

March, 2006

AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF THE WESTWOOD REGIONAL SCHOOL DISTRICT
AND
WESTWOOD EDUCATION ASSOCIATION

JULY 1, 2005 - JUNE 30, 2008

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ARTICLE 1

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations, concerning terms and conditions of employment for all certificated, secretarial and clerical personnel employed by the Board, but excluding:

1. Adult School Teachers
2. Substitute Teachers
3. Director of Student Services
4. Supervisors
5. Vice Principals
6. Principals
7. Central Office Administrators
8. Director of Curriculum and Instruction
9. Secretary to the Superintendent
10. Secretary to the Director of Curriculum and Instruction
11. Secretary to the Business Administrator/Board Secretary
12. Budget Bookkeepers and Payroll Bookkeepers
13. Custodial/Maintenance Personnel
14. Computer Technicians

B. Definition of Employee

Unless otherwise indicated, the term "employee(s)" when used hereinafter in this Agreement, shall refer to all professional employees and to all secretarial and clerical represented by the Association in the negotiating unit as above defined.

C. Definition of Teacher

Unless otherwise indicated, the term "teachers" when used herein after in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

D. Definition of Secretary

Unless otherwise indicated, the term "secretaries" when used hereinafter in this Agreement, shall refer to all secretarial and clerical personnel represented by the Association in the negotiating unit as above defined.

ARTICLE 2

SUCCESSOR AGREEMENT

A. Negotiations

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employee(s) employment. Any Agreement negotiated shall apply to the employee(s) defined in Article 1, shall be reduced to writing, shall be ratified by the Association, shall be adopted by the Board, and shall be signed by the Association and the Board.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURES

A. Definition

A grievance is a claim by an employee(s) or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting an employee(s) or group of employee(s). The term grievance shall not apply to any matter which (1) a method of review is prescribed by State Law or State Board of Education Rule having the force and effect of law, or (2) the Board is without authority to act or (3) a complaint of a non-tenured employee(s) arises by reason of the final decision of the Board not to re-employ the employee(s). For the purpose of this Article, the term employee(s) shall mean also a group of employee(s) having the same grievance.

B. Procedure

The Association may process a grievance on behalf of specified employee(s) or on its own behalf. An employee(s) shall have the right to present the grievance or designate representatives of the Westwood Education Association. A grievance to be considered under this procedure must be initiated by the grievant within twenty (20) school days of the action or deed which prompted the grievance.

1. Level One - Principal

- a. The grievant shall discuss the grievance first with his/her Principal or immediate superior in an attempt to resolve the matter informally at that level.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, he/she shall, within ten (10) school days, set forth his/her complaint in writing to the Principal or Supervisor. The Principal or Supervisor shall communicate the decision to the grievant in writing within five (5) school days of receipt of the written complaint. Failure to respond in the required amount of time shall automatically move the grievance to level two unless there is a mutual agreement for a delay or postponement.

2. Level Two - Superintendent

The grievant may appeal the Principal's or Supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be filed within ten (10) school days and must be made in writing setting forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Principal or Supervisor, shall confer with the concerned parties and, upon request with the grievant or Principal (Supervisor) separately. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate the decision in writing, along with supporting reasons, to the grievant and the Principal or Supervisor. Failure to respond in the required amount of time shall automatically move the grievance to Level Three unless there is mutual agreement for a delay or postponement.

3. Level Three - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he/she may, within ten (10) school days, request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant if requested, and render a decision in writing within twenty (20) school days.

4. Level Four - Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at the Board level, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board of Education, the grievant may, within ten (10) school days after the decision by the Board of Education or thirty (30) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit

the grievance to arbitration within ten (10) school days after receipt of a request by the grievant. Decisions of the Board at Level Three in the following matters shall be final and such decisions shall not be subject to arbitration under this Agreement:

- 1) any matter for which a method of review is prescribed by law.
 - 2) any rules or regulations of the State Commissioner of Education.
 - 3) any matter which, according to law, is either beyond the scope of Board authority or is limited to action by the Board alone.
 - 4) a complaint of an employee which arises by reason of his/her not being re-employed, including, but not limited to, his/her non-reappointment to any position which is not-tenurable under law.
- b. Within ten (10) school days after written notice of submission to arbitration, the Board and the Association shall request a list of arbitrators from the Public Employment Relations Commission (P.E.R.C.). This request may be made by either party and both parties shall then be bound by the rules and procedures of P.E.R.C.
- c. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association. Effective with mutual ratification of the 2005-2008 Agreement, the decision of the arbitrator shall be final and binding on the parties. The authority of the arbitrator is limited to the interpretations, application or the compliance with the provision of this Agreement, and the arbitrator shall have no authority to modify, add to, subtract from, or in any way alter any of the terms of this Agreement, and shall be bound by all applicable New Jersey and Federal Statutes, the Constitutions of the State of New Jersey and of the United States, and all decisions of the Commissioner of Education, the State Board of Education, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey.
- d. The fees and expenses of the arbitrator are the only costs which shall be shared by the Board and the Association and such costs will be shared equally. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE 4

TEACHERS' WORK YEAR AND WORK DAY

A. In-School Work Year

1. The in-school work year for the existing Westwood teaching staff shall not exceed one hundred eighty-four (184) days. All days when teacher attendance is required shall be included in said number of days. Teaching staff members new to the district may be required to attend two (2) additional orientation days prior to the start of their first school year.
2. Guidance Counselors first employed on or after July 1, 1999, who are assigned to a position below Grade 9 shall work the teacher work year plus ten (10) days in the period from the day after the last teacher work day in one year and the first teacher work day in the next year. Such days will not be scheduled between July 1st and August 15th. The additional ten (10) days will be scheduled in blocks of at least five (5) consecutive work days. If fewer than five (5) work days remain between the last teacher day of the school year and July 1, these counselors may be assigned days in blocks fewer than five (5) days in June. Notification of the scheduled days will be given in writing to the affected guidance counselors by June 1st each year. Guidance counselors working these additional ten (10) days will be paid at the rate of 1/184th of the guidance counselor's salary in effect at the time the work is performed.

B. In-School Work Day

The normal in-school workday for Grades K-6 shall end fifteen (15) minutes after the conclusion of the existing (1991-1992) student day. For Grades 7-12, the normal in-school workday shall end ten (10) minutes after the conclusion of the existing (1991-1992) student day. Teachers will make themselves available during these times to provide assistance to students and/or to arrange for extra help as provided in Paragraph G below. It is understood, however, that on Fridays or days immediately prior to a holiday, teachers may leave five (5) minutes after student dismissal. Teachers shall report to the building at least ten (10) minutes before the beginning of the student day.

1. Mid Term Week - All students in grades 7-12 shall be dismissed at a time to ensure that a minimum legal attendance day is complete (4 hours). Following a normal grade level lunch period, the remainder of the normal school day shall consist of grading and scoring of tests and other professional activities for those staff members not involved in the grading of tests.
2. All students in grades Kindergarten - Grade 6 shall be dismissed at a time to ensure that a minimum legal attendance day is completed (4 hours). Following a normal grade level lunch period, the remainder of the normal school day shall consist of parent conferences and other professional activities. The dates for this activity shall be determined by the Superintendent of Schools. A maximum of four (4) days shall be allowed for each set of activities.

3. Duty Period - Duty periods shall be defined as a non-teaching assignment. Duty assignments shall be assigned on an equitable basis (with the exclusion of Nurses). Duties shall be rotated on an annual basis at the secondary level. The following is a list of duties: Homeroom, Hall, Lunch, Study Hall, Office Duty, Locker Room, ITV Supervision and In-School Suspension.
4. The in-school workday for teacher(s) who are employed on a 4/5 basis shall be determined on the basis of a thirty-two hours work week. The superintendent or his/her designee shall develop a schedule which sets forth the beginning and ending of the work day for each day of the work week; provided, however that
 1. the maximum teaching periods for teachers in grades seven (7) through twelve (12) shall be four (4) per day.
 2. the maximum teaching sessions for teachers in grades kindergarten through grade four (4) shall be a full morning or afternoon session or four full days.
 3. the maximum teaching sessions for teachers in grades five (5) and six (6) shall be six periods per day.Compensation shall be calculated on the basis of 4/5 of the appropriate step of the salary guide. It is not the Board of Education's intent to hire teacher(s) for less than on a 4/5 or a 32 hour basis for the sole purpose of not providing health care insurance protection. Nothing, however, will prevent the Board of Education from hiring teacher(s) on a different fractional part-time basis where there exists an educational need therefore.

Article 4, Section B-4 shall continue to exist only if the health care provider for the Westwood Regional Schools is the New Jersey State Health Benefits Plan.

C. In-School Work Load Grades 7-12

Except as provided herein, all teachers in grades seven (7) through twelve (12) may be assigned up to five (5) teaching periods, one duty period and a homeroom each day. The Board may assign, on a rotating basis, a sixth teaching period under the following conditions:

1. volunteers have been sought and a sufficient number have not applied;
2. no more than a maximum of three (3) sixth teaching periods shall be assigned per department at any one time;
3. assignment to a sixth teaching period shall be in lieu of a professional period:
 - a. A professional period shall be established for each junior/senior high school teacher, except for those teachers who have a sixth teaching period.
 - b. Activities shall be designed collaboratively by administration and staff to a maximum of 30 periods per teacher. Activities may include:

- (1) either teaching or participating in in-school workshops, except those which occur on staff development days;
- (2) teaching other teachers in non-workshop settings during the professional period;
- (3) mutual team planning periods and grade level planning periods;
- (4) curriculum mapping, revision and update;
- (5) other mutually-agreeable activities.

c. All other professional periods shall include professional activities which shall emanate solely from the individual teacher. These activities shall be written into the teacher's plan book and are not subject to formal observation nor evaluation. Teachers will prepare summary reports for their professional period activities at the end of each semester. Any professional period shall consist of one regularly scheduled teaching period.

4. in the event a person in the affected department is rified, a sixth teaching period shall not be assigned unless said individual(s) has been offered and refused such sixth teaching period at his/her prorated regular rate of pay;
5. payment for the sixth teaching period shall be based on twenty percent (20%) of the MA column, step 8 for each year of the agreement. The payment shall be added to the teacher's salary for pension purposes;
6. payment for an additional teaching period for a science teacher shall occur if the teacher's normal teaching load is increased;
7. no teacher shall be reduced in compensation in order to create a sixth class for another teacher.

Nurses may be assigned teaching periods.

D. Planning Periods

Planning periods shall be provided in accordance with the following schedule during a five (5) day week with no shortened days:

- | | | | |
|----|------------------------|---|--------------------------------------|
| 1. | Kindergarten | - | four (4) periods per week (225 min.) |
| 2. | 1st through 4th grades | - | five (5) periods per week |
| 3. | 5th and 6th grades | - | five (5) periods per week |
| 4. | Specials | - | three (3) periods per week |

5. Nurses - two (2) periods per week
6. Seventh through twelfth grades - five (5) periods per week
7. Planning periods shall consist of one regularly scheduled teaching period, except for Kindergarten. Planning periods shall be scheduled so that no two periods shall be on the same day except in the instance of scheduling problems. On a day with no scheduled planning period, said teacher shall not be assigned to any other duties (i.e. morning, lunch, afternoon, etc.).
8. Teachers shall not be required to attend IEP meetings during their planning period without compensation equal to the class coverage compensation unless said planning period is rescheduled.
9. Planning periods shall be provided in accordance with the following schedule, beginning with the first day of student attendance and continuing through the last day of student attendance. Librarians (K-4) shall stop classes on the last two (2) days of student attendance.

E. Meetings - Days

Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings a maximum of four (4) days per month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. Except in cases of emergency involving health and safety, these meetings will be held on Mondays and teachers shall receive at least one (1) day's notice for such meetings. It is understood, however, that certain district-wide or building-wide meetings may be held on the first and/or third Wednesday in lieu of Monday(s). In such instances, teachers shall receive a minimum of two weeks advanced notice.

F. Meetings - Evening

All teachers shall be required to attend two (2) evening meetings a year for back to school night and/or parent conferences. Each meeting shall last no longer than two (2) hours.

Three afternoon sessions are scheduled for the purposes of conducting parent/teacher conferences. A maximum of one (1) of these sessions may be used as an evening parent/teacher conference, if necessary.

G. Student Help

It is understood that teachers shall meet with students at mutually convenient times (averaging 30 minutes/week) for the purpose of providing individual help requested by said student.

H. Lunch Duty - Elementary

Elementary teachers shall not supervise cafeterias or playgrounds during their duty free lunch, however, as assigned by his or her elementary Principal, on a rotating basis, he/she shall assume full responsibility as teacher in charge for one (1) complete lunch hour during which hour he or she will remain in the office or in a classroom to be available to make decisions and enforce rules for the health and welfare of pupils under the immediate supervision of teacher-aides or other employees of the Board.

I. Transporting Students

Employee(s) shall not be required to transport students in their own cars. An employee(s) who voluntarily does so, does so at his/her own risk.

ARTICLE 5

COMPENSATION

A. Salary Schedules

The salaries for all employee(s) covered by this contract shall be set forth in the Schedules attached hereto and made part hereof.

B. 1. Placement on Salary Guide

The starting salary of a teacher new to the Westwood Regional Schools shall be determined by negotiations between the teacher and the Board. No teacher new to the system shall be placed on a guide position higher than those teachers already employed in the system with similar credited experience and training. Full credit, not exceeding four (4) years, shall be given for military service.

2. No newly-hired secretary shall be placed at a salary level equal to or higher than that of any existing secretary.

C. Salary Advancement

1. To receive credit for purposes of salary determination, courses shall be submitted in advance to the Superintendent and shall be approved based on the following criteria.

- a. The course must relate to the teacher(s) present position or to a subject related to his/her certification which the Superintendent determines will benefit the Westwood School District.
 - b. All teacher(s) are eligible to matriculate in an approved Master Degree Program in Administration and Supervision, Guidance, Instructional Technology or other area determined by the Superintendent to benefit the Westwood School District.
 - c. Teacher(s) shall obtain written approval from the Superintendent prior to commencement of the course.
 - d. Course involves a four-year college or university that is regionally accredited (not simply state endorsed).
 - e. For non-traditional course (i.e. Internet, video, etc.) course outcomes need to be similar to that of traditional courses.
 - f. To demonstrate successful completion of the course, teacher(s) shall provide the Board of Education with a transcript that evidences a grade of "B" or better or a passing grade if the course is offered only on a pass/fail basis; the transcript shall be provided no later than two months after the course is completed.
2. Credit for purposes of salary determination shall be given to in-service courses if the following criteria are satisfied:
- a. The in-service course is offered by the Westwood Professional Development Academy or other institution approved by the Superintendent.
 - b. The Westwood Professional Development Academy determines the number of hours and credits of the in-service course according to the following: Twelve (12) hours of course work shall equal one (1) credit.
 - c. The teacher(s) must complete the requirement of the course.
 - d. Teacher(s) who teach in-service courses offered by the Westwood Professional Development Academy shall receive one-half (1/2) additional in-service credit beyond what is offered by the course.
 - e. It is understood that in order to be considered for credit, in-service courses shall be taught outside the normal teacher(s) working hours.

- f. A maximum of six (6) credits shall be granted for movement between the BA and the MA levels of the salary guide and a maximum number of six (6) credits shall be granted between the MA and MA+30 levels of the salary guide. Credit granted for in-service courses prior to a Master's degree level shall not count towards the credit requirements for the Post Master's level.
3. It shall be the responsibility of each teacher to keep his or her credits up-to-date in the Office of the Superintendent.
4. Only the duly attested transcript from a college or educational institution is accepted in the filing of credits.
5. A teacher who expects to advance to the next salary column must have proper evidence of such training eligibility on file in the Office of the Superintendent of Schools on or before September 15 for advancement in the first semester or on or before February 15 for advancement in the second semester of any given year. Primary evidence shall be an official transcript from a college or university.

D. Tuition Reimbursement

The Board of Education agrees to reimburse teacher(s) who have completed at least one year of service to the Westwood School District, for tuition incurred for successfully completing courses based on criteria outlined in Article 6, Section C.1.

- a. Reimbursement shall be made as follows: The maximum amount a teacher(s) is eligible to receive is the per credit tuition rate according to Rutgers University graduate per credit rate (for 2005-2006 the rate is \$435.00/per credit). A teacher(s) may not be reimbursed more than six (6) credits a school year. A school year is defined as beginning July 1 and ending June 30.
- b. The maximum amount that the Board of Education shall reimburse all teacher(s) eligible for tuition reimbursement is thirty- five thousand dollars (\$35,000) for the 2005-2006 school year. In the ensuing years of this contract (2006-07 and 2007-08) the Board agrees to increase the total monies available by a percentage equal to the percentage raise of Rutgers University graduate per credit rate for each year. If the maximum per year is exceeded, all teacher(s) eligible for reimbursement shall receive a prorated share of the maximum amount divided by the number of eligible credits.
- c. Reimbursement shall be made after the time period for submitting the transcripts has expired and the calculation of the reimbursement for every eligible teacher(s) is determined. Payment shall be made by September 1 of the following school year.

D2. Salary Guide Training Levels

1. The "B.A. or B.S. Degree" column requires a baccalaureate degree from an accredited college or university.
2. The "B.A. or B.S. plus 15" column requires 15 graduate credits earned subsequent to the date of the baccalaureate degree.
3. The "B.A. or B.S. plus 30" column requires 30 graduate credits earned subsequent to the date of the baccalaureate degree.
4. The "Master's Degree" column requires a Master's Degree from a college or university in a program applicable to the advancement of the educational standards of the district.
5. The "Master's and 15" column requires 15 graduate college credits earned subsequent to the date of the Master's Degree and/or earned during the matriculation for said degree.
6. The "Master's and 30" column requires 30 graduate college credits earned subsequent to the date of the Master's Degree and/or earned during the matriculation for said degree.

E. Payment Schedules

1. Employee(s) employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments, to be received on the 15th and the last day of each month.
2. Employee(s) employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments, to be received on the 15th and the last day of each month.
3. Employee(s) employed on a ten (10) and one-half (1/2) month basis shall be paid in twenty (20) semi-monthly installments, to be received on the 15th and the last day of each month from September through June. Payment for the half month worked beyond the ten month period shall be made on August 31st.
4. When a payday falls on or during a school holiday, vacation or weekend, employee(s) shall receive their paychecks on the last previous working day. Employee(s) shall receive their final check no later than the last working day in June.

F. Voluntary Savings

Employee(s) may individually elect to have direct deposit of their paychecks or to have a portion of their monthly salary deducted from their pay. The funds so deducted shall be placed in an interest-bearing account in the individual employee(s) name in the

Paragon Federal Credit Union and to other institutions which have been mutually agreed upon by the Board and the Association. There shall be no costs incurred by the Board for the provision of this service.

G. Compensation - Special Teachers

The \$300.00 salary differential for special education teachers, speech correctionists and learning disability teacher consultants shall be abolished for all new personnel effective July 1, 1974. Staff members who presently receive the \$300.00 differential shall continue to receive it.

Psychologists receiving the ten percent (10%) differential on June 30, 1989 shall continue to receive it. This differential shall be eliminated for all new psychologists.

H. Compensation - Head Nurse, Head Guidance Counselor, Head Special Education Teacher, Teacher Coordinators and Senior Teachers

1. Head Nurse, Head Guidance Counselor, Head Special Education Teacher and Teacher Coordinators

Salaries for the above mentioned positions shall be the same as for a teacher on the same step and training level, plus a stipend of \$5,010 for 2005-2006, \$5,236 for 2006-2007, and \$5,472 for 2007-2008.

2. Senior Teachers

Salaries for the above mentioned positions shall be the same as for a teacher on the same step and training level, plus a stipend of \$2,948 for 2005-2006, \$3,081 for 2006-2007, and \$3,220 for 2007-2008.

I. Compensation - Salary Guide Advancement

During the term of this Agreement, employee(s) shall advance one (1) step on the salary guide each school year provided that they have worked a minimum of five (5) months during that school year.

J. Compensation - Doctorate

Any teacher earning a Doctorate with major emphasis directly applicable to the educational standards of the district and having received prior approval of the Doctoral program from the Superintendent of Schools shall be entitled to a double increment for the next succeeding year following the date of the granting of the Doctorate. This increment will be retained until the top of the Master's Degree and 30 credit column is reached.

K. Additional Compensation - Base Salary

Additional compensation paid in accordance with Sections G, H, and J of this Article shall be made part of each individual's base salary for pension purposes.

L. Compensation - Athletic & Extra Curricular Activities

Teacher participation in athletic and extra-curricular activities which extend beyond the regularly scheduled work day shall be compensated in accordance with Schedules attached hereto and made part hereof.

Those teachers involved in athletic and extra-curricular activities shall receive a separate contract for these activities. The contract for these activities shall not be considered to be pensionable.

M. Compensation - After School Activities

Employee(s) who chaperone activities (no more than one secretary chaperone per activity) offered by the Westwood School District shall be compensated at a rate per activity of \$76.00 for the duration of this contract.

N. Compensation - Homebound Instruction

Teachers who teach homebound students after school shall be compensated at the per hour rate of \$53 for 2005-2006, \$56 for 2006-2007 and \$59 for 2007-2008.

O. Compensation - Class Coverage

In those cases where substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers shall be paid at the rate of \$35 for 2005-2006, \$37 for 2006-2007 and \$39 for 2007-2008 for each period covered. In the elementary schools a period shall mean that block of time when the classroom teacher's students are normally being instructed by another teacher.

P. Compensation - Travel

Teacher(s) who may be required to use their own automobiles in the performance of their duties and/or who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the IRS established rate for mileage reimbursement. Vouchers for payment shall be submitted on or before December 1, March 1, and the last working day in June. Secretaries who are required by an administrator to leave the building for any work related travel during the normal school work day shall be reimbursed for the use of automobiles at the IRS established rate for mileage reimbursement.

Q. Compensation-In Service Leader

An employee who teaches an in-service course(s) offered by the Westwood Professional Development Academy shall be compensated as follows:

- a. \$50 per hour
- b. 1 – 6 hour course shall receive one-half (1/2) additional in-service credit beyond that offered by the course.
- c. 7-12 hour course shall receive one (1) additional in-service credit beyond what is offered by the course..

R. Compensation - Accumulated Sick Leave

1. Effective July 1, 1989, employee(s) retiring from Westwood shall be compensated for the accumulated sick leave which he/she has earned in Westwood. Sick leave pay for all accumulated days for all employees shall be payable at a rate of seventy-five dollars (\$75.00) per day to a maximum of one hundred forty-five (145) days.
2. Effective July 1, 1989, a teacher retiring from Westwood shall be compensated for the accumulated sick leave which he/she has earned in Westwood. All teachers employed as of June 30, 1992, shall be entitled to compensation at the rate of one hundred forty dollars (\$140.00) per day up to a maximum of one hundred forty-five (145) days. Sick leave pay for all accumulated days after June 30, 1992 should be payable at a rate of seventy five dollars (\$75.00) per day up to a maximum of one hundred forty-five (145) days.
3. Payment for this benefit shall be made sixty (60) days following his/her notice to retire or at retirement, whichever date shall be later. However, at the employee's option, said payment may be deferred to the subsequent July 1st or January 1st. Effective January 1, 2000, if written notice of retirement is received by the District before February 1 of the calendar year of retirement, the payment under this section shall be made in the July following retirement. However, at the employee's option, said payment may be deferred to the following January 1st or to the second July 1st following retirement. If written notice of retirement is received by the District after February 1 of the calendar year of retirement, the payment under this section shall be made in the second July following retirement.
4. A teacher is also entitled to compensation for accumulated sick leave if he/she vests his/her pension with the T.P.A.F.
5. In the event that the employee is rified prior to retiring or dies while employed by the Board or receiving payment, the employee or his/her estate shall be entitled to compensation for accumulated sick leave pursuant to this section.

6. Any employee who selects a retirement incentive option offered by the State shall not be entitled to compensation for accumulated sick leave.

ARTICLE 6

DUES AND REPRESENTATION FEE

A. Association Dues

The Board agrees to deduct from the salaries of its employee(s) dues for the Westwood Education Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association as said employee(s) individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Westwood Education Association by the 15th of each month following the monthly pay period in which deductions were made.

Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the board written notice prior to the effective date of each change.

B. Agency Fee

1. Purpose of Fee

If an employee(s) does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

2. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to the maximum allowed by law.

3. Deduction and Transmission of Fees

The Board agrees to deduct from the salary of any employee(s) who is not a member of the Association for the current membership year, the full amount of

the representation fee set forth in Section 2 above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee(s) during the remainder of the membership year in question. The deductions will begin 30 days after the employee(s) begins his/her employment in a employee(s) position.

4. Termination of Employment

If an employee(s) who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee(s) during the membership year in question and promptly forward same to the Association.

5. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of the representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

6. Indemnification

The Association will indemnify and hold harmless the Board of all legal costs, fees and other costs arising from any action brought by an employee(s) regarding the agency fee provision. Said indemnification is predicated on the Board complying with the contractual provisions and applicable law.

ARTICLE 7

DEDUCTIONS FROM SALARY

A. Other Deductions

The Board also agrees to deduct from the salary of any employee(s) in Westwood any of the following deductions authorized by said employee(s).

1. Prudential Disability Insurance
2. Voluntary Savings Deduction
3. Tax Sheltered Annuity Payments

The transfer of these funds and also funds deducted under Article 6, F shall be effective as of the payroll date.

The Association shall be consulted prior to any decision made to change fiduciary agent for funds deducted from salary.

The Association and the Board shall be saved harmless from any liability that may arise or be incurred if the Board fulfills its obligation under this section.

ARTICLE 8

INSURANCE BENEFITS

A. Health Insurance

- A. 1 The Board of Education shall pay the full premium for health care insurance protection for all employee(s) employed by the Board and for family or other dependents of said employee(s), where applicable. The health care insurance protection shall be combined Blue Cross/Blue Shield (including Rider "J") and Major Medical Insurance encompassing all the provisions under the New Jersey State Health Benefits Plan. Retroactive to July 1, 1999, coverage shall also include all injectible drugs (excluding fertility and growth hormone drugs).

For the purposes of determining eligibility for health care insurance protection, the employee(s) shall work at least thirty-two hours per week. However, this sentence shall have effect only if the health care provider for the Westwood Regional Schools is the New Jersey State Health Benefits Plan.

2. Effective after the mutual date of ratification of the 1999-2002 Agreement, any newly-hired employee(s), otherwise eligible for insurance, shall be covered for the first two (2) years of employment by choosing either:
- a. Any available plan under A. 1. above at a single enrollment level
 - b. The Blue Card PPO at the family enrollment level (husband/wife, family, etc.)

On the first of the month following the second anniversary of employment in the unit, he/she will be enrolled at any enrollment level (e.g. single, husband/wife, family, etc.) on the same basis as all other employee(s). During the first two (2) years, the employee may enroll in a higher enrollment level in any available plan by paying the premium difference between single coverage and the enrollment level.

B. Dental, Prescription and Optical Plans

During the term of this contract, the Board agrees to maintain the level of insurance coverage provided by the existing dental, prescription, and optical plans at no cost to individual employee(s) or the Association, except as otherwise provided herein. The prescription plan will be modified as of July 1, 2006, as follows: Mail order - \$0,

Generic - \$10.00, Name Brand - \$15.00. The Board will permit retirees to remain in the dental, optical and/or prescription plan by paying the Board the appropriate monthly premium(s) in advance. The Board and the Association shall be saved harmless in the event this benefit cannot be implemented.

ARTICLE 9

TEACHER ASSIGNMENT

A. Notice

Whenever a staff vacancy becomes official upon receipt of a resignation or a new position is authorized and candidates are sought for such position, the Superintendent of Schools shall have posted said vacancy in each school building and shall furnish a copy of said notice to the President of the Association.

B. Tentative Schedule

No later than the last working day of the school year, the Principal shall provide each teacher with a written tentative schedule of courses/subject areas and grade level to be taught for the succeeding school year. If the assignment must be changed, the teacher shall be advised of such change in writing at the earliest possible date.

C. Teachers Assigned To More Than One School

Teachers assigned to more than one school shall start their schedules on the second day of student attendance and finish their school year on the next to last day of student attendance to allow for receiving, storing and completing inventories of supplies and equipment.

ARTICLE 10

SECRETARIES - VACANCIES AND NOTICE

A. The Superintendent shall notify all secretarial employees and the President of the Association of any secretarial vacancies as they become available at least ten (10) working days prior to the closing date for receipt of applications..

B. Secretaries planning to leave the district shall be required to give thirty (30) days notice.

ARTICLE 11

TEACHER EVALUATION

A. Teacher Observation

1. A minimum of three (3) classroom observations for non-tenured teachers shall be conducted prior to May of each year. Such observations shall be followed by a conference with the teacher observed, as soon as possible, and in no case later than five (5) school days following the observation. The conference shall be between the teacher and the observer only and may be continued at the request of either party.
2. The post observation conference shall allow for the clarification and exchange of information regarding the instruction observed. It is understood that as a result of said clarification and/or exchange the observer may modify his/her assessment of the lesson observed prior to completing the observation form.
3. The completed observation form shall be made available to the teacher for review and signature as soon as possible, but not later than five (5) school days following the observation conference.
4. The teacher shall receive a copy of the signed observation form which he/she must sign and return within two (2) school days. The teacher shall also have the right to submit a statement regarding any aspect of the observation report. Said statement must be submitted within ten (10) days and shall be attached to the observation form.

B. Teacher Evaluation

1. Each formal evaluation shall be conducted in a conference only between the teacher and the building principal at the elementary level; and only between the principal or vice-principal or supervisor and teacher at the secondary level. Members of the Child Study Team shall be evaluated by the Director of Special Services.
2. The evaluation conference shall allow for the clarification or exchange of information regarding all items on the evaluation form. It is understood that as a result of said clarification and/or exchange the evaluator may modify his/her assessment of the teacher prior to completing the evaluation form.
3. The completed evaluation report shall be made available to the teacher for review and signature as soon as possible, but not later than five (5) school days following the evaluation conference.
4. The teacher shall receive a copy of the signed evaluation report which he/she must sign and return within two (2) school days. The teacher shall also have the right to submit a statement regarding any aspect of the evaluation report. Said

statement must be submitted within ten (10) days and shall be attached to the evaluation report.

C. General Procedure

1. Each observation and/or evaluation report which contains one (1) or more items which are negatively assessed shall include specific recommendations which shall assist the teacher in the improvement and/or correction of those items.
2. Each observation/evaluation report shall have a section for teacher comments and a space for a signature of the evaluator and the teacher. Below the space for the teacher's signature, the following statement shall appear on each observation/evaluation report: "My signature does not necessarily indicate that I agree with the contents of this observation/evaluation, but does indicate that I have discussed its contents and received a copy."
3. The Building Principal or the Director of Special Services as it relates to Child Study Team Members shall make recommendations to the Superintendent of Schools concerning issuance of contracts, non-issuance of contracts and/or withholding of increments. The Superintendent shall make recommendations to the Board concerning these matters. The final decision shall be made by the Board of Education.

D. P.D.P Forms

If the present P.D.P. form as it exists in 1994-95, is to be altered or modified in any way, said alteration or modifications shall be negotiated with the Association. Ideally, the P.D.P. should be developed in June, but not later than September of the following school year. The written plan shall be developed consistent with N.J.A.C. 6:3-4.3 and after discussion with the teacher.

- E. The evaluation process of teachers hired before January 1st shall be completed no later than May 15th.

ARTICLE 12

COMPLAINT PROCEDURE

Any formal written signed complaint with the exception of a complaint regarding suspected institutional abuse of a student registered with the Board and/or any member of the administrative staff by any person not a member of the professional staff shall be communicated immediately to the individual(s) against whom the complaint is directed, if in the opinion of the administrative staff or the Board, the complaint is worthy of consideration. If the Board deems it necessary to meet with the teacher, said meeting shall be arranged at a mutually agreed upon time.

Upon completion of the investigation of the complaint, a summary of findings and a statement of the disposition of the complaint shall be provided each teacher against whom the complaint was directed.

ARTICLE 13

EMPLOYEE(S) RIGHTS

A. Just Cause Provision

No employee(s) shall be disciplined, reprimanded or reduced in compensation, or given an adverse evaluation of his/her professional services without just cause.

B. Required Meeting or Hearings

Whenever any employee(s) is required to appear before any administrator or supervisor, Board or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee(s) in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise and represent him/her during such meeting or interview. Said meeting(s) shall be held at a mutually agreeable time.

This provision shall not apply to observation or evaluation conferences conducted in accordance with Article 11, Teacher Evaluation.

C. Evaluation of Students

Any student evaluation or grade substituted for the teacher's evaluation or grade shall be identified by the signature of the appropriate administrator. Notification of such change shall be communicated to all teachers concerned within five (5) working days of the change.

ARTICLE 14

PROTECTION OF EMPLOYEE(S) AND PROPERTY

A. Hazardous Duty

No employee(s) shall be assigned any duty that is clearly hazardous in nature or dangerous to his/her person because of being inconsistent with his/her certification, training, and experience.

B. Reasonable Force

An employee(s) may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary; to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous object upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

C. Assault

1. Legal Assistance

The Board shall provide legal assistance by counsel of its own choosing for any assault upon the employee(s) while acting in the discharge of his/her duties.

2. Leave

When absences arise out of or from such assault or injury, the employee(s) shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

3. Reimbursement for Personal Property Damage

The Board shall reimburse employee(s) for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee(s) while the employee(s) was acting in the discharge of his/her duties within the scope of his/her employment.

4. Medical

If an employee(s) suffers an on-the-job injury, the cost of medical, surgical and hospitalization care shall be paid by the Board worker's compensation carrier.

ARTICLE 15

SICK LEAVE

A. Teachers

1. Allowance

All teachers shall be entitled to ten (10) sick leave days per year. Said sick leave days which are not used shall be accumulated from year to year.

2. Prior Service

Teachers employed for the first time with immediate prior New Jersey public school service will be granted, for the first year upon reporting and serving one

(1) day under contract, in addition to the ten (10) days prescribed by law, fifty percent (50%) of the unused sick leave days for a period of not to exceed ten (10) immediate past and consecutive school years based upon the allowance of ten (10) days per year, as certified by the former New Jersey Public School employing agency. Ten percent (10%) of unused sick days, as certified above, will be added to the credit of the teacher at the beginning of each succeeding year until all unused sick days in public school employment, as defined above, will be granted.

Teachers newly employed as of July 1, 1996 shall not be entitled to the prior service sick leave provisions as listed in the preceding paragraph.

3. Absence

A teacher who does not report to work due to illness or who reports to work but must leave work due to illness prior to noon shall be charged with the use of one (1) sick day. A teacher who reports to work but leaves work after completing half of his/her assignment(s) because of illness shall be charged with the use of one-half (1/2) a sick day.

All absences due to visits to medical or dental personnel for treatment, therapy or diagnosis shall be counted as a sick day and deducted from the employee's accumulated sick leave.

B. Secretaries

1. All 12 month secretaries shall be entitled to twelve (12) sick days per year; 10-1/2 month secretaries shall be entitled to eleven (11) sick days per year; 10 month secretaries shall be entitled to ten (10) sick days per year. Secretaries entering the school district during the school year will be pro-rated on the basis of one day per month for each full month of employment.
2. All visits for treatment, examination and/or evaluation to a member of the medical, dental, etc. professions shall be considered as sick leave and not personal leave.

C. Sick Leave Bank

A sick leave bank has been established to provide compensable leave coverage to employees who are absent for an extended period due to catastrophic illness or injury. This bank shall operate in accordance with the following rules and regulations.

1. An employee may participate in the Sick Leave Bank if written notice is given of the employee's desire to donate a minimum of one (1) sick or personal day during an enrollment period prior to the employee's request to utilize the Sick Leave Bank. Each year, the enrollment period shall be June 1 to June 30. The contributed sick day(s) will be deducted from the employee's accumulated sick leave days on July 1.

2. Employee contributions shall be voluntary and shall not exceed ten (10) sick days in any given year.
3. The Sick Leave Bank shall be available only to those employees who have:
 - a. exhausted all earned and accumulated leave time (e.g., vacation, sick, personal) and;
 - b. have been absent a minimum of sixty (60) consecutive workdays.
4. An employee who is eligible to utilize the Sick Leave Bank must submit a written request to do so to the Superintendent or designee. The request shall outline the nature of the problem and the reason(s) for the requested use of the bank and shall include medical verification of illness, injury or disability. Verification of continued disability will be required at reasonable intervals. The Board reserves the right to have the employee examined by medical personnel of its choice.
5. An employee's use of the Sick Leave Bank shall be subject to the approval of the Board or its designee and shall not be subject to grievance or arbitration.
6. An employee shall be limited to no more than 150 Sick Leave Bank days in a three (3) year period.
7. Sick Leave Bank days received cannot be extended from one work year to another. However, in the event any employee(s) using the Sick Leave Bank at the end of the work year is still unable to return to work at the beginning of the next work year, that employee must first use all of his/her new entitlements for that new year, before he/she may be approved to continue Sick Leave Bank use. Maximum number of days limit still applies.

ARTICLE 16

TEMPORARY LEAVE OF ABSENCE - PAID

A. Bereavement - Immediate Family

An employee(s) shall be granted up to five (5) days for the death and/or death connected illness of a member of the immediate family. Immediate family shall be defined as: parents, spouse, children, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law or other long-term members of the immediate household.

B. Bereavement - Close Friend or Other Relatives

An employee(s) shall be granted one (1) day to attend the funeral of a close friend or relative not in the immediate family.

C. Bereavement - Extenuating Circumstances

In case of extenuating circumstances the Superintendent may grant additional bereavement leave based on the individual employee(s) request.

D. Personal Business

When notice is submitted five (5) days in advance, except in emergencies, an employee(s) shall be granted a maximum of five (5) days per school year for the purpose of conducting the following business: illness in the family, court appearance, closing of a house, mortgage, moving, attending graduation exercises of a spouse or child, attendance of ceremony where he/she is being granted a graduate degree or I.R.S. audit. Personal business not listed above but which requires absence during normal school hours may be granted upon request.

Any absence for personal business listed above shall suffice without further explanation. Personal business not listed above that is related to employment outside the district resulting in financial remuneration may be granted upon request.

All such requests for personal days shall be made directly to the Superintendent of Schools. The Principal will be informed by the employee(s) of such request and the dates requested.

E. End of Year Leave

Up to five (5) days at the end of a school year may be granted to a teacher to attend summer school classes and/or travel to the place where such classes are to be held.

ARTICLE 17

EXTENDED LEAVE

A. Maternity - Child Rearing Leave

The Board of Education shall grant maternity/child rearing leave without pay upon request subject to the following rules and regulations:

1. Maternity Leave

- a. The leave shall commence on the date requested by the employee and shall terminate with the last day of disability related to said pregnancy. The request for maternity leave shall normally be made sixty (60) days prior to the expected commencement of said leave.
- b. A pregnant employee, at her option to be exercised in writing, shall be entitled to utilize her accumulated sick leave for that portion of her maternity leave commencing with the date she becomes disabled by

reason of her pregnancy and terminating upon the date of exhaustion of her accumulated sick leave, or upon the date she is able or would be able to resume the performance of her duties, or upon the date of termination of her employment, whichever of said mentioned dates shall occur first. The dates of commencement and termination of such pregnancy disability shall be determined by the written certification of her attending physician.

- c. Any pregnant employee who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to utilize her accumulated sick leave during the period of absence.
- d. Upon written request filed at least ten (10) days prior to the expected due date of the child, except in the case of an emergency, any male employee shall be granted up to two (2) days leave at the time of the birth or adoption of his child.

2. Child Rearing Leave

- a. Upon normal circumstances, the request for child rearing leave shall be made at least sixty (60) days prior to the expected birth of the child or the date necessary to receive custody of an adopted child.
- b. The leave shall commence with the conclusion of the period of disability or the date the employee receives custody of an adopted child, whichever is applicable, and shall be granted, based upon the employees request, for up to the remainder of the school year in which the leave was granted, plus one (1) additional school year. An extension of said leave may be granted upon request.
- c. Employees on child rearing leave shall notify the Superintendent prior to March 1 of their intent to return to work in September or the filing of a request for an extension to said leave.
- d. Employees on child rearing leave shall not be denied the opportunity to substitute in area(s) of their certification.

B. Professional Association

A leave of absence for term of office without pay will be granted upon request by a tenured employee who has been elected to serve in a full time office of a State or national professional education organization.

C. Scholarship Program

A leave of absence will be granted upon request of up to one (1) year (unless otherwise provided by law) without pay to a tenured teacher to participate in a Foreign Exchange Teaching Program under the Fulbright Act or any similar program.

D. Armed Forces

A leave of absence without pay will be granted upon request of up to one (1) year without pay to a tenured employee whose spouse is serving in the Armed Forces of the United States in time of war or national emergency.

E. Illness in the Family

A leave of absence will be granted upon request of up to one (1) year without pay to a tenured employee for the purpose of caring for a sick member of the employee's immediate family (spouse, child, parent, brother, sister or other long term member of the immediate family).

F. Legislative Leave

Tenured staff members elected to the state legislature shall, upon request, be granted a leave of absence without pay for the term(s) of his/her election.

G. Other Leave

A leave of absence may be granted upon request for up to one (1) year without pay to a tenured employee for good and sufficient reason.

H. Salary Credit

Upon a tenured employee's return from leave of absence granted pursuant to Sections B and C of this Article, the employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. An employee shall not receive increment credit of time spent on a leave of absence granted pursuant to Sections A, D, E, F and G.

I. Benefits

All benefits to which an employee was entitled at the time at which his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return and he/she shall be assigned to a position similar to the one held when said leave commenced or a position compatible with his/her training and certification unless he/she does not have any re-employment rights in accordance with applicable tenure and seniority laws.

J. Extensions

All extensions or renewals of leaves of absences shall be applied for prior to March 1 and granted in writing if approved by the Board.

ARTICLE 18

SECRETARIES – WORK WEEK, HOLIDAYS AND VACATIONS

A. A normal week for employees hired as office personnel shall consist of five (5) working days, namely Monday, Tuesday, Wednesday, Thursday, and Friday.

B. A normal work week shall consist of thirty-five (35) hours (excluding lunch).

C. Holidays

Secretaries will follow the same holiday schedule as set forth in the School Calendar for the fiscal year.

D. Vacations

1. As of June 30 of any given year, twelve month secretaries completing one to seven years of service shall receive a vacation of ten (10) working days in the following July or August. An employee completing a part of a year shall have a pro-rated vacation.

2. As of June 30 of any given year, twelve month secretaries completing eight years of service, shall receive a vacation of fifteen (15) working days in the following July or August.

3. As of June 30 of any given year, twelve month secretaries completing 15 years of service, shall receive 20 working days of vacation in the following July or August.

4. As of June 30 of any given year, ten and ten and ½ month secretaries completing 15 years of service, shall receive the equivalent of five (5) days pay.

E. On days immediately prior to a three (3) or more day holiday, secretarial/clerical employees shall leave 15 minutes after student dismissal. All secretaries shall be released at 3:30 p.m. for the purpose of attending General membership meetings of the Association.

ARTICLE 19

SECRETARIES - PROFESSIONAL DEVELOPMENT

- A. Secretaries who volunteer to take a course(s) for professional improvement shall be reimbursed 80% of tuition costs with a \$500 maximum. Such courses must have prior approval of the Superintendent of Schools and payments made to the secretary will be made after submission of receipts and a certificate regarding course completion.
- B. Secretaries required or requested by the District to enroll in a workshop, conference or professional course shall be reimbursed for all expenses upon submission of receipts. A purchase order shall be submitted for registration purposes.
- C. Secretaries shall have the opportunity to be included in Professional Development Days, i.e. technology, management skills, and other topics suggested by the secretarial staff and approved by the administration.

ARTICLE 20

SECRETARIES - PROGRESSIVE DISCIPLINE

- A. The Board agrees to utilize the concepts of progressive discipline in its application of this Article, consistent with the circumstances surrounding the infraction and the disciplinary history of the employee. Disciplinary action may include the following:
 - 1. verbal reprimand;
 - 2. written reprimand;
 - 3. suspension;
 - 4. withholding of increment;
 - 5. termination (where permitted by law).
- B. Secretaries - Withholding of Increase
 - 1. Increases are not automatic and may be withheld from secretaries and clerks by Board of Education upon the recommendation of the Superintendent that performance has been below acceptable standards. Increases withheld for this reason shall be deemed to have been lost.
 - 2. Said decision to withhold an increase shall be subject to the grievance procedure.

ARTICLE 21

SECRETARIES - REDUCTION IN FORCE

Reduction in force and recall will be based on seniority and evaluation.

ARTICLE 22

SECRETARIES - SCHEDULING OF SUBSTITUTES

Elementary School secretaries who schedule substitutes will receive a \$598 stipend for 2005-2006, \$625 for 2006-2007, and \$654 for 2007-2008. This responsibility rotates annually from elementary building secretary to elementary building secretary.

ARTICLE 23

MISCELLANEOUS

A. Commitment

The Board and the Association shall carry out the commitments contained herein and give them full force and effect for the term of this Agreement.

B. Savings Clause – Employee(s)

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employee(s) covered by this Agreement as established by the administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement.

C. Separability

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted in law, but all other provisions or applications shall continue in full force and effect.

D. Management Rights – Employee(s)

Except as limited by the terms of this Agreement, the Board reserves all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and Constitutions of New Jersey and of the United States. It is agreed that the Board retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions.

ARTICLE 24

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008, or until a Successor Agreement has been negotiated. Negotiations for a Successor Agreement shall begin not later than October 15, 2007.

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested to by its Secretary and its corporate seal to be placed hereon on this 3rd day of March, 2006.

Westwood Education Association

Westwood Board of Education

President

President

Secretary

Secretary

SCHEDULE A

W.E.A. TEACHER SALARY GUIDE

2005-2006
FREEZE

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	39,408	40,108	40,808	43,408	45,408	47,408
2	39,708	40,408	41,108	43,708	45,708	47,708
3	40,008	40,708	41,408	44,008	46,008	48,008
4	40,308	41,008	41,708	44,308	46,308	48,308
5	40,608	41,308	42,008	44,608	46,608	48,608
6	41,108	41,808	42,508	45,108	47,108	49,108
7	41,608	42,308	43,008	45,608	47,608	49,608
8	42,108	42,808	43,508	46,108	48,108	50,108
9	43,798	44,498	45,198	50,048	51,048	54,298
10	45,998	46,698	47,398	52,248	53,248	56,498
11	48,698	49,398	50,098	54,948	55,948	59,198
12	51,648	52,348	53,048	57,898	58,898	62,148
13	55,598	56,298	56,998	61,848	62,848	66,098
14	59,798	60,498	61,198	66,298	67,298	71,098
15	64,998	65,698	66,398	71,498	72,498	76,298
16	75,398	76,098	76,798	81,898	82,898	86,698

+\$500.00 for staff who were on step 15 in 1991-92

SCHEDULE B

W.E.A. TEACHER SALARY GUIDE

2006-2007

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	40,248	41,033	41,808	44,258	46,258	48,258
2	40,558	41,333	42,108	44,558	46,558	48,558
3	40,858	41,633	42,408	44,858	46,858	48,858
4	41,158	41,933	42,708	45,158	47,158	49,158
5	41,458	42,233	43,008	45,458	47,458	49,458
6	41,958	42,733	43,508	45,958	47,958	49,958
7	42,458	43,233	44,008	46,458	48,458	50,458
8	42,958	43,733	44,508	46,958	48,958	50,958
9	44,678	45,453	46,228	50,928	51,928	55,178
10	46,918	47,693	48,468	53,168	54,168	57,418
11	49,658	50,433	51,208	55,908	56,908	60,158
12	52,648	53,423	54,198	58,898	59,898	63,148
13	56,638	57,413	58,188	62,888	63,888	67,138
14	60,878	61,653	62,428	67,503	68,528	72,353
15	66,118	66,893	67,668	72,743	73,768	77,593
16	76,598	77,373	78,148	83,223	84,248	88,073

+ \$500.00 for staff who were on step 15 in 1991-92

SCHEDULE C

W.E.A. TEACHER SALARY GUIDE

2007-2008

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	41,423	42,223	43,023	46,423	47,923	50,923
2	41,723	42,523	43,323	46,723	48,223	51,223
3	42,023	42,823	43,623	47,023	48,523	51,523
4	42,323	43,123	43,923	47,323	48,823	51,823
5	42,623	43,423	44,223	47,623	49,123	52,123
6	43,123	43,923	44,723	48,123	49,623	52,623
7	43,623	44,423	45,223	48,623	50,123	53,123
8	44,123	44,923	45,723	49,123	50,623	53,623
9	45,888	46,688	47,488	52,388	53,548	56,388
10	48,133	48,933	49,733	54,633	55,793	58,633
11	50,878	51,678	52,478	57,378	58,538	61,378
12	53,873	54,673	55,473	60,373	61,533	64,373
13	57,870	58,670	59,470	64,370	65,530	68,870
14	63,113	63,913	64,713	69,813	70,863	74,738
15	68,540	69,360	70,160	75,260	76,310	80,195
16	77,850	78,650	79,450	84,550	85,600	89,475

+\$500.00 for staff who were on step 15 in 1991-92

SCHEDULE D

H.S. ATHLETICS - BOYS AND GIRLS

2005 - 2006

POSITION	STEP 1	STEP 2	STEP 3
Football (H)	10,502	11,102	11,702
Football (A)	7,950	8,450	8,950
Basketball (H)	9,105	9,705	10,305
Wrestling (H)			
Basketball (A)	7,601	8,101	8,601
Wrestling (A)			
Spring Track (A)	7,067	7,567	8,147
Baseball (H)	8,392	8,892	9,392
Field Hockey (H)			
Soccer (H)			
Softball (H)			
Volleyball (H)			
Baseball (A)	6,967	7,467	8,047
Softball (A)			
Field Hockey (A)		7,146	7,706
Soccer (A)	6,596		
Volleyball (A)			
Cheerleader (H)	6,781	7,281	7,809
Golf (H)			
Tennis (H)			
Cheerleader (A)	3,501	3,801	4,140
Golf (A)			
Tennis (A)			
Cross Country (A)	4,898	5,198	5,498
Winter Track (A)	7,006	7,406	7,806
Intramural	2,953	3,153	3,452
Spring Track (Coordinator)	9,320	9,920	10,520
Winter Track (Cross Country Coordinator)	8,101	8,601	9,292
	8,101	8,601	9,292
Bowling	6,781	7,281	7,809

Site Manager - 2 x Chaperone Salary

SCHEDULE E

H.S. ATHLETICS - BOYS AND GIRLS

2006-2007

POSITION	STEP 1	STEP 2	STEP 3
Football (H)	10,702	11,302	11,902
Football (A)	8,251	8,751	9,251
Basketball (H) Wrestling (H)	9,305	9,905	10,505
Basketball (A) Wrestling (A)	7,902	8,402	8,902
Spring Track (A)	7,648	8,048	8,448
Baseball (H) Field Hockey (H) Soccer (H) Softball (H) Volleyball (H)	8,592	9,092	9,592
Baseball (A) Softball (A)	7,548	7,948	8,384
Field Hockey (A) Soccer (A) Volleyball (A)	7,207	7,607	8,007
Cheerleader (H) Golf (H) Tennis (H)	7,209	7,609	8,009
Cheerleader (A) Golf (A) Tennis (A)	4,041	4,241	4,441
Cross Country (A) Winter Track (A)	5,199 7,307	5,499 7,707	5,799 8,107
Intramural	3,352	3,502	3,652
Spring Track (Coordinator)	9,520	10,120	10,720
Winter Track (Cross Country Coordinator)	8,492 8,492	8,992 8,992	9,492 9,492
Bowling	7,209	7,609	8,009

Site Manager - 2 x Chaperone Salary

SCHEDULE F

H.S. ATHLETICS - BOYS AND GIRLS

2007-2008

POSITION	STEP 1	STEP 2	STEP 3
Football (H)	11,080	11,680	12,280
Football (A)	8,692	9,129	9,627
Basketball (H)	9,683	10,283	10,883
Wrestling (H)			
Basketball (A)	8,280	8,780	9,278
Wrestling (A)			
Spring Track (A)	8,035	8,435	8,833
Baseball (H)	8,970	9,470	9,970
Field Hockey (H)			
Soccer (H)			
Softball (H)			
Volleyball (H)			
Baseball (A)	7,926	8,326	8,724
Softball (A)			
Field Hockey (A)	7,585	7,985	8,383
Soccer (A)			
Volleyball (A)			
Cheerleader (H)	7,587	7,987	8,387
Golf (H)			
Tennis (H)			
Cheerleader (A)	4,428	4,628	4,826
Golf (A)			
Tennis (A)			
Cross Country (A)	5,586	5,886	6,184
Winter Track (A)	7,685	8,085	8,483
Intramural	3,739	3,889	4,039
Spring Track (Coordinator)	9,898	10,498	11,098
Winter Track (Cross Country Coordinator)	8,870	9,370	9,870
	8,870	9,370	9,370
Bowling	7,587	7,987	8,387

Site Manager - 2 x Chaperone Salary

SCHEDULE G

EXTRA CURRICULAR 9-12

2005 - 2006

POSITION	STEP 1	STEP 2	STEP 3
Yearbook	3,939	4,141	4,416
Business Manager - Yearbook	1,019	1,189	1,413
Newspaper (5 issues)	2,223	2,553	2,948
Senior Class Advisor	2,457	2,791	3,199
Junior Class Advisor	1,994	2,134	2,262
Sophomore Class Advisor	590	621	783
Freshman Class Advisor	590	621	783
Majorettes	1,808	2,125	2,504
Central Fund	2,257	2,557	2,908
Drama (2 Plays)	5,250	5,607	6,058
Athletic Business Manager/Athletic Coordinator 7/8	3,171	3,387	3,772
Student Council	2,222	2,565	2,948
Band Director	8,034	8,517	9,067
Band Director (A)	3,394	3,699	4,125
National Honor Society	981	1,146	1,365
Academic Decathlon	2,027	2,319	2,609
Choir Director (includes Chamber Choir)	3,147	3,274	3,401
Set Construction	1,339/show	1,390/show	1,443/show
Light and Sound	1,029/ show	1,069/ show	1,110/ show
Choreographer	1,339/ show	1,390/ show	1,443/ Show
Instrumental Director/Musical	1,963	2,037	2,115
Vocal Director/Musical	1,963	2,037	2,115
Jr. High School Choir Director	1,764	1,834	1,903

SCHEDULE H

EXTRA CURRICULAR 9-12

2006 -2007

POSITION	STEP 1	STEP 2	STEP 3
Yearbook	4,116	4,327	4,615
Business Manager - Yearbook	1,065	1,241	1,477
Newspaper (5 issues)	2,323	2,668	3,081
Senior Class Advisor	2,568	2,917	3,343
Junior Class Advisor	2,084	2,230	2,364
Sophomore Class Advisor	617	649	818
Freshman Class Advisor	617	649	818
Majorettes	1,889	2,221	2,617
Central Fund	2,359	2,672	3,039
Drama (2 Plays)	5,486	5,859	6,331
Athletic - Business Manager/Athletic Coordinator 7/8	3,314	3,539	3,942
Student Council	2,322	2,680	3,081
Band Director	8,396	8,900	9,475
Band Director (A)	3,547	3,865	4,311
National Honor Society	1,025	1,198	1,426
Academic Decathlon	2,118	2,424	2,726
Choir Director (includes Chamber Choir)	3,289	3,421	3,554
Set Construction	1,399/show	1,453/show	1,508/show
Light and Sound	1,075/ show	1,117/ show	1,160/ show
Choreographer	1,399/ show	1,453/ show	1,508/ show
Instrumental Director - Musical	2,051	2,129	2,210
Vocal Director - Musical	2,051	2,129	2,210
Jr. High School Choir	1,843	1,917	1,987

SCHEDULE I

EXTRA CURRICULAR 9-12

2007 - 2008

POSITION	STEP 1	STEP 2	STEP 3
Yearbook	4,301	4,522	4,823
Business Manager - Yearbook	1,113	1,297	1,544
Newspaper (5 issues)	2,428	2,788	3,220
Senior Class Advisor	2,684	3,048	3,493
Junior Class Advisor	2,178	2,330	2,470
Sophomore Class Advisor	645	678	855
Freshman Class Advisor	645	678	855
Majorettes	1,974	2,321	2,735
Central Fund	2,465	2,792	3,176
Drama (2 Plays)	5,733	6,123	6,616
Athletic - Business Manager/Athletic Coordinator 7/8	3,463	3,698	4,119
Student Council	2,426	2,801	3,220
Band Director	8,774	9,301	9,901
Band Director (A)	3,707	4,039	4,505
National Honor Society	1,071	1,252	1,490
Academic Decathlon	2,213	2,533	2,849
Choir Director (includes Chamber Choir)	3,437	3,575	3,714
Set Construction	1,462/show	1,518/show	1,576/show
Light and Sound	1,123/ show	1,167/ show	1,212/ show
Choreographer	1,462/ show	1,518/ show	1,576/ show
Instrumental Director - Musical	2,143	2,225	2,309
Vocal Director - Musical	2,143	2,225	2,309
Jr. High School Choir Director	1,926	2,003	2,076

SCHEDULE J

7th and 8th GRADE ACTIVITIES

2005-2006, 2006-2007, 2007-2008

POSITION	2005-2006	2006-2007	2007-2008
A.V.	2,492	2,604	2,721
Band Director	2,599	2,716	2,838
Bowling	1,087	1,136	1,187
Co-Curr. Coordinator	936	979	1,023
Coordinator	3,640	3,804	3,975
Drama (2 plays)	2,871	3,001	3,135
Honor Society	1,166	1,218	1,273
Interscholastic	3,418	3,572	3,733
Intramurals	2,799	2,925	3,057
Newspaper	1,842	1,925	2,012
Student Accounts	1,245	1,301	1,360
Student Council	1,893	1,978	2,067
Student Council (A)	959	1,002	1,047
Yearbook	1,841	1,924	2,011
Bergen Brain Busters	2,029	2,120	2,216

ELEMENTARY SCHOOL

POSITION	2005-2006	2006-2007	2007-2008
A.V.	1,477	1,543	1,612
SAFETY PATROL	1,477	1,543	1,612

