to the Assistant Superintendent for Personnel Services at least sixty (60) days prior to the first eligible day for permanent appointment.

D. Job Titles

1. In each two person office there shall be at least one Chief Secretary.
2. In each office of three or more persons, there shall be at least one Chief Secretary and one Secretary.
3. Chief Secretaries and Secretaries in these offices shall be twelve-month employees.

E. Resignation

1. Earned vacation shall be paid according to proportion of full months worked to the total contract. There will be no vacation entitlement if the secretary resigns before the end of a six-month period as an employee of the Board.
2. For example: a secretary eligible for fifteen (15) days of vacation who resigns after six (6) months of employment shall receive $\frac{6}{12}$ ths of 15 days, or 7-1/2 days.
3. Earned vacation pay upon retirement shall be processed and paid automatically without a requirement that the retiring secretary make a request for payment.

F. Notification of Contract and Salary

Secretaries shall be notified of their contract and salary status for the ensuing year no later than April 30 for the following school year.

G. Assigned Duties

A job description manual for all existing clerical jobs shall be made available to the Association. Discussion shall be held with the Association when revisions are contemplated on any existing job description. Secretaries shall receive a copy of their specific job description.

H. Transportation

1. Secretaries shall not be required to drive students or to use their personal automobile for Board business. Secretaries shall be compensated for mileage for any voluntary, authorized use of their automobile in accordance with the requirements of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder.
2. The Board shall cover all damages, losses, and expenses incurred by a secretary arising out of the authorized use of his/her automobile in the performance of

school duties by the non-ownership portion of the Board's fleet auto policy to the extent of \$500,000/\$1,000,000 as secondary insurance.

ARTICLE IV SENIORITY AND JOB SECURITY

A. General Provisions

1. Any secretary whose employment is terminated as a result of a reduction in force (RIF) shall be entitled to exercise seniority rights as established in this Article.
2. Seniority, as used in this section, means total years of service in the District, regardless of position held within the bargaining unit. For example, a secretary who serves as a ten-month secretary for seven years and then as a twelve-month secretary for four years (or vice-versa) shall be credited with eleven years seniority for purposes of bumping.
3. Secretaries suffering loss of employment as a result of a reduction in force shall be entitled to re-employment based on seniority in the event of the occurrence of a vacancy in a position for which they are qualified.
4. Any secretary having suffered loss of employment in the District as a result of reduction in force who is subsequently recalled by the District not later than two years following termination of employment by reason of reduction in force, shall:
 - a. Be placed on the step of the salary guide such secretary would have occupied but for the reduction in force;
 - b. Be credited with unused sick leave accumulated during pre-reduction in force service; and
 - c. Be credited with such pre-reduction in force service for purposes of vacation benefits and subsequent seniority calculations.

B. Bumping Rights of Chief Business Secretary and Administrative Secretaries

1. If the position of Chief Business Secretary is eliminated, the Chief Business Secretary exercising bumping rights shall do so in the next lowest job schedule in which there is a secretary with less seniority. For example: the Chief Business Secretary's job is eliminated due to a reduction in force. Therefore, the Chief Business Secretary bumps the least senior Chief Secretary IV (other than Chief Bookkeeper or Chief Payroll Secretary) who has less seniority than the Chief Business Secretary, or if none, in the Chief Secretary III schedule, or if none, then in lower schedules in descending order.
2. Administrative secretaries, including the Administrative Secretaries in the Office of the Superintendent, Administrative Secretary to the Board Secretary and Administrative Secretaries in the Office of Personnel Services, shall first bump the least senior administrative secretary.
3. Where there is no administrative secretary with less seniority, the administrative secretary exercising bumping rights shall do so in any chief secretary category in which s/he was previously employed or, if none, in the category of twelve-

month secretary. If there is no twelve-month secretary with less seniority, the administrative secretary whose job is being eliminated will bump the least senior twelve-month assistant secretary who has less seniority than the administrative secretary, or if none, then in lower schedules in descending order.

C. Bumping Rights of Chief Secretaries and Twelve-Month Secretaries (Other Than Chief Bookkeeper, Chief Payroll Secretary)

1. A Chief Secretary or a twelve-month secretary shall first bump the least senior secretary within the same schedule.
2. When there is no secretary within the same schedule with less seniority, the secretary exercising bumping rights shall do so in the next lowest job schedule in which there is a secretary with less seniority. For example, a Chief Secretary IV's job is eliminated due to a reduction in force. That secretary bumps the Chief Secretary IV with the least seniority (other than Chief Bookkeeper or Chief Payroll Secretary). If there are no secretaries within the same schedule with less seniority, the Chief Secretary IV whose job is eliminated will bump the least senior secretary in Chief Secretary III (who has less seniority than the Chief Secretary IV), or if none, in Chief Secretary II or if none, then in lower schedules in descending order.
3. The entitlement of the secretaries working as Assistant Bookkeeper and Assistant Chief Payroll Secretary to bump less senior secretaries in lower schedules in accordance with the above will be subject to their being qualified for the position into which they seek to bump. Qualification, if not already established, shall be established by passing the standard secretarial or assistant secretary tests, as applicable, given to new applicants for such positions.

D. Bumping Rights of Chief Bookkeeper

1. In the event that the Chief Bookkeeper's employment is terminated by reason of a reduction in force, the Chief Bookkeeper shall first be entitled to bump the Assistant Bookkeeper, if s/he has less seniority than the Chief Bookkeeper.
2. If there is no less senior Assistant Bookkeeper, then the Chief Bookkeeper shall be entitled to bump the least senior secretary having less seniority in the twelve-month secretary schedule, or if none, then in lower schedules in descending order if, and only if, the Chief Bookkeeper is qualified for such positions. Qualifications, if not already established, shall be established by passing the standard secretarial or assistant secretary tests, as applicable, given to new applicants for such positions.

E. Bumping Rights of Chief Payroll Secretary

1. In the event that the Chief Payroll Secretary's employment is terminated by reason of a reduction in force, the Chief Payroll Secretary shall first be entitled to bump the Assistant Chief Payroll Secretary, if s/he has less seniority than the Chief Payroll Secretary.
2. If there is no less senior Assistant Chief Payroll Secretary, then the Chief Payroll Secretary shall be entitled to bump the least senior secretary having less

seniority in the twelve-month secretary schedule, or if none, then in lower schedules in descending order if, and only if, the Chief Payroll Secretary is qualified for such positions. Qualifications, if not already established, shall be established by passing the standard secretarial or assistant secretary tests, as applicable, given to new applicants for such positions.

F. Bumping Rights of Bookkeepers and Twelve-Month Secretaries

1. Any twelve-month bookkeepers and twelve-month secretaries whose employment is terminated as a result of a reduction in force shall first bump the least senior among the twelve-month bookkeepers and twelve-month secretaries collectively. That is to say, the relative seniority of all twelve-month bookkeepers and twelve-month secretaries shall, for purposes of this paragraph, be designated on a single seniority list.
2. When there are no secretaries among the twelve-month bookkeepers and twelve-month secretaries collectively with less seniority, the secretary being terminated shall then bump the least senior secretary having less seniority in lower schedules in descending order if, and only if, the twelve-month bookkeeper or twelve-month secretary is qualified for such positions. Qualifications, if not already established, shall be established by passing the standard secretarial or assistant secretary tests, as applicable, given to new applicants for such positions.

G. Bumping Rights of Chief Secretaries I

1. Any ten-month secretary whose employment is terminated as a result of a reduction in force shall first bump the least senior ten-month secretary.
2. If there are no ten-month secretaries with less seniority, the ten-month secretary whose job is eliminated will bump the least senior ten-month assistant secretary with less seniority than the ten-month secretary whose employment is terminated.
3. If there are no ten-month assistant secretaries with less seniority, the ten-month secretary whose job is eliminated shall bump the least senior twelve-month secretary or twelve-month Accounting Clerk collectively who has less seniority than the ten-month secretary whose employment is terminated.

H. Bumping Rights of Ten-Month Assistant Secretaries

1. Any ten-month assistant secretary whose employment is terminated as a result of a reduction in force shall first bump the least senior ten-month assistant secretary.
2. If there are no ten-month assistant secretaries with less seniority, the ten-month assistant secretary whose job is eliminated will bump the least senior twelve-month assistant secretary who has less seniority than the ten-month assistant secretary whose employment is terminated.

**ARTICLE V
SALARIES**

A. Salary Schedule

The salary of each secretary is set forth in Part Four, Salary Schedules, which is attached hereto and made a part hereof.

B. Temporary Assignments

In the event a supervisor specifically assigns a secretary the responsibilities of a position which commands a higher rate of pay, that secretary shall receive the higher rate of pay applicable to such assignment effective on the first full day of such assignment.

C. Level Movement

Secretaries shall move to the next salary level of the Salary Schedule on the appropriate anniversary date of her/his employment.

D. Summer Work

Chief Secretary I shall work the last five (5) workdays in August. The pay for that period shall be a two and one-half (2-1/2) percent differential of their regular annual salary for that year and shall be paid by September 15 in a separate check.

E. Computer Use Differential

All secretaries who are regularly assigned to computer work shall receive a differential of two and one-half percent (2-1/2%) of their annual salary, except that the differential shall only be paid to those secretaries first employed prior to July 1, 1997.

**ARTICLE VI
TEMPORARY SUMMER WORK**

A. Posting

Temporary summer positions shall be posted in each school and advertised on the District website and on Woodbridge Channel 36 in accordance with the procedure as set forth in Part One, Article VII of this Agreement.

B. Board Rights

Nothing in this Article shall be construed to limit or restrict the absolute right of the Board to employ or reject for employment any person, whether a member of the bargaining unit or not.

C. Rate of Pay

Any ten-month secretary employed in temporary summer positions shall be compensated at the regular hourly rate of a twelve-month assistant secretary on Step 0 of the salary guide. Any ten-month secretary or paraprofessional who works as

secretary in the Pace program shall be compensated at the regular hourly rate of a twelve-month assistant secretary on the first step of the salary schedule.

ARTICLE VII SUPERVISION AND EVALUATION

A. Supervision

1. Secretaries shall work under the direction of an assigned supervisor who will assign and schedule work to be done, establish reasonable and fair due dates for work, and monitor performance.
2. No secretary shall be required to work without supervision for extended periods of time.

B. Other Procedures in Supervisory Program

1. Secretaries will be given a copy of any evaluation report prepared by their supervisor at least one day before the conference for the purpose of discussion. No such report shall be submitted to central administration, placed in a secretary's file, or otherwise acted upon until the secretary has had a conference with the observer.
2. All monitoring or observation of the work performance of a secretary will be conducted openly, where possible in the opinion of the administrator.
3. Information on evaluations and conferences shall be accessible to no party except the building and central administrators, the immediate supervisor, the secretary involved and the Board, if necessary.

C. Annual Evaluation Reports

Secretaries shall be evaluated on the District prescribed forms at least once each school year by her/his immediate supervisor and/or the building administrator, with the assistance of the Superintendent or her/his designee or the Board Secretary or her/his designee, where applicable.

ARTICLE VIII TRAINING AND DEVELOPMENT

A. In-Service

1. The Board shall provide voluntary in-service courses for secretaries each year, if possible.
2. On the annual in-service day for teachers, the Board may arrange for appropriate in-service opportunities for secretaries.

B. Tuition Reimbursement

Secretaries shall be eligible for tuition reimbursement for job related college credit courses. Reimbursement will be made under the following conditions:

1. Prior approval of the course must be obtained from the Office of Personnel Services.
2. Courses must be job related.
3. All courses eligible for tuition reimbursement must be successfully completed.
4. Tuition reimbursement shall be the following amounts: \$672 in 2009-2010, \$691 in 2010-2011, and \$712 in 2011-2012.
5. Transcripts must be filed in the office of the Director by October 15 for payment in November, by March 15 for payment in April and by July 15 for payment in September.

C. Maintenance of Skills

All secretaries shall be expected to maintain a satisfactory level of skill appropriate to their job responsibilities.

Secretaries Salary Schedule

2009-2010		2010-2011		2011-2012	
Assistant-10	Chief I	Assistant-10	Chief I	Assistant-10	Chief I
11	41,861	11	43,012	11	44,303
10	39,349	10	40,431	10	41,644
9	36,838	9	37,851	9	38,987
8	35,582	8	36,561	8	37,658
7	34,326	7	35,270	7	36,328
6	33,489	6	34,410	6	35,443
5	32,652	5	33,550	5	34,557
4	31,814	4	32,689	4	33,670
3	31,187	3	32,045	3	33,006
2	30,558	2	31,399	2	32,341
1	29,931	1	30,754	1	31,677
0	29,303	0	30,109	0	31,013
Assistant-12	Chief II	Assistant-12	Chief II	Assistant-12	Chief II
11	50,239	11	51,620	11	53,169
10	47,224	10	48,523	10	49,978
9	44,209	9	45,425	9	46,788
8	42,703	8	43,877	8	45,193
7	41,195	7	42,328	7	43,597
6	40,191	6	41,296	6	42,535
5	39,185	5	40,263	5	41,471
4	38,181	4	39,231	4	40,408
3	37,428	3	38,457	3	39,611
2	36,673	2	37,682	2	38,812
1	35,920	1	36,908	1	38,015
0	35,167	0	36,134	0	37,218
Bookkeepers	Chief III	Bookkeepers	Chief III	Bookkeepers	Chief III
11	50,921	11	52,321	11	53,891
10	47,865	10	49,181	10	50,656
9	44,810	9	46,042	9	47,424
8	43,282	8	44,472	8	45,807
7	41,754	7	42,902	7	44,189
6	40,737	6	41,857	6	43,113
5	39,718	5	40,810	5	42,035
4	38,699	4	39,764	4	40,957
3	37,936	3	38,979	3	40,149
2	37,172	2	38,194	2	39,340
1	36,408	1	37,409	1	38,532
0	35,645	0	36,625	0	37,724

Secretaries	Chief IV	Secretaries	Chief IV	Secretaries	Chief IV
11 52,557	11 66,376	11 54,002	11 68,201	11 55,622	11 70,247
10 49,403	10 62,393	10 50,761	10 64,109	10 52,284	10 66,032
9 46,250	9 58,411	9 47,522	9 60,017	9 48,947	9 61,818
8 44,673	8 56,419	8 45,901	8 57,971	8 47,278	8 59,710
7 43,096	7 54,428	7 44,281	7 55,925	7 45,610	7 57,602
6 42,045	6 53,100	6 43,201	6 54,561	6 44,497	6 56,198
5 40,994	5 51,773	5 42,121	5 53,197	5 43,385	5 54,793
4 39,943	4 50,446	4 41,042	4 51,833	4 42,273	4 53,388
3 39,154	3 49,449	3 40,231	3 50,809	3 41,438	3 52,334
2 38,366	2 48,454	2 39,421	2 49,787	2 40,604	2 51,280
1 37,577	1 47,458	1 38,611	1 48,763	1 39,769	1 50,226
0 36,789	0 46,463	0 37,801	0 47,740	0 38,935	0 49,173

Admin Sec I

A	60,295
B	56,738
C	53,275

Admin Sec I

A	61,954
B	58,299
C	54,740

Admin Sec I

A	63,812
B	60,048
C	56,382

Admin Sec II

A	69,458
B	65,455
C	61,469

Admin Sec II

A	71,368
B	67,255
C	63,159

Admin Sec II

A	73,509
B	69,273
C	65,054

**All Secretaries
Maximum Step**

1. Secretaries reaching the twentieth (20th) anniversary date of service in Woodbridge shall receive a salary increase of six hundred dollars (\$600). Secretaries reaching the twenty-first (21st) anniversary date of service in Woodbridge shall receive an additional salary increase of six hundred dollars (\$600), for a total of twelve hundred dollars (\$1200), which shall continue for all years thereafter. These salary increases shall be considered base salary and constitute and be paid as part of the secretary's regular salary. These salary increases shall be in addition to any other salary increase provided under the terms of this Agreement, and shall not be construed as "one-time only payments".
2. This provision shall be implemented using a common anniversary date of employment of July 1. For example: A secretary who completes twenty (20) years of service to the District by June 30, 2009 will receive a \$600 increase in compensation for the maximum step during the 2009-2010 school year and a \$1200 increase in compensation for the maximum step during the 2010-2011 school year and all years thereafter.

Part Five

Paraprofessionals, Bus Attendants, Clerical and Health Aides

PART FIVE

ARTICLE I WORK YEAR

A. Limitations

The work year for employees shall be the same as the teacher work year, except that the work year for clerical aides shall also include three workdays before and three workdays after the teacher work year.

B. School Calendar

1. The parties recognize the authority and duty of the Board pursuant to New Jersey law to promulgate a school calendar.
2. School calendars shall be forwarded in writing to all employees within ten (10) school days after adoption by the Board.
3. If changes in any adopted calendars are contemplated, employees will be given ten (10) school days written notice, except in cases of emergency.

ARTICLE II WORK SCHEDULE

A. Full-Time Employees

1. The regular work schedule for full-time paraprofessionals and full-time health aides shall be for six and one-half (6-1/2) hours per day to be scheduled consistent with the school day.
2. Full-time paraprofessionals and full-time health aides shall have a duty-free, unpaid lunch period of thirty (30) minutes duration between 11:00 am and 1:30 pm.
3. Full-time paraprofessionals and full-time health aides shall have two (2) work breaks of fifteen (15) minutes, one in the morning and one in the afternoon.
4. Full-time paraprofessionals and full-time health aides shall be dismissed early from work without loss of pay on any day that schools are closed early due to events such as inclement weather or electrical failure.
5. On three (3) possible early dismissal days, specifically the days prior to Thanksgiving, Winter recess, if applicable, and the last day of school in June, full-time paraprofessionals and full-time health aides may leave at the time of student dismissal with no loss in pay.

B. Part-Time Employees

1. The regular work schedule for clerical aides, health aides and part-time paraprofessionals shall be for three (3) hours per day between 8:00 am and 3:30 pm.

2. Part-time employees shall be dismissed early from work without loss of pay on any day that schools are closed early due to events such as inclement weather or electrical failure.
3. On three (3) possible early dismissal days, specifically the days prior to Thanksgiving, Winter recess, if applicable, and the last day of school in June, part-time employees may leave at the time of student dismissal with no loss in pay.

C. Bus Attendants

The regular work schedule for bus attendants shall be for four (4) hours per day between 7:00 am and 4:00 pm.

D. Overtime

1. Compensation for any work performed in excess of seven (7) hours in one day, thirty-five (35) hours in one week shall be at the appropriate overtime rate. For the purpose of calculating the number of hours worked in a given week, each day not worked for reason of compensation time, sick or personal leave shall count for seven (7) hours of work.
2. The overtime rate for Sundays and Holidays shall be double the regular hourly rate. Otherwise, the overtime rate shall be one and one-half (1-1/2) times the regular hourly rate.

**ARTICLE III
EMPLOYMENT PROCEDURES**

A. Placement on Salary Schedule

1. Level movement on the salary schedule shall take place on the anniversary date of employment.
2. If an employee returns to employment in the school system after voluntarily terminating her/his previous employment in the system, then such person shall be given one-half (1/2) credit for her/his previous experience.

B. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year no later than April 30 for the following school year.

C. Transportation

1. Employees shall not be required to drive students. Employees shall be compensated for any voluntary, authorized use of their automobiles for mileage in accordance with the requirements of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder.
2. The Board shall cover all damages, losses, and expenses incurred by an employee arising out of the authorized use of her/his automobile in the performance of school duties by the non-ownership portion of the Board's fleet auto policy to the extent of \$500,000/\$1,000,000 as secondary insurance.

**ARTICLE IV
SENIORITY AND JOB SECURITY**

A. Definition

1. Any employee whose employment is terminated as a result of a reduction in force (RIF) shall be entitled to exercise seniority rights as established in this Article.
2. Seniority, as used in this section, means total years of service in the District, in any of the following categories: full-time paraprofessional, part-time paraprofessional, clerical aide, full-time health aide, part-time health aide, and bus attendant. Seniority in one category shall not carry over to another category.
3. Nothing in this Article shall be deemed or interpreted to confer tenure upon the members of this bargaining unit. The parties recognize that bargaining unit members are not entitled to statutory tenure and accept this Article with that specific limitation.

B. Recall

1. Employees suffering loss of employment as a result of a reduction in force shall be entitled to re-employment based on seniority in the event of the occurrence of a vacancy in a position within the bargaining unit for which they are qualified.
2. Any employee having suffered loss of employment in the District as a result of a reduction in force who is subsequently recalled by the District shall:
 - a. Be placed on the step of the salary guide such employee would have occupied but for the reduction in force;
 - b. Be credited with unused sick leave accumulated during pre-reduction in force service; and
 - c. Be credited with pre-reduction in force service for purposes of subsequent seniority calculations.

**ARTICLE V
SALARIES**

A. Salary Schedule

The salary of each employee is set forth in the Salary Schedule which is attached hereto and made a part hereof.

B. Certification

A paraprofessional who earns a certificate by completing an Associate degree or higher or an employee who meets the New Jersey Department of Education's requirement for Title I paraprofessional certification shall receive a differential of ten (10) percent over and above the regular hourly rate of the paraprofessional.

C. Holiday Pay

1. Employees shall receive regular pay for eight (8) holidays per year to be paid on the last work day in a separate check. These holidays shall be:

Columbus Day	Washington's Birthday
Veterans Day	Lincoln's Birthday
Election Day	Memorial Day
Thanksgiving	Good Friday
2. In the same check they shall receive an annual lump sum payment of seven hundred dollars (\$700), to be prorated if the employee works less than the entire year.
3. If any employee leaves the District during the course of the year, payment shall be based on the number of holidays which occurred during his/her period of employment.
4. Employees who work on any of the holidays identified above shall receive compensation at double time rate.

D. Skills Differential

Paraprofessionals who are given assignments, which require special skills, such as Braille or signing, shall receive an hourly differential of \$1.21 in 2009-2010, \$1.25 in 2010-2011, and \$1.29 in 2011-2012 for the time spent on such assignment. Paraprofessionals assigned to children who require toileting or who have special hygiene needs shall receive an hourly differential of \$1.21 in 2009-2010, \$1.25 in 2010-2011, and \$1.29 in 2011-2012.

**ARTICLE VI
TEMPORARY WORK**

A. Posting

Temporary summer positions shall be posted in each school and advertised on the District website and on Woodbridge Channel 36 in accordance with the procedure as set forth in Part One, Article VII.A of this Agreement.

B. Board Rights

Nothing in this Article shall be construed to limit or restrict the absolute right of the Board to employ or reject for employment any person, whether a member of the bargaining unit or not.

C. Rate of Compensation

1. Paraprofessional positions in summer programs, such as Pace, shall be covered by this agreement, and all employees who work in such positions, whether employed by the Board or not during the course of the school year as paraprofessionals or in some other capacity, shall be compensated at the appropriate rate of pay identified in Article V above.

2. Employees, including clerical aides, health aides and bus attendants, who do work outside of their regular assignment shall be compensated at their regular rate identified on the appropriate salary scale.

D. Chief Secretary Substitution

Clerical aides shall receive their regular rate of pay for all time worked substituting for a Chief Secretary I.

**ARTICLE VII
SUPERVISION AND EVALUATION**

A. Supervision

1. Employees shall work under the direction of an assigned supervisor who will assign and schedule work to be done, establish reasonable and fair due dates for work, and monitor performance.
2. No employee shall be required to work without supervision for extended periods of time.

B. Other Procedures in Supervisory Program

1. Employees will be given a copy of any evaluation report prepared by their supervisor at the conference for the purpose of discussion. No such report shall be submitted to central administration, placed in an employee's file, or otherwise acted upon until the employee has had a conference with the observer.
2. All monitoring or observation of the work performance of an employee will be conducted openly, where possible in the opinion of the administrator.
3. Information on evaluations and conferences shall be accessible to no party except the building and central administrators, the immediate supervisor, the employee involved and the Board, if necessary.
4. Only authorized clerical personnel shall prepare such reports.

C. Annual Evaluation Reports

All employees covered by this Agreement shall be evaluated on the District-prescribed forms at least once each school year by her/his immediate supervisor and/or the building administrator, with the assistance of the Assistant Superintendent for Personnel Services or her/his designee.

**ARTICLE VIII
TRAINING AND DEVELOPMENT**

A. Tuition Reimbursement

Employees shall be eligible for tuition reimbursement for job-related college credit courses. Reimbursement will be made under the following conditions:

1. Prior approval of the course must be obtained from the office of the Office of Personnel Services.
2. Courses must be job-related.
3. All courses eligible for tuition reimbursement must be successfully completed.
4. Tuition reimbursement shall be in the following amounts: \$672 in 2009-2010, \$691 in 2010-2011, \$712 in 2011-2012.
5. Transcripts must be filed in the office of the Director by October 15 for payment in November, by March 15 for payment in April and by July 15 for payment in September.

Salary Schedule

2008-2009

Paras FT

A 20.42
 B 18.38
 C 16.33
 D 14.30

2009-2010

Paras FT

A 20.68
 B 18.61
 C 16.53
 D 14.48

2010-2011

Paras FT

A 21.24
 B 19.12
 C 16.99
 D 14.88

2011-2012

Paras FT

A 21.88
 B 19.70
 C 17.50
 D 15.32

Paras PT

A 19.93
 B 17.93
 C 15.94
 D 13.95

Paras PT

A 20.18
 B 18.15
 C 16.14
 D 14.12

Paras PT

A 20.73
 B 18.65
 C 16.58
 D 14.51

Paras PT

A 21.36
 B 19.21
 C 17.08
 D 14.95

Bus Attendants

A 16.99
 B 15.27
 C 13.56
 D 11.88

Bus Attendants

A 17.20
 B 15.46
 C 13.73
 D 12.03

Bus Attendants

A 17.68
 B 15.89
 C 14.11
 D 12.36

Bus Attendants

A 18.21
 B 16.36
 C 14.53
 D 12.73

Clerical Aides

A 16.99

Clerical Aides

A 17.20

Clerical Aides

A 17.68

Clerical Aides

A 18.21

Health Aides

A 19.22

Health Aides

A 19.46

Health Aides

A 20.00

Health Aides

A 20.60

All Employees Maximum Step

1. Employees reaching the twentieth (20th) anniversary date of service in Woodbridge shall receive a salary increase of six hundred dollars (\$600). Employees reaching the twenty-first (21st) anniversary date of service in Woodbridge shall receive an additional salary increase of six hundred dollars (\$600), for a total of twelve hundred dollars (\$1200), which shall continue for all years thereafter. These salary increases shall be considered base salary and constitute and be paid as part of the employee's regular salary. These salary increases shall be in addition to any other salary increase provided under the terms of this Agreement, and shall not be construed as "one-time only payments".
2. This provision shall be implemented using a common anniversary date of employment of July 1. For example: An employee who completes twenty (20) years of service to the District by June 30, 2009 will receive a \$600 increase in compensation for the maximum step during the 2009-2010 school year and a \$1200 increase in compensation for the maximum step during the 2010-2011 school year and all years thereafter.

Part Six

School Aides

PART SIX

ARTICLE I WORK YEAR

A. Limitations

The work year for school aides shall be for 180 days, consistent with the student calendar.

B. School Calendar

1. The parties recognize the authority and duty of the Board pursuant to New Jersey law to promulgate a school calendar.
2. School calendars shall be forwarded in writing to all employees within ten (10) school days after adoption by the Board.
3. If changes in any adopted calendars are contemplated, employees will be given ten (10) school days written notice, except in cases of emergency.

ARTICLE II WORK SCHEDULE

A. Regular Schedule

1. The regular work schedule for school aides shall be for no fewer than two (2) hours per day to be scheduled consistent with the elementary lunch schedule.
2. When there is no scheduled lunch period, the school aides' work schedule will be for two (2) hours per day during the abbreviated school day and consistent with individual building needs.

B. Additional Work

School aides may work additional hours by mutual agreement of the employee and the Board.

ARTICLE III EMPLOYMENT PROCEDURES

A. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year no later than April 30 for the following school year.

B. Transportation

1. Employees shall not be required to drive students. Employees shall be compensated for any voluntary, authorized use of their automobiles for mileage in accordance with the requirements of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder.

2. The Board shall cover all damages, losses, and expenses incurred by an employee arising out of the authorized use of her/his automobile in the performance of school duties by the non-ownership portion of the Board's fleet auto policy to the extent of \$500,000/\$1,000,000 as secondary insurance.

ARTICLE IV SENIORITY AND JOB SECURITY

A. Definition

1. Any employee whose employment is terminated as a result of a reduction in force (RIF) shall be entitled to exercise seniority rights as established in this Article.
2. Seniority, as used in this section, means total years of service in the District, in the capacity of school aide.
3. Nothing in this Article shall be deemed or interpreted to confer tenure upon the members of this bargaining unit. The parties recognize that bargaining unit members are not entitled to statutory tenure and accept this Article with that specific limitation.

B. Recall

1. Employees suffering loss of employment as a result of a reduction in force shall be entitled to re-employment based on seniority in the event of the occurrence of a vacancy in a school aide position.
2. Any employee having suffered loss of employment in the District as a result of a reduction in force who is subsequently recalled by the District shall:
 - a. Be credited with unused sick leave accumulated during pre-reduction in force service; and
 - b. Be credited with pre-reduction in force service for purposes of subsequent seniority calculations.

ARTICLE V SALARIES

A. Rate of Pay

The hourly rate of pay for school aides shall be \$12.45 in 2009-2010, \$12.80 in 2010-2011, and \$13.18 in 2011-2012.

B. Insurance

School aides are not entitled to any health insurance benefits, health insurance protection, or maximum step payment.

**ARTICLE VI
TEMPORARY WORK**

A. Hot Lunch Program

Employees who are assigned the duties of the hot lunch program shall receive compensation for no fewer than seven (7) additional hours of work per month at their regular rate of pay.

B. Work Outside of Regular Assignment

School aides who are assigned to substitute or perform other temporary assignments shall be paid at the school aide rate. Additionally, school aides may accept such work only if (1) it can be performed outside of their regularly contracted hours or (2) the work is approved by their building principal and the Assistant Superintendent for Personnel Services.

**ARTICLE VII
SUPERVISION AND EVALUATION**

A. Supervision

1. Employees shall work under the direction of an assigned supervisor who will assign and schedule work to be done, establish reasonable and fair due dates for work, and monitor performance.
2. No employee shall be required to work without supervision for extended periods of time.

B. Other Procedures in Supervisory Program

1. Employees will be given a copy of any evaluation report prepared by their supervisor at the conference for the purpose of discussion. No such report shall be submitted to central administration, placed in an employee's file, or otherwise acted upon until the employee has had a conference with the observer.
2. All monitoring or observation of the work performance of an employee will be conducted openly, where possible in the opinion of the administrator.
3. Information on evaluations and conferences shall be accessible to no party except the building and central administrators, the immediate supervisor, the employee involved and the Board, if necessary.
4. Only authorized clerical personnel shall prepare such reports.

C. Annual Evaluation Reports

All employees covered by this Agreement shall be evaluated on the District-prescribed forms at least once each school year by her/his immediate supervisor and/or the building administrator, with the assistance of the Assistant Superintendent for Personnel Services or her/his designee.

Part Seven

Technical Employees

PART SEVEN

**ARTICLE I
WORK YEAR**

A. Work Year

1. The work year shall begin July 1 and end June 30.
2. Employees will not work during the Winter recess or Spring recess.

B. Common Provisions and Holidays

1. The regular work week shall consist of five (5) seven-hour days, Monday through Friday, inclusive.
2. Employees shall not be required to work on "storm days".
3. Holidays

- a. Employees shall not be required to work on any of the following days:

LABOR DAY
YOM KIPPUR
ROSH HASHANAH
COLUMBUS DAY
ELECTION DAY
VETERANS DAY
THANKSGIVING DAY
& THE DAY AFTER
DECEMBER 24
DECEMBER 25
DECEMBER 31
JANUARY 1
MARTIN LUTHER KING'S BIRTHDAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
GOOD FRIDAY
EASTER MONDAY
MEMORIAL DAY
INDEPENDENCE DAY

- b. For each holiday as identified above that school is in session, and for each holiday that falls on a non-work day, employees shall be paid at one and one-half (1-1/2) times their hourly rate or shall receive one (1) compensatory day at the option of the employee to be scheduled by agreement with the immediate supervisor.
- c. Employees shall not report to work on days schools are closed for the NJEA Convention. If it becomes necessary for an employee to report to work on one or both days because of an emergency, s/he will be paid in accordance with the Salary Schedule.
- d. Employees hired prior to September 1, 2000, shall receive their birthday as a holiday. In the event that an employee's birthday falls on a day which is

not a work day, the employee shall be entitled to one compensatory day, but shall not be entitled to the benefit as set forth in paragraph b above.

C. Vacations

Vacation schedules must be approved by the immediate supervisor and the Superintendent of Schools or the Board Secretary, where applicable.

1. Entitlement

- a. Vacation entitlement shall be determined by a common anniversary date of July 1.
- b. Employees' entitlement for their first year of employment shall be a pro-ration based on the number of full months worked prior to July 1. New employees shall accrue one day of vacation for each full month worked prior to July 1st, not to exceed ten (10) days by the first July 1st anniversary date.
- c. Employees shall be granted three (3) weeks vacation time after five (5) years of service in Woodbridge.
- d. Employees shall be granted one additional vacation day in each of the 11th through 15th years of service in Woodbridge.
 - 11 years of service in Woodbridge 16 vacation days
 - 12 years of service in Woodbridge 17 vacation days
 - 13 years of service in Woodbridge 18 vacation days
 - 14 years of service in Woodbridge 19 vacation days
 - 15 years of service in Woodbridge
and thereafter 20 vacation days
- e. Employees, whose initial hire date was prior to September 1, 2000, who reach 20 years of service in Woodbridge shall be eligible for five (5) weeks vacation.
- f. Vacation entitlement shall be based upon total service in Woodbridge.
- g. Vacation entitlement for each employee shall be computed as indicated in the chart set forth below. The chart employs a hypothetical starting date of November 1, 1977 of a full-time employee.

Starting Date of November 1, 1977

Date of Entitlement	No. of Vacation Days
7/1/78	8 Prorated Days
7/1/79	2 weeks
7/1/80	2 weeks
7/1/81	2 weeks
7/1/82	3 weeks
7/1/83	3 weeks
7/1/84	3 weeks
7/1/85	3 weeks
7/1/86	3 weeks
7/1/87	3 weeks
7/1/88	3 weeks + 1 day
7/1/89	3 weeks + 2 days
7/1/90	3 weeks + 3 days

7/1/91	3 weeks + 4 days
7/1/92	4 weeks
7/1/97	5 weeks

D. Other Provisions

1. Employees shall typically schedule vacations during the months of July and August. However, employees and their supervisors may, by mutual agreement, arrange for vacations at times other than July and August. Final approval for such arrangement must come from the Assistant Superintendent for Personnel Services or the Board Secretary, where applicable. Approval shall not be denied arbitrarily.
2. Vacations are not cumulative. Vacations must be taken in the school year in which they are earned.

**ARTICLE II
WORK SCHEDULE**

A. Work Day

1. During the school year, the regular workday shall consist of eight (8) hours inclusive of a one (1) hour lunch. During the summer (July and August), the regular workday shall consist of seven and one-half (7 1/2) hours inclusive of a one-half (1/2) hour lunch.
2. Employees shall be entitled to a work break of fifteen (15) minutes each morning and of fifteen (15) minutes each afternoon.
3. When pupils and teachers are dismissed early, employees shall be excused one-half hour beyond pupil dismissal time; however, employees will be required to work for a full day when pupils are dismissed but teachers are required to be on duty, either in the classroom, at conferences, or at in-service programs. This provision does not apply to early dismissals due to excessive heat.

B. Overtime

1. Compensation for any work performed in excess of eight (8) hours in one day or forty (40) hours in one week shall be at the appropriate overtime rate. For the purpose of calculating the number of hours worked in a given week, each day not worked for reason of compensation time, sick or personal leave or a holiday will count for eight (8) hours of work.
2. The overtime rate for Sundays and Holidays shall be double the regular hourly rate. Otherwise, the overtime rate shall be one and one-half times the regular hourly rate.
3. The Association recognizes that circumstances sometimes require that employees work overtime. Both parties agree that overtime shall be kept to a minimum.
4. The regular hourly rate shall be established by dividing the base salary by the number of hours in the work year. For this purpose, the work year shall be 240 days.

5. With the permission of the Assistant Superintendent for Curriculum and Instruction or his/her designee, employees may take compensatory time in lieu of overtime pay, to be established at the same rate as overtime.
6. All overtime must be approved, in advance and in writing, by the Assistant Superintendent for Curriculum and Instruction or his/her designee.

ARTICLE III EMPLOYMENT PROCEDURES

A. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year no later than April 30 for the following school year.

B. Probation

All employees shall serve a six (6) month probationary period. The Board may discharge any employee as a consequence of the employee's conduct during the first six (6) months of employment in the District without application of the just cause test and without appeal by the employee to the grievance procedure. Any such discharge shall require notice to the employee within forty-five (45) days of the employee's six (6) month anniversary date of employment.

ARTICLE IV SENIORITY AND JOB SECURITY

A. Definition

1. Any employee whose employment is terminated as a result of a reduction in force (RIF) shall be entitled to exercise seniority rights as established in this Article.
2. Seniority, as used in this article, means total years of service within a job category within the bargaining unit.
3. Nothing in this Article shall be deemed or interpreted to confer tenure upon the members of this bargaining unit. The parties recognize that bargaining unit members are not entitled to statutory tenure and accept this Article with that specific limitation.

B. Layoff and Recall

1. In the event of a reduction in force, employees shall be laid off in reverse order of their seniority within their job category.
2. Employees suffering loss of employment as a result of a reduction in force shall be entitled to re-employment based on seniority in the event of the occurrence of a vacancy in their job category.
3. Any employee having suffered loss of employment in the District as a result of a reduction in force who is subsequently recalled by the District shall:

- a. Be credited with unused sick leave accumulated during pre-reduction in force service; and
- b. Be credited with pre-reduction in force service for purposes of subsequent seniority calculations.

ARTICLE V SUPERVISION AND EVALUATION

A. Supervision

1. Employees shall work under the direction of an assigned supervisor who will assign and schedule work to be done, establish reasonable and fair due dates for work, and monitor performance.
2. No employee shall be required to work without supervision for extended periods of time.

B. Other Procedures in Supervisory Program

1. Employees will be given a copy of any evaluation report prepared by their supervisor at the conference for the purpose of discussion. No such report shall be submitted to central administration, placed in an employee's file, or otherwise acted upon until the employee has had a conference with the observer.
2. All monitoring or observation of the work performance of an employee will be conducted openly, where possible in the opinion of the administrator.
3. Information on evaluations and conferences shall be accessible to no party except the building and central administrators, the immediate supervisor, the employee involved and the Board, if necessary.
4. Only authorized clerical personnel shall prepare such reports.

C. Annual Evaluation Reports

All employees covered by this Agreement shall be evaluated on the District-prescribed forms at least once each school year by her/his immediate supervisor and/or the building administrator, with the assistance of the Assistant Superintendent for Personnel Services or her/his designee.

ARTICLE VI UNIFORMS

The Board shall provide employees with five (5) work shirts per year.

ARTICLE VII TRAINING AND TRAVEL EXPENSES

A. Training

The Board may provide out-of-district training opportunities, with no cost to employees, which are adequate to ensure that employees maintain skills levels

appropriate to their assignments, in the discretion of the Superintendent of Schools and with the prior written approval of the Assistant Superintendent of Curriculum and Instruction or his/her designee.

B. Travel Expenses

The Board shall make every effort to ensure that employees are supplied with a district vehicle when travel during the workday is required. In the event that a district vehicle is not available for workday travel, the employee shall be reimbursed in accordance with the requirements of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder for the use of his/her personal automobile on voucher submitted.

**ARTICLE VIII
SALARIES**

A. Salary Schedule

Salaries shall be established in accordance with the Technical Employees Salary Schedule.

B. Level Movement

Employees shall move to the next salary level of the salary schedule on the common anniversary date of July 1, following a minimum of six months employment as a technical employee by the Board.

Technical Employees Salary Schedule

2008-2009	2009-2010	2010-2011	2011-2012
Coordinator	Coordinator	Coordinator	Coordinator
1 67,100	1 67,939	1 69,807	1 71,901
2 64,416	2 65,221	2 67,015	2 69,025
3 61,061	3 61,824	3 63,524	3 65,430
4 57,371	4 58,088	4 59,686	4 61,476
5 55,022	5 55,710	5 57,242	5 58,959
 Technician	 Technician	 Technician	 Technician
1 43,250	1 43,791	1 44,955	1 46,345
2 41,520	2 42,039	2 43,195	2 44,491
3 39,358	3 39,850	3 40,946	3 42,174
4 36,979	4 37,441	4 38,471	4 39,625
5 35,465	5 35,908	5 36,896	5 38,003
 Help Desk	 Help Desk	 Help Desk	 Help Desk
1 34,420	1 34,850	1 35,809	1 36,883
2 33,043	2 33,456	2 34,376	2 35,407
3 31,322	3 31,714	3 32,586	3 33,563
4 29,429	4 29,797	4 30,616	4 31,535
5 28,224	5 28,577	5 29,363	5 30,244

Maximum Step

1. Full-time employees reaching the twentieth (20th) anniversary date of service in Woodbridge shall receive a salary increase of six hundred dollars (\$600). Full-time employees reaching the twenty-first (21st) anniversary date of service in Woodbridge shall receive an additional salary increase of six hundred dollars (\$600), for a total of twelve hundred dollars (\$1200), which shall continue for all years thereafter. These salary increases shall be considered base salary and constitute and be paid as part of the employee's regular salary. These salary increases shall be in addition to any other salary increase provided under the terms of this Agreement, and shall not be construed as "one-time only payments".
2. This provision shall be implemented using a common anniversary date of employment of July 1. For example: An employee who completes twenty (20) years of service to the District by June 30, 2009 will receive a \$600 increase in compensation for the maximum step during the 2009-2010 school year and a \$1200 increase in compensation for the maximum step during the 2010-2011 school year and all years thereafter.