



**AGREEMENT**

**Board of Education  
of the  
West Windsor-Plainsboro  
Regional School District**

**and**

**West Windsor-Plainsboro  
Education Association**

**July 1, 2013 through June 30, 2016**

A G R E E M E N T

Between:

Board of Education of the West Windsor-  
Plainsboro Regional School District

and

West Windsor-Plainsboro Education Association

Effective Date: July 1, 2013 through June 30, 2016

Agreement Date: June 13, 2013

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**ARTICLE I**  
Recognition Agreement

1:1 Pursuant to Chapter 123, Public Laws of 1974, State of New Jersey, the Board recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for all full-time certificated personnel under contract to the Board.

Including:

- Classroom Teachers
- Summer School Teachers
- Homebound/Bedside Teachers
- Guidance Personnel
- Learning Disability Consultants
- Nursing Personnel
- \*Part Time Teachers
- School Psychologists
- School Social Workers
- Speech Therapists
- Occupational Therapists
- Physical Therapists
- 12 month teacher/facilitator
- Athletic Trainer

But excluding:

- Superintendent
- Directors
- Principals
- Assistant Principals
- Business Administrators
- Administrative Assistants
- Certificates for the State of New Jersey
- \*Per Diem Teachers
- All other personnel of the Board not specifically included above.

1:2 Unless otherwise indicated, the term "teacher", when used hereafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as above defined.

**\*DEFINITIONS:**

Part-time teachers are defined as teachers employed under contract who work fifty percent or more time but less than 100 percent.

Per Diem Teachers are defined as teachers whose salary is computed on a daily basis.

## **ARTICLE 2**

### **Negotiation Procedure**

2:1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, State of New Jersey, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teacher's employment. Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all members of the unit as defined, be reduced to writing, signed by the Board and the Association, be ratified by the Association, and be adopted by the Board.

2:2 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

2:3 Pursuant to Chapter 123, the Board of Education agrees not to conduct negotiations concerning terms and conditions of employment with anyone other than the representative as defined in Article 1, for the term of this Agreement.

2:4 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

2:5 This Agreement shall not be modified in whole or part except by an instrument in writing duly executed by both parties.

2:6 A minimum of two meetings will be scheduled each month during negotiations. Notification of any cancellation will be made at least 24 hours prior to the beginning of the scheduled meeting, except in case of emergency.

## **ARTICLE 3**

### **Grievance Procedure**

3:1 A "grievance" shall mean a complaint by a teacher that there has been either a personal loss, injury, or inconvenience because of a violation, misinterpretation or inequitable application of Board policy, this Agreement or an administrative decision, affecting the terms and conditions of teacher employment as covered by this Agreement. A grievance to be considered under this procedure must be initiated by the teacher within twenty (20) work days from the time when the teacher knew or should have known of its occurrence.

3:2 **PURPOSE** - The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### 3:3 PROCEDURE

3:3:1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall be deemed a rejection of the grievance and permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3:3:2 It is understood that teachers shall, during and notwithstanding, the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3:4 LEVEL ONE - Any teacher who has a grievance shall discuss it first with his/her immediate supervisor or principal in an attempt to resolve the matter informally. A teacher who holds a coaching position and has a grievance related to that position would begin the process with the Director of Athletics. If, as a result of this discussion, the matter is not resolved satisfactorily within five (5) working days, the grievance shall move to level two.

3:5 LEVEL TWO - The grievant shall set forth the grievance in writing to the immediate supervisor or principal, specifying:

- a. The nature of the grievance;
- b. The nature and extent of the injury, loss or inconvenience;
- c. The result of previous discussions; and
- d. The dissatisfaction with decisions previously rendered.

The immediate supervisor or principal shall communicate a decision to the grievant in writing within ten (10) working days of receipt of the written grievance.

3:6 LEVEL THREE - The grievant, no later than five (5) working days after receipt of the decision in the foregoing step, may appeal the decision to the Superintendent of Schools.

The appeal to the Superintendent must be made in writing, reciting the matter as specified above and the grievant's dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as promptly as possible, but within a period not to exceed fifteen (15) working days. The Superintendent shall communicate the decision in writing to the grievant and the principal and/or immediate supervisor.

3:7 LEVEL FOUR - No claim by a teacher shall constitute a grievable matter beyond Level Three or be processed beyond Level Three if it pertains to:

- a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.

b. A complaint of a non-tenured teacher which arises by reason of not being re-employed.

c. A complaint by any certificated teacher occasioned by appointment to retention in, or lack of retention in any position for which tenure is either not possible or not required.

3:7:1 If the teacher is dissatisfied with the decision of the Superintendent and if the grievance pertains to a violation of this Agreement between the Board and the Association, the teacher or the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than 10 working days after the decision, in writing to the Superintendent.

3:7:2 A teacher, in order to process the grievance beyond Level Three, must have the request for such action accompanied by the written recommendation for such action by the Association.

3:7:3 Within ten calendar days after such written notice of submission to arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator. The following procedure will be used to secure the services of an arbitrator.

a. A joint request shall be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

b. If the parties are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request the Public Employment Relations Commission to submit a second list.

c. If the parties are unable to agree, within ten calendar days of the initial request for arbitration, upon a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the agreement between the parties or any policy of the Board of Education. The recommendation of the arbitrator shall be binding on both parties. Only the Board, the teacher, the teacher's representative, the Association and the principal and/or immediate supervisor shall receive copies of the arbitrator's report. This shall be accomplished within fifteen (15) working days of the completion of the arbitration hearings.

### 3:8 COSTS OF ARBITRATION

3:8.1 Each party shall bear the total cost incurred by itself.

3:8.2 The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such cost will be shared equally.



3:9 Whenever by mutual agreement of the parties, any representative of the Association or any teacher participates in grievance proceedings during working hours, that person shall suffer no loss in pay.

3:10 Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected by the grievant.

#### **ARTICLE 4**

##### **Rights of the Parties**

4:1 Pursuant to Chapter 123, Public Laws 1974, State of New Jersey, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of the Laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, State of New Jersey, or other laws of New Jersey, or the Constitution of New Jersey and the United States.

4:2 The Board of Education, subject only to the language of Chapter 123, Public Laws 1974, State of New Jersey, and this Agreement reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duties because of lack of work, or for other legitimate reasons; (d) to maintain the efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

4:3 No teacher shall be disciplined without just cause.

4:4 Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with, or interrupt, normal school operations and that approval has been granted by the appropriate administrator. Such approval shall not be withheld unreasonably.

4:5 Representatives of the Association shall be permitted to use school office equipment at all reasonable times, provided that this shall not interfere with normal school operations and provided that approval has been granted by the appropriate administrator. Such approval shall not be unreasonably withheld.

4:6 The Association shall have, in each school building, the use of a bulletin board in each faculty room. The Association shall also be assigned adequate space on the bulletin board in the central office of each school building for Association meeting notices provided copies are presented in advance of posting to the appropriate administrator.

4:7 The Association shall have the right to reasonable use of the school mailboxes and the inter-school mail facilities. A courtesy copy of general Association mailings shall be placed in the Superintendent's and principal's mailboxes. The responsibility for the contents of the communications sits wholly with the author. The Association agrees to hold the Board harmless in the event of claims arising out of the distribution of Association materials.

4:8 In the posting of the Association materials and the use of mail boxes, a designated Association representative shall indicate the responsibility for such posting or mailing by signing the material being posted or mailed or by marking with the stamp of the Association.

4:9 Whenever any teacher is required to appear before the Board or any officer of the Board, or any committee thereof concerning any matter which could adversely affect the continuation of that teacher in the office, position, or employment or the salary or any increments pertaining thereto, then the teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise the teacher and represent the teacher during such meeting or interview.

4:10 No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

4:11 Whenever, by mutual agreement of the parties, any representative of the Association or any teacher participates in negotiations during working hours, the teacher shall suffer no loss in pay.

4:12.1 The Board shall grant the President of the West Windsor-Plainsboro Education Association the elimination of supervisory duties for a high school teacher, or in the case of an elementary teacher, his/her presence will not be required until the start of instructional time to perform his/her duties. In addition, the Board will release the President from in-service days and the President and or one other Association officer for a 1/2 day per month to perform his/her duties, with no loss in pay.

4:12.2 In lieu of 4:12.1, the Association President may choose on an annual basis to be released from all duties. If the President is a middle school or high school teacher, the president may alternatively choose on an annual basis to be released from duties on a part time basis. The Board will pay full salary and benefits while the release time is in effect, but the Association shall reimburse the Board monthly for full salary or partial salary, whichever applies. Seniority and length of service in the district shall continue to accrue. This paragraph expires on June 30, 2016.

4:13 The Board shall grant the 1<sup>st</sup> and 2<sup>nd</sup> Vice Presidents, the Building Vice Presidents, Treasurer, Secretaries, and the Grievance Chairperson of the West Windsor-Plainsboro Education Association the elimination of supervisory duties for a high school teacher, or in the case of an elementary teacher, at least a 30 minute block of release time will be provided during the school day. The Negotiations Vice President shall be relieved of all supervisory duties.

4:14 The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted to the Association, as the exclusive representative of the teachers, and to no other teacher representative organizations.

4:15 Each teacher is entitled to an adequate work space for handling all work-related paperwork and to a safe location to lock personal belongings. Except where space is limited, each teacher will have an individual lockable desk and lockable file cabinet/file drawer. Where space is limited, each teacher will have at least a lockable file cabinet/drawer and a suitable work space.

## **ARTICLE 5**

### **School Calendar and Work Year**

5:1 Prior to March 1st of each year, a committee designated by the Association, shall make recommendations to the Superintendent concerning the school calendar prior to its adoption by the Board.

5:2 The Board, in determining said school calendar, shall consider the recommendations of the Association prior to the adoption of the official school calendar.

5:3 The scheduled in-school work year for teachers employed on a ten month basis, other than new teachers who may be required to attend additional orientation days, shall not exceed 186 days. Unused inclement weather days will be eliminated from the school year. The actual in-school work year shall be 183 days. It is within the Board's discretion to determine each school year which days, if any, shall be early dismissal days for students and/or teachers; however, the day before Thanksgiving and the day before winter break shall remain early dismissal days for students and teachers; and parent/teacher conference days shall remain early dismissal days for students only. (See also 6:1.4).

5:3.1 The number of student instructional days shall not exceed 180. Work days in addition to student instructional days shall be used for professional development.

5:3.2 In the event that any school(s) is closed on a student instructional day(s), prior to the completion of an official student day under the Education Laws (e.g., when due to inclement weather, lack of power, lack of water or other circumstances), the Board reserves the right to cancel a professional development day(s) for affected staff, and use that day as a student instructional day(s), in order to make up the lost student day(s).

5:3.3 The Board may require that teachers new to the District attend up to five (5) additional professional development days during the summer recess before and after their first year of service. The total number of days over the two (2) periods of summer recess shall not exceed five (5) days. These days are without compensation. The additional professional development days for new teachers include teachers who return to the District after resignation. Summer recess is defined as the period between the last day of school for teachers in one school year, and the first day of school for teachers in the next school year; however, the additional professional development days must take place within five (5) weekdays (not counting holidays) of the beginning and/or end of the work year for these teachers.

5:4 The in-school work year shall include days when pupils are in session, orientation days and any other days when teachers' attendance is required.

5:5 Principals will make every effort to schedule back-to-school nights in such a manner that teachers will only be in attendance at one back-to-school night.

## **ARTICLE 6**

### **Teaching Hours and Teaching Load**

6:1 As a professional, a teacher is expected to devote to this work the time necessary to accomplish the task at hand. The Association agrees that a teacher's day is not necessarily coterminous with that of a pupil. However, it shall be no less than that which is established for the pupils. The school day for teachers shall not exceed seven hours and fifteen minutes consecutively, except where teachers remain during school emergencies to protect the health and safety of children.

Teachers shall not be required to attend or supervise after school or evening activities such as dances, plays, concerts, movie nights, athletic contests, etc. unless there are no qualified volunteers or insufficient qualified volunteers available. Any teacher assigned to an activity will be paid the appropriate contractual rate. Teachers who have evening activities directly related to classroom assignments would be expected to attend these activities. Teachers of music, for example, would be expected to attend and conduct a concert. Class or activity advisors who receive an extra-duty pay stipend would attend an after-school event involving their group.

6:1.1 No teacher shall be required to attend more than four (4) meetings in any month.

6:1.2 Every effort shall be made to restrict the times for meetings referred to in 6:1.1 to one hour beyond the time that teachers can be expected to be present for the start of such meetings at the end of a school day. The same effort shall be made when staff members from more than one school are meeting together.

6:1.3 Other committees and meetings are permitted under the terms of this Agreement, however, it is understood by the parties that teacher participation in such committees or meetings is voluntary.

6:1.4 Teachers may be required to attend one evening parent conference. Such conference shall be scheduled on a reduced day and shall not be scheduled for longer than the time reduced from the regular work day and shall end no later than 8:00pm.

6:1.5 Each teacher shall be required to complete online training to cover those topics that are assigned by the Administration to fulfill requirements of federal laws and regulations, state laws and regulations, and/or Board of Education policies and regulations. Once the total number of training minutes is determined, for each hour of online training, a teacher will be exempt from being required to attend one mandatory meeting, as described in 6:1.1 of the Collective Bargaining Agreement. Calculation of hours will be rounded to the nearest hour.

6:2 All teachers shall have a duty-free lunch period pursuant to Commissioner's regulations.

6:3 Teachers shall indicate their arrival and departure from the buildings by initialing the "sign-in/sign-out" roster.

6:4 Teachers may leave the building without requesting permission during their scheduled duty-free lunch period, but they must indicate their leaving and return by initialing the faculty "sign-in/sign-out" roster.

6:5 (a) Grade 6 through 12 classroom teachers, shall in addition to their duty-free lunch period, have preparation time of at least four hundred (400) minutes per week (with not less than forty (40) minutes of preparation time per day). No duty period shall exceed sixty (60) minutes, and total assigned teaching and duty minutes shall not exceed 1,280 in any week during the school year subject to the limitations set forth in Article 6:8 with no more than two (2) duty periods per week. The foregoing minimum preparation time includes planning time at the middle school level, however, if a teacher has only one (1) preparation period on a given day, that preparation period shall not be a common planning period. During this preparation time, teachers will not be assigned to any other duty. The duty-free lunch period shall be not less than forty one (41) minutes per day.

(b) Teachers represented by the Association shall continue to be eligible to supervise lunches at the middle schools and high schools provided they apply for such positions. Those teachers accepted for such assignments shall be compensated at the negotiated annual stipend for lunch duty as set forth in the collective bargaining agreement and shall not be assigned to a duty outside the lunch period. Teachers who perform lunch duty period supervision shall be entitled to a duty-free 41-minute lunch. Teachers shall be permitted to consume lunch while performing the supervision.

(c) Elementary classroom teachers, shall in addition to their duty-free lunch period, have forty (40) minutes of daily preparation time, during which they shall not be assigned to any other duties.

(d) Elementary teachers shall have at least six (6) forty (40) minute blocks of preparation time per week. During this preparation time, teachers will not be assigned to any other duty.

(e) In lieu of the preparation time for elementary teachers set forth in Article 6:5(c) and 6:5(d), elementary teachers may, in addition to their duty free lunch period, be scheduled for a minimum of 250 minutes of preparation time per week, in no less than 30-minute blocks of time, with no less than one 40 minute block of preparation time each day.

6:6 World language teachers at the elementary level shall receive preparation time under the terms and conditions set forth in Articles 6:5(c), 6:5(d) or 6:5(e); however, they may be assigned no more than eight (8) teaching periods per day and no more than thirty six (36) teaching periods per week.

6:7 When possible, every effort shall be made to limit the number to three preparations assigned to secondary teachers. Departmental staff teachers shall be consulted in the development of such assignments.

6:8 Teachers in the middle school and high school grades six (6) through twelve (12) shall not be required to have more than five (5) teaching periods per day, and not more than twelve hundred thirty (1230) teaching minutes per week.

6:8.1 The parties agree to form a committee to explore options for changes in the terms and conditions regarding staff assignments within the scope of the current high school four (4) day rotating drop schedule.

Meetings shall begin in September 2013 with final non-binding recommendations of the committee due on February 1, 2014.

These recommendations shall be forwarded to the respective negotiations teams for potential sidebar negotiations.

The committee shall be composed of three (3) administrators/supervisors chosen by the WW-P Board of Education and six (6) teachers chosen by the WW-P Education Association, including at least one high school science teacher. The committee shall include at least one member who served on each of the respective negotiations teams.

6:8.2 The parties agree to form a committee to explore options for changes in the terms and conditions regarding staff assignments and options for changes in the current middle school schedule.

Meetings shall begin in September 2013 with final non-binding recommendations of the committee due on February 1, 2014.

These recommendations shall be forwarded to the respective negotiations teams for potential sidebar negotiations.

The committee shall be composed of three (3) administrators/supervisors chosen by the WW-P Board of Education and six (6) teachers chosen by the WW-P Education Association, including at least one non-team teacher. The committee shall include at least one member who served on each of the respective negotiations teams.

6:9 A supervisory period is one in which a teacher supervises children while they work independently. A teacher shall not be involved in any type of formal instruction during this period.

6:10 Twice a year, with the approval of the principal, teachers will be provided with a half-day of release time to perform professional non-instructional activities.

6:11 Teachers who are required to travel between buildings during some part of their lunch period or planning period in the course of their employment shall be paid a \$1200 stipend per year, pro-rated according to the number of days traveled or shall be guaranteed a lunch period and a professional planning period which cannot be used for travel time.

6:12 Flextime assignments shall only be available to tenured staff. They may voluntarily accept or reject a flextime assignment which begins and ends the workday earlier or later than the contractual workday. The acceptance of a flextime assignment will be effective for the entire school year. Positions shall be posted, as are all other positions in the contract. Assignments shall be offered annually.

#### 6:13 Twelve Month Employees

Twelve month staff (teacher/facilitator) will be covered by all aspects of the contract related to ten month staff, with the following exceptions:

6:13.1 12 month staff shall receive thirteen (13) vacation days per year during their first five (5) years of service. After the first five years of service, the number of vacation days shall be 20 days per year.

6:13.2 Vacation days may be accumulated up to a maximum of 45.

6:13.3 Accumulated vacation days beyond the 45 days shall be converted to sick leave, however, no person may increase his/her total accumulation of unused sick days by more than 15 days in one year.

6:13.4 If a twelve month staff member becomes a ten month staff member, he/she will be compensated for any unused vacation time at the rate of 1/240 of his/her 12 month salary.

6:13.5 Vacation days for 12 month staff must be approved by their Supervisor. If the 12 month staff member has teaching responsibilities, his/her vacation schedule must also be approved by their Building Principal.

6:13.6 The holiday schedule for 12 month staff shall be the same as for administrators, with the addition of two (2) days off for NJEA convention. The total number of holidays, including floating holidays and NJEA convention days, shall be 22 per school year.

6:13.7 12 month staff shall receive 14 sick days per year.

6:13.8 12 month staff may be required to work one hour a day more than 10 month staff throughout the calendar year.

6:13.9 The salary of the 12 month staff shall be computed at the appropriate 10 month teacher base salary, step, longevity and educational level, plus an additional 20 percent.

6:13.10 The regular teaching load for a 12 month teacher/facilitator shall not exceed one teaching period per day. A 12 month teacher/facilitator who is called into work outside of his/her regular work time by the Director of Technology (or designee) shall be compensated at the hourly rate set forth in Article 11:2.

## **ARTICLE 7**

### **Class Size**

7:1 The number of students to be taught in a particular class is determined in part by the adequacy of the physical facilities and the nature of the course offered.

## **ARTICLE 8**

### **Evaluation**

8:1 The Board and the Association agree that an evaluation of the teacher is essential to uphold the standards of the school system.

8:2 All teachers shall be evaluated in writing by appropriate certified supervisory staff. Non-tenured teachers shall be evaluated a minimum of three (3) times per year. A copy of any observation or evaluation report shall be presented to the teacher at least three (3) days prior to any conference to discuss said report. However, it is understood by the parties that this requirement in no way precludes informal discussions of said observation or evaluation by the observer or evaluator prior to the writing of said report. The formal conference pertaining to the observation or evaluation report shall occur not later than ten (10) school days from the time of such observation or evaluation.

8:3 Each teacher shall be presented with a copy of the evaluation prior to its submission to the Superintendent. The appropriate certified supervisor who conducted the evaluation/ observation and the classroom teacher will confer on the positive aspects and weaknesses of the teacher. No evaluations are to be submitted to the Superintendent without offering the teacher an opportunity for signature. The teacher's signature would not necessarily indicate approval of the evaluation, but simply that the teacher has had an opportunity to see the material to be filed. A teacher shall have the right to designate particular areas of disapproval and may request an explanation and the basis for the evaluation in writing. A teacher may request a conference with the Superintendent.

8:4 The sources of all complaints to be acted upon verbally or in writing regarding a teacher, made to any member of the Administration by any parent, student or other persons shall be made known to the teacher, and shall be promptly investigated. The teacher shall be given the opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any such meetings or conferences regarding such complaint. If upon investigation a complaint is found to be without basis in fact, it shall not be placed in the teacher's personnel file.

8:5 The teacher shall acknowledge that there has been an opportunity to review such complaint by signing the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent or designee and attached to the file copy.



8:6 Any material placed in a teacher's file which the teacher has not seen and initialed shall not be used in any proceedings against the teacher, unless the opportunity has been offered to initial said material and the teacher has refused.

8:7 Should a teacher refuse to sign material referred to in this Article, the principal shall invite the designated representative of the Association (building representative) to witness the fact that the teacher has had an opportunity to sign, acknowledging that the opportunity was presented and said building representative shall sign to indicate knowledge of the circumstances.

8:8 State mandated continuing education: Teachers are encouraged to make use of contractual provisions governing in-service opportunities, college courses at the graduate and undergraduate levels, professional growth days and professional conferences to assist in acquiring the mandated 100 hours of State-approved continuing professional development and/or in-service every five years. In addition, the Board will actively assist and support a teacher's effort to meet the State requirement by seeking appropriate approval of all in-service opportunities. Such approval shall appear on in-service registration forms. The Board shall provide a certificate of attendance to all teachers who complete a district in-service program.

## **ARTICLE 9**

### **Teacher Assignment**

9:1 All teachers shall be given written notice of their step-on guide, tentative class and/or subject assignments for the forthcoming year, not later than May 30th of the then current school year.

9:2 Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

9:3 Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed per mile at the rate established by the State and/or Department of Education for school districts.

9:4 Teachers who desire a change in grade and/or subject or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than March 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which transfer is desired, in order of preference.

9:5 When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major field of study, length of service in the West Windsor - Plainsboro School District, length of service in the particular school building and other relevant factors, including, among other things, State and/or Federal laws, rules, regulations, or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

9:6 In the event that a teacher objects, an involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the principal if requested. In the event that a teacher objects to the transfer or reassignment at this meeting, the Superintendent will meet with the teacher upon request. The teacher may have an Association representative at all such meetings.

9:7(a) In the event that a teacher is assigned a transfer during a school year, he/she will be given two (2) days release time or compensation at the summer rate of pay for two (2) days, provided he/she will work in his/her building for at least two (2) days, (6) hours per day.

(b) In the event that a teacher is assigned a transfer after the last day and prior to the first day of the following year, he/she will be given compensation at the summer rate of pay for two (2) days, provided he/she will work in his/her building for at least two (2) days, (6) six hours per day.

(c) Such payment for Article 9:7 a. and b. will be given if an elementary teacher is requested to move from one room to another, or if any teacher is requested to move from one building to another.

## **ARTICLE 10**

### **Promotions and Vacancies**

10:1 Notice of all vacancies, new positions and promotional opportunities shall be furnished to the Association and posted on the District web site, and disseminated through the district e-mail distribution list in advance of or simultaneously with the public announcement and at least fourteen (14) calendar days prior to the position being permanently filled. Such notice shall contain the job description and salary range for the position. Where necessary the Board can fill positions on an interim basis until the posting process has been completed.

10:2 When posted positions are filled, a notation to this effect shall be furnished to the Association and posted on the District web site and the bulletin board for one (1) week thereafter.

10:3 Nothing in this Article shall be construed to prohibit the Superintendent from interviewing potential applicants from outside the District.

10:4 The Board will provide a bulletin board in the main office of each building designated strictly for posting vacant and filled positions.

10:5 The Board agrees to consider professional background and attainments of all applicants. Each teacher applicant not selected shall be so notified in writing by the Superintendent.

10:6 Properly certified employees who apply for a posted position shall receive an interview, except as follows:

10:6.1 There is no requirement to interview more than (5) employees for any position.

10:6.2 This interview requirement does not apply to situations involving the reassignment of staff due to the opening of a new school, expansion of an existing school, grade realignment or any other type of district reconfiguration. Vacancies remaining unfilled shall be subject to 10:6.1

## **ARTICLE 11**

### **Compensation for Additional Professional Activities**

11:1 All openings for positions for summer school and homebound, federal projects, grants, curriculum and stipend positions shall be posted as in 10:1, but shall not be subject to the conditions of 10:6. Positions exclusive to a particular building shall be posted in that particular building. Coaching positions shall be posted district wide.

11:2 Salary schedules for positions included in this Article shall be negotiated under procedures outlined in Article 2 of this Agreement as a separate schedule, provided that salaries for the summer program shall be \$47.09 per hour.

11:3 During summer school, a teacher employed shall be entitled to two (2) sick days without loss of pay. Such sick days shall not be cumulative.

11:4 By May 1 of each year, teachers will be notified as to the open summer school positions and hours and weeks of work expected, in order that interested personnel may apply. Notification of employment for summer school shall be made no later than May 30 preceding the beginning of summer school.

11:5 Homebound or bedside instruction shall be compensated at the rate of \$47.09 per hour.

11:6 Child Study Team members, occupational therapists and physical therapists who are required to work during a time when school is not in session shall be paid an amount which will be prorated according to their regular contractual salary. Occupational therapists who were employed in the district as of June 30, 2008 shall be compensated for such work at the rate of \$65.69 per hour. Physical therapists who were employed in the district as of June 30, 2008 shall be compensated for such work at the rate of \$76.45 per hour.

11:7 Teachers shall be compensated at the rate of \$47.09 per hour for workshops and in-service presentations. Compensation will only be made in the event that the workshop and in-service presentations are performed outside of school hours. This paragraph applies only to workshops and in-service programs presented to district staff, and to programs for non-district staff if the teacher is assigned to present such a program.

11:8 Teachers shall be compensated at the rate of \$47.09 per hour for curriculum development work when such work is performed outside of their contracted work days. Compensation shall be paid upon submission of project documentation.

11:9 Teachers shall be compensated at the rate of \$47.09 per hour for Title I in-school academic assistance.

11:10 Teachers shall be compensated, in lieu of any other compensation, \$50 per half-day session and \$100 per full-day session when they attend in-service programs in response to a specific administrative invitation on days outside of their contracted work days. This payment shall not apply to any conferences or courses teachers attend in accordance with Articles 14:11, 14:12, or Articles 19:1 through 19:7.

11:11 A school nurse who accompanies student(s) on a trip that is an approved school activity outside the school district shall receive additional compensation when s/he is serving in the capacity of a school nurse and the trip includes (1) an overnight stay of one or more nights or (2) the trip takes place on a day that school is not in session. Compensation for school nurses shall be determined as follows: Nurses shall receive additional compensation in the amount of \$167.19 per diem for a trip with an additional per diem \$111.46 for each overnight stay. School nurses employed by the school district shall have the opportunity to cover all school trips for which school nursing services are requested that include 50 or more students. If a trip does not qualify for the additional compensation set forth above, but extends more than thirty (30) minutes past the nurse's regular work day, the nurse shall be paid at the hourly after school supervision rate beginning after that thirty (30) minute period. The compensation for school nurses set forth in this paragraph shall be in lieu of any other stipend that may be provided to staff members for supervising or chaperoning students on particular trips.

11:12 The parties agree to form an advisory, district-wide professional development committee, which shall include four (4) teachers (two representing K-5 schools, one representing middle schools and one representing high schools) and two (2) administrators.

The Advisory Committee shall provide input on District-wide professional development planning and implementation for each school year, including activities conducted on workdays when students are not in attendance.

There shall be no more than ten (10) meetings per school year.

Openings for committee membership shall be posted and applicants shall be considered for the positions, interviewed and selected in accordance with the terms and conditions of Article 10 of the Collective Bargaining Agreement.

Teachers on the Advisory Committee shall be paid an annual stipend of \$1,000.00.

This provision shall sunset on June 30, 2016.

## **ARTICLE 12**

### **Superintendent's Advisory Council**

12:1 A joint Superintendent's Advisory Council will consist of the following positions: two members of the Board of Education; two administrators appointed by the Superintendent; one representative from each building appointed by the Association; and one ad hoc member appointed by the Association. The Council shall meet at least four (4) times a year and advise and consult the Board on matters regarding the effective operation of the school district. Council meetings are not intended to take the place of negotiations.

12:2 The Superintendent's Advisory Council shall establish its own rules of procedure. The Council shall appoint its own chairman. The Council shall meet by prepared agenda. The Council shall be empowered by majority vote to form subcommittees to study and render reports to the Council concerning the topics suggested in 12:1 above.

12:3 The primary function of the Superintendent's Advisory Council is to recommend for Board consideration the establishment of policies and practices pertinent to the items suggested in 12:1 above. The Council, in preparing its recommendations for Board consideration shall, at all times, avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for minority reports, if any, pertaining to its recommendations.

12:4 The Board shall reply to the recommendations of the Council setting forth in writing its reaction to such recommendations within a reasonable period of time, as indicated by the nature of the recommendations.

12:5 All reports and recommendations outlined above in 12:3 shall be in writing.

12:6 Meetings shall generally be held during evening hours, usually beginning at 7:30 P.M.

12:7 The Board, in order to establish this Council and to enable it to function adequately, agrees to budget \$300 annually to provide for expenditures related to the work of the Council.

### **ARTICLE 13**

#### **Sick Leave**

13:1 Definition - Sick leave shall be defined to mean the absence from the post of duty of any teacher because of personal disability due to illness or injury, or because the teacher has been excluded from school by the school district's medical authorities on account of contagious disease, or of being quarantined for such disease in the immediate household.

13:2 Allowable sick leave shall be defined to mean sick leave with full pay.

13:2.1 All full-time teachers shall be credited with twelve (12) days cumulative sick leave at the beginning of each school year. Teachers beginning full-time employment after the school year has begun will be credited with allowable sick leave at the rate of one (1) day for each month, or part thereof, remaining in the school year at the time their full-time employment begins. Three (3) additional non-cumulative days of allowable sick leave shall be available to teachers who have used all accumulated allowable sick leave.

13:2.2 Part-time teachers (as defined in Article I) shall receive sick leave prorated upon the relationship of part-time to full-time employment.

13:2.3 Unused allowable sick leave shall be accrued at the rate of no more than twelve (12) days per year for all future years of employment by this school district.

13:2.4 If employment is terminated in any given year, then the allowable sick leave for that year shall be based on one day for each month of employment for that contractual year up to twelve (12) days.

13:3 Leave in Excess of Accumulated Allowable Sick Leave - Sick leave by teachers in excess of the annual and accumulated leave shall result in the deduction of 1/200 of the annual salary for each such day.

13:3.1 By individual consideration of unusual cases, the Board may grant sick leave with partial salary over and above the annual and accumulated allowable sick leave.

13:4 Physician's Certificate - The Superintendent may require a physician's certificate as verification for any period of sick leave.

13:5 Physical Examination - The Superintendent may require a physical examination by the medical inspector or an approved physician, at the expense of the Board, prior to the return to service of any teacher who has been on sick leave.

13:6 Upon retirement from the West Windsor - Plainsboro Regional School District, with at least 20 years of service to the district, an employee shall be compensated for accumulated sick leave on the following pro-rata basis, i.e., one(1)day of their then current rate of pay for every four (4) days of accumulated sick leave. Compensation for unused sick days on the same basis will become payable to the estate of the individual if he/she dies while in active service.

13:7 No less than 30 days prior to his/her date of retirement, the employee shall elect how funds due under Article 13:6 shall be paid. The employee may elect to receive the funds in a check (payable within 60 days following the effective date of retirement) or may make any election permitted by IRS into a tax deferred retirement plan, such as a 457 plan.

13:8 At the end of the school year, unused Personal Business Leave shall be accumulated as sick leave.

13:9 Notification of Sick Leave - Teachers shall be given a clear, written account of accumulated sick leave days, as of the prior June 30, no later than October 31 of each school year.

## **ARTICLE 14**

### **Temporary and Extended Leaves of Absence**

#### **14:1 Personal Business Leave**

14:1.1 Definition - Personal Business Leave is defined as the absence of a teacher from the post during school hours for reasons such as the following:

- a. Religious holidays
- b. Closing on the purchase of a home
- c. Moving day

- d. Court appearance or other legal matters (See Article 14:10 regarding legal process)
- e. Entering offspring in college
- f. Attending graduation of offspring or spouse
- g. Attending wedding of member of immediate family
- h. Marriage
- i. Adoption
- j. To participate in the educational experience of an employee's child or spouse
- k. Other emergency or urgent reasons not mentioned above

14:1.2 Personal Business Leave shall not be used to extend a school holiday or vacation period without approval of the Superintendent. A request for Personal Business Leave made for a time occurring immediately preceding or following a vacation period or holiday will, of necessity, therefore, require the reason for said leave be set forth in the application in order that the Superintendent's discretion may be exercised.

14:2 Amount of Leave - A teacher shall be granted up to three (3) days of Personal Leave per year with full pay. Such days shall be counted only when school is in session, or when the teacher would normally be fulfilling school responsibilities. Unused Personal Business Leave shall be accumulated as sick leave at the end of the year.

14:2.1 Part-time teachers (as defined in Article 1) shall receive Personal Business Leave prorated upon the relationship of part-time to full-time employment.

14:3 Forms and Procedures - Teachers desiring Personal Business Leave shall submit Form A-26 "Application for Personal Business Leave".

14:3.1 The request for leave shall normally be submitted in duplicate to the principal at least four (4) school days in advance of the desired date of the leave, if this is possible. If the leave is the result of an emergency, the form shall be submitted immediately upon return to service.

14:3.2 A teacher's reason for making application for Personal Business Leave shall not be required except when such leave is requested for the day immediately preceding or following a school holiday or vacation period.

14:3.3 If the date(s) requested for Personal Business Leave is in conflict with that of a special school activity such as a class field trip, a school-wide assembly program or a program for which the teacher's presence is desirable, the application shall be subject to approval by the building principal.

14:4 A tenured teacher shall be granted up to twenty (20) days of Adoption Leave with full pay. Such days shall be counted only when school is in session, or when the teacher would normally be fulfilling school responsibilities. (See Article 17 regarding extended adoption leave without pay.)

14:5 Leave Beyond the Limits of this Section - No other leaves of absence with or without pay may be taken without approval by the Board. Requests for such leave shall be submitted on Form A-26.

#### 14:6 Absence for Family Illness

14:6.1 Family illness shall be defined to mean illness or injury to a member of the immediate family as defined in 14:7.2.

14:6.2 A teacher shall be granted three (3) days of absence for family illness per year with full pay. Such days shall be counted only when school is in session, or when the teacher would normally be fulfilling school responsibilities. Two days from 13:2 may also be used as family illness days per year.

#### 14:7 Absence for Death

14:7.1 Death leave shall be defined to mean the leave from a post of duty of a teacher due to the death of either a member of the immediate family or another close relative.

##### 14:7.2 Amount of Leave at Full Salary

- a. Immediate Family: up to seven (7) days leave per occurrence without loss of pay shall be granted when a teacher suffers the loss of a member of the immediate family. "Immediate family" shall include husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law, civil union partner and domestic partner as defined by the New Jersey School Employees' Health Benefits Program.
- b. Other close relatives: up to three (3) days leave per occurrence without loss of pay shall be granted when a teacher suffers the loss of an aunt, uncle, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, son-in-law, daughter-in-law, anyone living in the same domicile at time of death.
- c. Relative not a member of the immediate family or close friend: up to one (1) day of leave per occurrence without loss of pay shall be granted for a teacher to attend the funeral of a relative who is not a member of the immediate family or close friend.

14:7.3 Computing Days - In computing such leave, the following days will not be counted: legal holidays, weekends, or other days when teacher's attendance is not required.

14:7.4 Coordination of Leave - Whenever such leave is required, the principal or the teacher's immediate supervisor shall be notified so that suitable arrangements can be made for a replacement during the period of the leave.

14:7.5 Forms and Approval - Requests for such leave shall be submitted on the appropriate form. The Superintendent of Schools is granted discretionary authority to grant leaves of absence, with or without pay, within the framework of this policy.



14:7.6 Part-time teachers (as defined in Article 1) shall receive Death Leave prorated upon the relationship of part-time to full-time employment.

14:7.7 Unusual Circumstances - In unusual circumstances, the Superintendent is authorized to determine if the relationship with the deceased represents a closer relationship than could be covered by any policy, or rule, or to determine if a longer leave period is warranted because of special circumstances. In such instances, the Superintendent is authorized to take discretionary action.

#### 14:8 Leave for Jury Duty

14:8.1 Exemption from Jury Duty - Teachers who reside in New Jersey may seek to be excused from any panel of grand or petit jurors under exemptions listed in N.J.S.A. 2B:20-9 while school is in session and for other stated reasons as outlined in this cited statute.

14:8.2 Right to Serve on Jury- Teachers shall retain the right to serve on either grand or petit juries, if they decide not to seek to be excused.

14:8.3 Signifying Intention of Possible Jury Service - Whenever a teacher has been notified that the teacher's name has been drawn for jury service, the teacher shall notify the principal of the decision (1) to seek to be excused or (2) to serve. This notice shall be given to the principal not later than the date when the jury notice form has been returned to the jury commission, and the teacher shall continuously keep the principal informed of prospective or actual jury service so that suitable arrangements may be made for a substitute.

14:8.4 Jury Service Time - Teachers shall be released, if they so desire, for appropriate periods of time to serve on either grand or petit juries, but such released time shall not be in excess of that required to carry out this civic responsibility and the allied time for transportation and food consumption. If less than a full day is required for such duty, the principal may request that the teacher return to school for the balance of the school day or to carry out other routine assignments.

14:8.5 Salary - Total remuneration while on jury duty shall not exceed the teacher's total salary. If, as a result of a teacher's determination to perform jury duty, it becomes necessary to replace the teacher in a co-curricular activity, the teacher shall be entitled only to such portion of the salary fixed for the co-curricular activity as would be appropriate for the prorated supervision of the activity.

14:8.6 Fringe benefits - During the length of jury service, the teacher shall continue to receive all fringe benefits as if the teacher were actually performing duties within the district.

14:8.7 Leave Charged - Jury service shall not be charged to any other leave of absence except in those instances where the teacher cannot carry out jury duty for reasons which could be chargeable to a specific leave, such as Personal Business Leave, Religious Observance Leave or Sick Leave.

14:9 Temporary Disability Leave - If after exhaustion of all sick leave, an employee remains ill or disabled and unable to return to work, the employee may request a "temporary unpaid leave of absence" for up to two years in duration. The Board may require medical certification of the illness or disability and assurance from the employee that the employee intends to return to work. Should these conditions be satisfied, the Board will approve the leave and will continue to pay the following benefits provided the employee provides certification that he/she is not eligible for coverage under another plan:

- a. Level of State Health Benefits Program for medical coverage negotiated for the duration of the contract
- b. Dental Insurance
- c. Prescription Insurance

14:9.1 During the leave, if the teacher recovers and is certified by his or her physician as being able to return to a Board-offered vacancy and refuses to do so; or if the employee accepts employment elsewhere, all Board payments (the benefits noted above) will cease.

14:10 Legal requests - absence from school by reason of subpoena or legal process required by law shall be allowed and will not be charged to Personal Business leave.

14:11 Professional Growth Days - Every teacher is entitled to attend at least two professional conferences of one day's duration each school year. All fees and expenses will be paid by the Board up to \$300 per year in total for all conferences. (See Article

14:12 regarding national conferences). Requests to attend professional conferences and requests for payment for travel expenditures must be submitted on the appropriate district forms and include all required documentation. All requests for attendance at professional conferences must be approved in advance by the Superintendent of Schools and/or Board of Education (when required) in accordance with applicable state laws and regulations, and Board policy. Building principals can limit the number of teachers attending conferences on the same day.

14:12 Leave for Professional Conferences (National, state, local conferences of more than one day's duration when overnight lodging is appropriate).

14:12.1 The following criteria will be considered when a teaching staff member requests attendance at a conference:

- a. The conference participation will provide the maximum benefit to the total school program, departmental goals, and professional objectives.
- b. The conference will be appropriate to the teaching and/or professional assignment.
- c. The teacher's seniority will be considered in the event of multiple applications.
- d. Requests to attend national conferences must be submitted on the appropriate district forms and include all required documentation. The application deadline will be no later than October 1 in the school year in which the national conference will be held.

14:12.2 Upon selection to attend an overnight conference:

- a. The teacher will report orally and/or in writing on conference topics to the appropriate supervisor, department, grade level, and/or committee.
- b. The teacher returning from sabbatical leave of absence will be ineligible to attend a national conference during the year following his/her return.
- c. Teachers will attend no more than one paid national conference every three years.
- d. Teachers who choose to participate in this reimbursement plan will not be eligible to do so again for five years. They may, however, attend approved conferences at their own expense.

14:12.3 Up to 3 percent of staff or two staff members in each school or program, whichever is greater, will be eligible for this benefit. The Board will reimburse the staff member for up to \$700 in expenses subject to the requirements and limitations of applicable state laws and regulations, and Board policy.

14:12.4 Number of professional conferences granted per year - The number of professional conferences the Board may grant for any school year shall not exceed the whole number which comes nearest to 3% of the total number of teachers in each school or program (Special Services) or two staff members whichever is greater, as of the deadline for filing of applications for such professional conference for said school year. The board reserves to itself the right to exceed this if it is found that unusual conditions make the granting of additional leaves desirable.

14:13 Other Leaves of Absence - No other leaves of absence with or without pay may be taken without approval of the Board.

## **ARTICLE 15**

### **Sabbatical Leave**

15:1 The Board, upon recommendation of the Superintendent of Schools, may grant sabbatical leaves of absence to eligible teachers. The underlying purpose of the sabbatical leave is to improve the teacher's quality of teaching and to enable the teacher to gain enriching and broadening experience by professional study and research. Major consideration must be given to the benefit which will accrue to the pupils and community through the individual's growth. The Board shall annually budget funds for such purpose, subject to the approval of the electorate. Should conditions be such that in order to budget for such leaves, the Board believes that it will be necessary to reduce programs, staff and/or other necessary items, said funds may not be budgeted or may be reduced if the Association is consulted and approves of such a decision.

15:2 Eligibility - A teacher shall be eligible for a sabbatical leave for the year immediately following the completion of each six (6) consecutive years of service in the school district. A teacher shall not be eligible for more than one (1) sabbatical leave in any seven (7) year period.

15:3 Length of Leave - Such leaves of absence shall be for one (1) full academic year.

15:4 Number of Leaves Per Year - The number of sabbatical leaves the Board may grant for any school year shall not exceed the whole number which comes nearest to 2% of the total number of teachers in the district as of the deadline for filing of applications for such leave for said school year (see 15:6). The Board reserves to itself the right to exceed this if it is found that unusual conditions make the granting of additional leaves desirable. The granting of sabbatical leaves shall be solely within the discretion of the Board. However, same shall not be arbitrarily or capriciously withheld.

15:5 Purpose of Leaves - Sabbatical leaves will be granted for the purpose of professional study and research. A teacher whose objectives do not clearly fall under these categories may submit an application provided the objectives are fully substantiated.

15:6 Application - The request for a sabbatical leave shall be submitted on Form A-50 prior to December 1 of the school year preceding the academic year for which the leave of absence is desired. All materials pertinent to said leave must be submitted no later than February 1st following the submission of the application.

15:6.1 Applicant's statement of purpose and plan for the sabbatical leave should reflect professional maturity commensurate with ability and experience.

15:6.2 The written application should outline in detail the proposed professional improvement plan to be undertaken and how it is expected to improve the quality of instruction, and any additional information which will be helpful in evaluating the request.

15:6.3 The application shall include details of the plans for one or more of the following:(a) Research - The topic, the objectives and methods to be followed in completing the research;(b) Study - The courses and objectives of the program of study (see 15:9 below).

15:7 Evaluation of Application - The Superintendent of schools shall evaluate each request and shall submit a recommendation to the Board.

15:7.1 In making this evaluation, the Superintendent of schools shall give first consideration to those plans which involve greatest self-improvement and greatest benefit to the school system. A secondary consideration will be the seniority of the teacher applying for leave.

15:7.2 The Superintendent of Schools may request the presence of the applicant at the Board meeting at which the request is to be considered. This will provide the Board with the opportunity to explore to the fullest extent possible the plan and purpose of the teacher.

15:8 Condition of Leave - As a condition for the granting of the sabbatical leave, the teacher shall enter into a contract with the Board to continue in service for a period of at least two (2) years after the expiration of the leave of absence. Upon failure to continue, the teacher may be required to repay to the Board a sum bearing the same ratio to the amount received while on sabbatical that the unfulfilled portion of the two subsequent years' service bears to the full two years. However, the teacher shall be released from such

payment if the failure to serve the stipulated two years be due to illness or disability, or if the teacher is discharged from the position. In addition, no repayment will be due from the teacher's estate, if the teacher should expire before the end of the two-year period.

15:9 Salary and Benefits - A teacher on sabbatical leave shall receive a salary based on the following:

a. A teacher on sabbatical leave shall receive a salary equal to 100% of the salary received were the teacher teaching in the school system that year, when such leave is for the purpose of graduate study in the area in which the teacher is presently assigned.

b. A teacher on sabbatical leave shall receive an salary equal to 50% of the salary received were the teacher teaching in the school system that year, when such leave is for the purpose of graduate study in an area not presently assigned.

c. Under either (a) or (b) above, the graduate study, in order to qualify for a sabbatical, must be at an institution of higher learning meeting the criteria of Article 19:3.

15:9.1 Salary payments will be made on the same basis as for other teachers.

15:9.2 From this compensation, regular deductions shall be made for the Teacher's Pension and Annuity Funds, and such other deductions that are required or that have been requested by the teachers as per Article 20.

15:9.3 The Board will continue its normal contribution for major medical insurance and other fringe benefits for the teacher during such leaves of absence.

15:9.4 During a sabbatical leave, the teacher shall continue to accumulate sick leave.

15:9.5 The leave of absence shall be counted for purposes of seniority and advancement on the salary guide. A teacher returning from sabbatical leave shall be placed on the step of the appropriate guide the teacher would have attained had the teacher taught the entire previous year in the school district.

15:9.6 The tuition reimbursement provisions of Article 19 of this Agreement shall not be applicable during sabbatical leave; however, the Board will reimburse the teacher for all tuition (up to the New Jersey State College level), textbooks, lab fees, and all other mandatory charges rendered by the college and/or university attended.

15:10 Notification to Teacher - notification of the action taken by the Board on requests for sabbatical leaves will be given in writing by April 1, following the submission of the application.

15:11 Interruption or Termination of Leave - In the event that injury or illness compels the teacher to interrupt or to terminate the sabbatical leave, the teacher must notify the Superintendent of Schools immediately.

15:11.1 Upon receipt of such notification, the Superintendent of Schools shall notify the Secretary of the Board and the teacher that the provisions of the sick leave policy will be applicable from the first day of the next pay period following receipt of such notification.

15:11.2 The teacher shall have the medical reasons for interruption of the leave verified by a medical doctor, and have a report forwarded to the Superintendent of Schools.

15:11.3 Upon release by the teacher's private physician, and the approval of the school medical inspector, the teacher will return to regular duty for the remainder of the school year.

15:11.4 For the balance of the academic year, the teacher will be assigned as needed at the discretion of the Superintendent of Schools within the area in which the teacher is certificated.

15:11.5 In instances where the leave is terminated by illness or injury, the teacher will receive sick pay for a period of time equal to the accumulated sick leave. If the accumulative sick leave is exhausted and the teacher is either unable to resume the leave of absence and carry out the objectives or to return to school, the Board shall determine whether to grant a leave of absence for the balance of the academic year and under what conditions.

15:11.6 If a leave is abrogated, the teacher shall not be restricted from requesting a leave in any subsequent year.

15:11.7 If a leave of absence is terminated, the teacher's seniority and credit shall continue just as if the sabbatical leave had continued.

15:12 Additional Compensation - Since the purpose of this leave is study or research, the applicant shall not accept other employment during the period of leave unless it pertains directly to the objectives and then only upon the approval of the Superintendent of Schools.

15:13 Reports - At the completion of the leave, the teacher shall submit a written evaluation of the experiences in light of the objectives for which the leave was granted. In addition, an oral report may be requested by the Board.

15:14 Revocation of Leave - If the Superintendent of Schools is convinced that the teacher is not fulfilling the purposes for which the leave was granted, the Superintendent shall report this fact to the Board.

15:14.1 If the Board believes that the leave should be revoked, it shall provide the teacher with the opportunity to be heard.

15:14.2 After evaluating the merits of the case, the Board shall either continue the leave of absence or revoke the leave, and return the teacher to service.

15:15 Return to Service- A teacher returning to service after sabbatical leave shall be considered for the same position that was held at the time the leave began, if vacant, or if not, to a substantially equivalent position.

## **ARTICLE 16**

### **Maternity Disability Leave**

16:1 Any regularly appointed employee shall notify the Superintendent of her condition and, if she elects to remain in her position, may be required to submit periodic certification of her continuing fitness to perform her duties.

16:2 The Board of Education recognizes that pregnancy- related disabilities must be treated like other disabilities. Thus, during the four weeks preceding and the four weeks following childbirth, when the employee is presumed to be disabled, she will be entitled to sick leave benefits.

Should disability occur earlier in the pregnancy or continue for more than one month following birth, the employee may use additional sick leave benefits if she presents a physician's statement attesting to her continued disability.

16:3 The Board reserves the right to request a statement of health from said employee's physician and further reserves the right to require the maternity disability leave to start sooner should her condition (mental or physical) warrant this action. Any such action shall be subject to the procedure described in 16:4, 16:4.1 and 16:4.2 of this Article.

16:4 The Board shall not remove any teacher from her duties during pregnancy, except on any one of the following bases:

16:4.1 Performance: Her teaching performance has substantially declined from the time immediately prior to her pregnancy.

16:4.2 Physical Incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical incapacity shall be deemed to exist only if:

- a. The pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or
- b. The Board's physician and the teacher's physician agree that she cannot continue teaching, or
- c. Following any difference of medical opinion between the Board's physician and the teacher's physician, the Board may request expert consultation in which case a third impartial physician, agreed upon by the teacher and the Board, shall be appointed to examine the teacher and render a medical opinion which shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.

16:4.3 Just Cause: Any other "just cause" as defined in NJSA Title 18A.

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16:5 When the anticipated period of disability occurs early in the school year and therefore could substantially disrupt the continuity of the educational process, it may be in the best interest of both parties for the leave to start at the beginning of the school year. Should both the Board and the teacher agree, the employee may use up to two months of accumulated sick leave, despite the requirement that to receive disability payments an employee must work until one month before childbirth.

16:6 In the case of pregnancy, the commencement date of the requested maternity disability leave may be any time prior to birth.

16:7 The Board recognizes that pregnancy does not necessarily disable an employee. Thus, no employee will be required to take unpaid leaves of absences for pregnancy. As described in Articles 16:3, 16:4, 16:4.1, and 16:4.2, the Board may at its discretion require periodic physician certification of the employee's continued fitness to perform her duties.

16:8 As the Board permits employees to work until they are disabled by pregnancy, should an employee choose to take an unpaid leave prior to any actual disability, this employee will not be able to receive sick leave payments when disability does occur.

16:9 Except as otherwise provided in this Article, no tenured or non-tenured employee on maternity disability leave shall be barred from returning to work after the birth of her child by any prescribed waiting period between the birth of her child and the date of return to work; however, each such employee shall be required to file, at least two weeks prior to the date of her return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician stating that she is physically capable of resuming her full duties, provided that if the Board's physician is not in agreement, that conflict of medical opinion shall be resolved in the same manner as set forth in 16:4.2(c) of this Article.

## **ARTICLE 17**

### **Child Care and Adoption Leaves of Absence**

17:1 The Board shall grant child care or adoption leaves of absence without pay (See Article 14:4 regarding temporary adoption leave with pay.) to employees under the following terms and conditions:

17:2 Any tenured or non-tenured employee may request an unpaid leave of absence to care for a newly born or adopted child.

17:3 Employees seeking an unpaid leave of absence for child care or adoption shall, when possible, make written application to the Superintendent not less than 90 days prior to the requested commencement date of the leave. This 90-day notification period may be reduced by agreement between the employee and the Superintendent.

17:4 Any tenured or non-tenured employee may return to work within the school year in which the leave begins, provided he or she shall have requested to do so in the application for a child care or adoption leave of absence and shall have specified the month when he or she desires to return. Any change of the date of return within the same



school year shall only be allowed at the discretion of the Board provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. Such change may be granted by the Board for reasons associated with the pregnancy, birth, adoption, or for other proper causes provided that such change will not substantially interfere with administration of the school. Any tenured employee granted a leave of absence with a return date during the same school year, who wishes to extend said leave beyond the school year in which it commences, shall be permitted to do so if he or she makes application at least three weeks prior to the commencement date of his or her leave of absence and subject to the provisions of 17:5 of this Article.

17:5 An employee under tenure shall be granted a child care or adoption leave without pay for not more than three (3) years from September of the school year in which he or she requests the leave. When the leave is granted, he or she will return as a tenured employee.

17:6 The Board shall not be required to extend the leave on non-tenured employees beyond the school year for which they were hired. Non-tenured employees wishing to return for the following school year shall be considered by the Board for re-employment for the following year.

17:7 Any tenured employee may return to work in a school year subsequent to the school year in which his or her leave begins, provided he or she shall have requested to do so in his or her application for a leave of absence. Any such employee shall be permitted to return to work at the beginning of any of the two school years following the school year in which his or her leave commences, provided such employee has given the Board written notice of his or her intention to do so by no later than the date of January 1 prior to the beginning of the school year in which he or she wishes to return.

17:8 Any employee granted a leave of absence under this Article shall be eligible for an increment in the following year (or in the year in which he or she actually returns from such leave) provided he or she has at least 91 or more working days (10-month employee) of service to the district in the year in which the leave commences.

17:9 No employee on child care or adoption leave shall, on the basis of said leave, be denied the opportunity to substitute in the West Windsor -Plainsboro School district in area of his/her competence.

17:10 An employee granted a leave of absence under this Article shall continue to have his/her medical, prescription, and dental benefits (as set forth in Article 20 of this Agreement) paid by the Board for a period of three (3) months after the beginning of such leave.

17:11 Return to Service - A teacher returning to service after a child care or adoption leave shall be considered for the same position that was held at the time the leave began, if vacant, or if not, to a substantially equivalent position.

## ARTICLE 18

### Salaries

18:1 The salaries of all teachers covered by this Agreement are set forth in the Appendix which is attached hereto and made a part hereof. In the event the 2012-13 Agreement expires without a successor agreement in place, there will be no requirement to pay any increments pending the outcome of negotiations.

Any occupational therapist and physical therapist staff member on payroll as of June 30, 2008, whose annual salary for 2007-08 exceeds the top step of the applicable column of the salary guide for any year of this Agreement, shall continue to be paid at his/her annual salary in effect for the 2007-08 school year.

18:1.1 All employees shall be paid through a direct deposit system under the laws and regulations of the State of New Jersey. The bank selected by the employee must participate in the electronic transfer system and be a member of the Federal Reserve System.

18:2 The Board may withhold the salary raise and/or increment of any teacher upon recommendation of the Superintendent in accordance with New Jersey Law (RS18A:29-14).

18:3 In cases where the Superintendent is aware by February 1 that a salary raise and/or increment may be withheld from a teacher, a warning notice of deficiencies in performance, and/or any other applicable reason(s) for such withholding of a salary raise and/or increment, shall be given to said teacher by March 1 of the school year preceding each school year in which the salary raise and/or increment is to be withheld. Said teacher shall be notified of the intent to withhold salary raise and/or increment by April 1st following the issuance of the warning notice. Notwithstanding the above referenced dates, nothing shall prevent the Board from continuing to evaluate a teacher's performance after the above dates to determine whether an increment should be withheld.

18:4 In the event of the failure of the Board to re-employ a non-tenured teacher, said teacher may request (1) a meeting with the building principal, (2) a meeting with the Superintendent of Schools, and (3) a meeting with the Board during which the teacher may stipulate his/her position relative to the matter.

18:5 Newly hired certificated employees with prior teaching experience, either private or public shall be placed on the same step of the guide as currently employed teachers with the same experience on the salary guide. The following exceptions shall apply:

- (a) Non-certified teachers will not receive credit,
- (b) Certified teachers who have nursery school experience will receive one full year credit for every two years of previous experience. However, once established, the credit agreed upon shall serve as the base from which future progress on the salary schedule will occur.

(c) Newly hired teachers who have teaching experience at a college or university may be granted credit on the salary guide for prior experience as members of a college or university faculty. Experience as an adjunct faculty member shall not be credited.

(d) New employees serving under educational services certifications who have prior experience in the same positions with employers other than public or private schools may be granted credit on the salary guide for analogous experience in such positions (e.g., media specialist receiving salary guide credit for service as a county librarian). Only prior experience that involved working with school age children (pre-K to 12) can be credited under this paragraph.

18:6 Mentoring - Teachers who are assigned mentoring duties shall be guaranteed a minimum of one day per month and more as needed with the approval of the principals. Days worked above the contractual number of days actually required shall be paid pro rata. Mentors shall be paid a stipend of \$2,010 per school year and released to perform the necessary duties of mentoring. If more than one teacher acts as a mentor to a provisional teacher, the stipend shall be equally divided among the members. Mentors shall not be required to directly or indirectly evaluate provisional teachers. The foregoing stipend is applicable to persons mentoring a first year teacher. Persons mentoring a second year teacher will receive one-half of that stipend.

## **ARTICLE 19**

### **Reimbursement of Tuition and Textbook Costs**

19:1 Eligibility - Teachers within the district are eligible to receive reimbursement for the costs associated with the enrollment and attendance in approved courses for professional improvement according to the following regulations.

19:2 The total amount of annual reimbursements to employees represented by the Association pursuant to this provision shall be limited to \$450,000. Reimbursement shall be paid in order of approval. Reimbursement shall cover 100% of the cost of tuition, registration, lab fees and all other mandatory charges at the college and/or university that the employee attends. The employee will be reimbursed for 100% of the costs of textbooks up to a maximum of one hundred (\$100.00) dollars per semester. All books which are purchased under this stipulation become the property of the Board and will be placed in a professional library for the use of all teachers. If attendance or enrollment at a seminar, workshop, or course is specifically requested by the administration, then the Board shall reimburse the teacher for 100% of approved costs. Attendance or enrollment shall be considered "specifically requested" only if it is assigned and required by the administration. Courses, seminars, etc. taken in the context of State mandated continuing education shall not be considered "specifically requested". However, courses, seminars, etc. taken in the context of State mandated continuing education shall be eligible for reimbursement under 14:11 and the remaining provisions of Article 19.

19:3 Criteria for Courses Eligible for Reimbursement - The following criteria will be applied to determine whether a course is eligible for tuition reimbursement:

- (a) A course necessary to renew existing substandard emergency or provisional certificates is not eligible for reimbursement.
- (b) A course may be taken at any institution of higher learning accredited by a regional accrediting organization recognized by the United States Department of Education.
- (c) A course may be taken at the graduate or undergraduate level.
- (d) A course may require class attendance or be taken online.
- (e) A course which is taught primarily through videotaped lessons is eligible for reimbursement only if the Superintendent gives advanced approval to the course based on its instructional methodology.
- (f) (1) The course must be credited toward a degree program, which will broaden or strengthen the teacher's professional background, or (2) the course itself must broaden or strengthen the teacher's professional background. (A teacher may be requested to submit the course description).
- (g) A maximum of 12 credits per year at 100% of college tuition shall be covered by these regulations; however, approval will not be granted for more than six (6) credits during each semester between September and June.

19:4 Approval of Courses – Written course approval by the Superintendent of Schools/ designee is required prior to enrolling in courses for which tuition reimbursement is desired. Subject to the tuition cap limitations set forth in Article 19:2 and criteria set forth in Article 19:3, approval for tuition reimbursement shall be granted in order of submission of course pre-approval requests for courses. All requests for course approval must be submitted via the district's online course approval system in advance of enrollment in accordance with following schedule:

19:4.1 Summer session (covers all courses that begin May 1 or later that are completed after June 30 but prior to the beginning of the school year): Requests for course approval shall be accepted no earlier than April 1 and no later than July 1.

19:4.2 Fall semester (covers all courses that begin August 1 or later that are completed by January 31): Requests for course approval shall be accepted no earlier than July 15 and no later than September 15.

19:4.3 Spring semester (covers all courses that begin January 1 or later that are completed by June 30): Requests for course approval shall be accepted no earlier than November 15 and no later than January 15.

19:5 Notice of Pre-Approval – Teachers shall be informed in a timely manner (a) if the courses submitted for pre-approval are determined to be eligible for reimbursement based upon the course content and (b) whether funds are available for reimbursement. If funds are not available because the pre-approved tuition monies have reached the cap, the teacher shall be placed on a waiting list based upon receipt of the request. If the final reconciliation of tuition reimbursement costs reveals that the cap was not exceeded,

teachers who have pending requests that were not pre-approved due to unavailability of funds shall be advised by email and a telephone call in their order on the waiting list that they may submit requests for reimbursement of eligible courses. Such requests must be submitted within fourteen (14) calendar days of notification of availability of funds.

19:6 Payment - Reimbursement shall be made to the teacher only after submission of proof of the satisfactory completion of the course(s), with a grade of "B minus" or better (or "pass" in a pass/fail course), and evidence of payment of tuition costs. Individual consideration for reimbursement will be given in those instances where it becomes necessary for the registrant to withdraw from a course before the course is completed. Teachers must be in the employment of the district on the date of filing their Application for Tuition Reimbursement in order to qualify for reimbursement. All requests for payment must be made within one year following completion of each course.

19:7 Forms and Procedures – All requests for course approval and tuition reimbursement must be made via the district's online course approval and tuition reimbursement system. Reimbursement will be made as promptly as possible upon submission of all required documentation and in accordance with the Board's normal payment of bills. Any requests for tuition reimbursement made more than ninety (90) days after completion of the course may be denied. Employees who do not return to the school district will not be reimbursed for courses taken during the previous year, unless their failure to return is of an involuntary nature.

19:8 Those employees who have received reimbursement and elect not to return to the district for the following year will not be eligible for tuition reimbursement. Those persons will have tuition reimbursement received during the previous year deducted from their final paycheck. In the event that this is not possible, the teacher will return tuition reimbursement received during the past year.

## **ARTICLE 20**

### **Insurance Protection**

20:1 All benefits coverage shall be subject to individual employee contributions at the rate required by law, which shall be in addition to any contribution as may be required by the terms of Article 20:8.

20:2 The Board will, if the teacher so requests, make premium payments for all full-time employees and part-time employees (who work a sufficient number of hours per week to qualify for coverage under the New Jersey School Employees' Health Benefits Program) and their dependents for the medical, surgical and hospitalization insurance offerings of the New Jersey School Employees Health Benefits Program for the duration of this contract.

20:3 Any contemplated change in the carrier now specified shall be discussed with the Association prior to such change. However, the coverage, if changed, shall be subject to negotiations between the parties.

20:4 The Board, if the teacher so requests, will pay the cost of dental insurance. The program shall be the New Jersey Dental Service Plan Inc., (NJDSP), the Delta Dental Plan, Three Party (Employee, Two Party, and Family). The coverage shall be:

Preventative and Diagnostic:	100%
Remaining Basic Services:	100%
Prosthodontic Benefits:	60%
Orthodontic Benefits:	70%

The above program is based upon Usual, Customary, and Reasonable (UCR) Fee concept. The maximum amount payable by New Jersey Dental Service Plan (NJDSP) for the above dental services, excluding Orthodontic Benefits, provided an eligible patient in any calendar year is \$1,500.00.

Orthodontic Benefits are subject to a \$1,500.00 maximum per case which is separate from the \$1,500.00 maximum mentioned above applicable to Basic and Prosthodontic Benefits. The Orthodontic Benefits are applicable to both children and adults covered by this plan.

20:4.1 An annual deductible of \$30.00 (individual)/ \$60.00 (family) shall be established with a deductible waived for preventative services. Effective January 1, 2014, the annual dental deductible shall be increased to \$50 individual/ maximum \$100 per family with deductible waived for preventative services.

20:5 The Board, if the teacher so requests, will pay the cost of the Blue Cross Prescription Plan, including oral contraceptive coverage to employee, spouse, civil union partner and domestic partner (as defined by the New Jersey School Employees' Health Benefits Program), and children, to age 23, with the following co-pay levels. The co-pay levels shall be \$20 for brand name drugs, \$10 for generic drugs and two times the applicable co-pay for a 90-day mail order supply (\$40 for brand name and \$20 for generic).

20:6 Upon retirement from the district, with at least 25 years of service to the district, the Board will pay the cost of the employees' present coverage: New Jersey Dental Service Plan - for a period of ten (10) years from the effective date of retirement.

20:7 To the extent permitted by law, upon retirement from the district and upon termination of the following benefits: Level of medical, surgical and hospitalization benefits negotiated for the duration of this contract, New Jersey Prescription Plan, and New Jersey Dental Service Plan, the employee will be allowed to continue to purchase these benefits at the group rate with no cost to the Board.

20:8 For teachers who begin employment 9/1/97 or later who work from 50% to 75%, the Board shall pay pro-rated insurance premiums for the first three years of service for dental and prescription plan coverage. Any employee who starts with full coverage or achieves full coverage during their first three years will maintain coverage throughout the three year period. The three years will run concurrently with the employee's tenure track.

20:9 When applicable, the teacher and the Board must adhere to the conditions of the Board's Section 125 plan.

## 20:10 Waiver of Benefits

20:10.1 To the extent permitted by law, employees who have alternate medical and/or dental and/or prescription coverage may elect to waive coverage in one or more of the insurance plans provided in this Article by signing a waiver form.

20:10.2 To the extent permitted by law, an employee who waives coverage shall receive payment equal to 25% of the cost of the premium the Board would have paid had the employee not waived coverage.

20:10.3 An employee who has waived coverage, but later loses coverage in his/her alternate insurance plan, may resume coverage under the Board's plan, upon reimbursement of the amount paid (prorated for each month of insurance coverage) and subject to rules and regulations of the insurance carrier.

## **ARTICLE 21**

### Association Payroll Dues Deduction

21:1 The Board agrees to deduct from the salaries of its teachers dues for the West Windsor-Plainsboro Education Association, the Mercer County Education Association, New Jersey Education Association and the National Education Association, or any one, or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 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 West Windsor-Plainsboro Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

21:2 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 such change.

## **ARTICLE 22**

### Miscellaneous Provisions

22:1 The Board and the Association agree that during the period of this Agreement neither will directly or indirectly engage in or assist in any unfair labor practices.

22:2 Nothing in this Agreement shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by health hazard or acts of God. When schools are closed to students due to the above conditions, attendance of teachers will not be required.

22:3 The Board, on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and the United States.

22:4 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

22:5 Nothing contained herein shall be considered to restrict or deny the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district or local laws or regulations.

22:6 If any provision of this Agreement or any application of this Agreement to any teacher or groups of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

22:7 Nothing in this Agreement which changes pre-existing Board Policy, rules or regulations shall operate retroactively unless expressly so stated. The parties agree that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative Policies, Rules and Regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

22:8 It is understood that, under the ruling of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding, nothing contained in any section, paragraph, or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.

22:9 The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

22:10 Incidental Purchases - Teachers may submit to the principal, on a monthly basis, reimbursement requests for teaching supplies purchased on their own, for specific class, education or cultural projects, up to a maximum of \$50.00 per teacher. Each request shall be accompanied by a purchase receipt. Reimbursement, after approval by the principal, will be made within 30 days.

22:11 Copies of this Agreement shall be printed in booklet form and distributed to the members of the bargaining unit promptly. The booklet form referred to will be approximately similar to other booklet forms in use within Mercer County between school districts and education associations. The costs shall be shared between the Board and the Association.



22:12 The Board will provide for the members of the immediate family of a teacher who does not reside in West Windsor or Plainsboro, and who has completed at least 30 months of employment in the district, the opportunity to enroll their school-age children in the district's schools. Such enrollment shall be at no cost to the employee. All other terms and conditions of the Board policy JBCB shall apply. The number of enrolled employee children shall be limited to twenty-two (22) teacher families in 1991-92 and twenty-four (24) in 1992-93. If requests for more families are submitted, and the children qualify for admission, length of service in the district shall be the determining factor for placement. The 24 families participating in this program on July 1, 1993 shall be permitted to continue in this program; however, no new families shall be permitted to take part in this program as vacancies occur.

22:13 The Board agrees to provide separate checks or pay stubs showing compensation for each activity performed. Pay stubs shall report regular salary and any other salary as separate categories.

22:14 Notices under this Agreement shall be given by either party to the other by telegram or registered letter as follows:

To the Board at:

West Windsor-Plainsboro Regional School District  
505 Village Road West  
P. O. Box 505  
West Windsor, NJ 08550

To the Association at:

West Windsor-Plainsboro Education Association  
P.O. Box 27  
West Windsor, NJ 08550

22:15 The parties agree to create a joint committee for the purpose of evaluating the Index Ratio System.

## **ARTICLE 23**

### **Agency Shop**

23:1 Purpose of Fee - If a teacher 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 by this Agreement, said teacher will be required to pay a representation fee to the Association for that membership year. The representation fee will be deducted, prospective only, beginning September 1, 1981. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

As covered by statute, employees may appeal for the recovery of that portion of the fee intended for the aid of activities or causes of a partisan, political, or ideological nature only incidentally related to terms and conditions of employment.

## 23:2 Amount of Fee

23:2.1 Fee Notification - Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its members for that membership year. The Association will certify to the Board prior to the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments and does not include any amount of dues, fees and assessments that are expended toward the cost of benefits available only to members of the major representative.

23:2.2 Fee for Part-Time Employees - Teachers who are employed on a part time work schedule equal to at least 50 percent time and who choose not to become Association members will pay the representation fee. Teachers who are employed less than 50 percent time will not be required to pay the fee.

23:2.3 Fee for Those Employed After the Start of the School Year - Teachers who are employed after January 1 of any year who choose not to become members will not be required to pay a representation fee for that year.

23:3 Prior to the deduction of the representation fee in any membership year, the Association will certify to the Board in writing that the requirements of applicable laws, including NJAC 19:17-3.1 et. seq. have been met. The Association shall also provide to the Board prior to the deduction of representation fees a copy of the demand and return system.

23:4 The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for 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 employer in conformance with this provision.

**ARTICLE 24**

**Duration of Agreement**


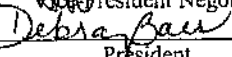

24:1 These agreements shall be effective as of July 1, 2013 and shall continue in effect through June 30, 2016, subject to the Association's right to negotiate over a successor Agreement as provided by Chapter 123, Public Laws 1974, State of New Jersey.

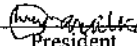
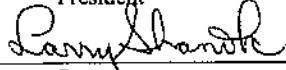
24:2 In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

24:3 This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

WEST WINDSOR-PLAINSBORO  
EDUCATION ASSOCIATION

BOARD OF EDUCATION OF WEST  
WINDSOR-AINSBORO  
REGIONAL SCHOOL DISTRICT

by   
Vice President Negotiations  
by   
President  
Attest:   
Secretary

by   
President  
Attest:   
Secretary

## **APPENDIX**

### **1. DEFINITION OF TEACHER**

"Teacher" shall include any full-time member of the professional staff, the qualifications for whose office, position, or employment are such as to require the teacher to hold an appropriate New Jersey Teaching Certificate in full force or effect.

### **2. CHANGE IN GUIDE STATUS**

Such proof may include transcripts of records, official notification of the completion of degree requirements, or the degree itself indicating that the requirements have been completed applicable for placement on the next highest guide. New contracts will be issued, with a corresponding movement to the appropriate guide at the same level of experience for the following periods: (a) If such proof is submitted before September 15, a revised contract will be issued retroactive to September 1 for the entire school year; (b) If such proof is submitted between September 16 and February 15, a revised contract will be issued, on a pro-rated salary base, effective February 1.

### **3. WITHHOLDING OF INCREMENT**

The salary guide has been constructed so as to recognize professional improvement and competency. Although normal progress on the guide is the attainment of the next highest step for the subsequent school year, this progression is not automatic. Movement from one step on the guide to the next step is dependent upon satisfactory service and the recommendation of the Superintendent of Schools, in addition to experience. The Board may withhold, for inefficiency or other good cause, the annual increment or adjustment increment or both.

Increments may be withheld upon a majority vote of the full Board and a written notice to the teacher giving the reason(s) for the withholding of the increment. Such written notice shall be forwarded to the teacher within ten (10) days of the Board's action.

### **4. MILITARY SERVICE CREDIT**

Every teacher who has served on active duty in the military forces of the United States of America shall be entitled to receive equivalent years of employment credit for such service as if the teacher has been employed for the same period of time in the district.

This will apply to Guide A of the longevity guide as of 1989.

- a. Such credit will not exceed four (4) years.
- b. Credit will be computed to the nearest not to exceed four (4) years.

### **5. CONTRACTUAL OBLIGATIONS**

All contracts are subject to the recommendation of the Superintendent of Schools and the approval of the Board.

Advancement to any step is dependent upon competency, experience, degree, certification and the satisfactory fulfillment of the obligations of the teaching profession.

It is the intention of the Board to place any teacher, whose services have been evaluated to be at least "satisfactory" at the appropriate step in the particular salary guide applicable to training and/or degree.

This intention shall be implemented when contracts for the contractual period covered by the Agreement, of which the salary guide(s) is a constituent part, are extended to the staff for the subsequent school year.

Failure to place a teacher at the appropriate place on guide shall be governed by paragraph "3" of this section, WITHHOLDING OF INCREMENT.

References: N.J.S.A. 18A: 6-6 18A: 29-1 through 18A: 29-16 inclusive

## WWPEA Salary Guides 2013-14 through 2015-16

<u>Experience</u>	<u>Step</u>	<u>2013-2014</u>			
		<u>BA</u>	<u>MA</u>	<u>MA + 30</u>	<u>PhD</u>
0	0	\$50,500	\$52,500	\$53,980	\$55,470
1	1	\$50,700	\$52,610	\$54,180	\$55,670
2	2	\$51,000	\$52,910	\$54,480	\$55,970
3	3	\$51,600	\$53,510	\$55,080	\$56,570
4	4	\$52,600	\$54,550	\$56,140	\$57,670
5	5	\$53,200	\$55,210	\$56,840	\$58,420
6	6	\$53,650	\$55,710	\$57,390	\$59,010
7	7	\$54,100	\$56,240	\$58,010	\$59,685
8	8	\$55,300	\$57,620	\$59,510	\$61,340
9	9	\$57,300	\$59,800	\$61,850	\$63,850
10	10	\$61,100	\$63,715	\$65,860	\$67,950
11	11	\$66,000	\$68,620	\$70,760	\$72,850
12	12	\$69,600	\$73,100	\$75,150	\$77,350
N/A	12A	\$74,400	\$77,290	\$79,520	\$81,700
13	13	\$78,900	\$81,900	\$83,950	\$86,250
14+	14	\$83,850	\$86,740	\$88,970	\$91,150

No employee is on Step 11A in the 2012-13 school year.

<u>Experience</u>	<u>Step</u>	<u>2014-2015</u>			
		<u>BA</u>	<u>MA</u>	<u>MA + 30</u>	<u>PhD</u>
0	0	\$50,675	\$52,675	\$54,155	\$55,645
1	1	\$50,875	\$52,785	\$54,355	\$55,845
2	2	\$51,175	\$53,085	\$54,655	\$56,145
3	3	\$51,800	\$53,710	\$55,280	\$56,770
4	4	\$52,800	\$54,750	\$56,340	\$57,870
5	5	\$53,400	\$55,410	\$57,040	\$58,620
6	6	\$53,850	\$55,910	\$57,590	\$59,210
7	7	\$54,300	\$56,440	\$58,210	\$59,885
8	8	\$55,500	\$57,820	\$59,710	\$61,540
9	9	\$57,575	\$60,075	\$62,125	\$64,125
10	10	\$61,375	\$63,990	\$66,135	\$68,225
11	11	\$66,180	\$68,800	\$70,940	\$73,030
12	12	\$69,700	\$73,200	\$75,250	\$77,450
13	13	\$74,500	\$77,390	\$79,620	\$81,800
N/A	13A	\$79,750	\$82,750	\$84,800	\$87,100
14+	14	\$84,500	\$87,390	\$89,620	\$91,800

<u>Experience</u>	<u>Step</u>	<u>2015-2016</u>			
		<u>BA</u>	<u>MA</u>	<u>MA + 30</u>	<u>PhD</u>
0	0	\$50,775	\$52,775	\$54,255	\$55,745
1	1	\$50,975	\$52,885	\$54,455	\$55,945
2	2	\$51,275	\$53,185	\$54,755	\$56,245
3	3	\$51,900	\$53,810	\$55,380	\$56,870
4	4	\$52,900	\$54,850	\$56,440	\$57,970
5	5	\$53,500	\$55,510	\$57,140	\$58,720
6	6	\$54,050	\$56,110	\$57,790	\$59,410
7	7	\$54,700	\$56,840	\$58,610	\$60,285
8	8	\$55,700	\$58,020	\$59,910	\$61,740
9	9	\$57,775	\$60,275	\$62,325	\$64,325
10	10	\$61,525	\$64,140	\$66,285	\$68,375
11	11	\$66,280	\$68,900	\$71,040	\$73,130
12	12	\$69,900	\$73,400	\$75,450	\$77,650
13	13	\$74,600	\$77,490	\$79,720	\$81,900
14	14	\$79,850	\$82,850	\$84,900	\$87,200
15+	15	\$85,250	\$88,140	\$90,370	\$92,550

**Longevity, Super Maximum:**

**\*Guide A**

After 15 years of teaching experience in West Windsor-Plainsboro Regional School District, teachers will receive the following "Longevity, Super Maximum" amounts, in addition to all other monies due:

\*After Fifteen (15) years in district                      \$4,000.00

**\*Guide B**

After 20 years of teaching experience, only 10 of which must be in West Windsor-Plainsboro Regional School District (for teachers hired on or after July 1, 2013, no teaching experience outside the district will be credited toward longevity Guide B). teachers will receive the following "Longevity, Super Maximum" increments, in addition to all other monies due:

*After 20 years, 10 in district	\$5,000.00
21 years, 10 in district	\$5,100.00
22 years, 10 in district	\$5,300.00
23 years, 10 in district	\$5,500.00
24 years, 10 in district	\$5,700.00
25 years, 10 in district	\$5,900.00
26 years, 10 in district	\$6,100.00
27 years, 10 in district	\$6,300.00
28 years, 10 in district	\$6,500.00
29 years, 10 in district	\$6,700.00
30 years, 10 in district	\$6,900.00

\*NOTE: Teachers may not appear on both guide A and B at the same time.

Non-Degree Guide: Shall apply to all teachers who possess certificates and have not been awarded Bachelor Degrees.

Guide A (BA GUIDE): Shall apply to all teachers who possess certificates and who are graduates of approved colleges and normal schools.

Guide B (MA GUIDE): Shall apply to all teachers who possess certificates and a Master's Degree.

Guide C (MA+30 GUIDE): Shall apply to all teachers who possess certificates who have been awarded a Master's Degree and have successfully earned thirty (30) approved graduate credits beyond Master's Degree.

Guide D (PHD GUIDE): Shall apply to all teachers who possess certificates and who have a Doctor's Degree

B.A. + 30 Grandfather Clause - Teachers employed in the district prior to February 1, 1975, who have successfully completed thirty (30) approved graduate credit hours beyond their Bachelor's Degree, prior to that date, shall receive an additional three hundred dollars (\$300).

Break in Service – For teachers who return to work in the West Windsor-Plainsboro Regional School District after a resignation or non-renewal with a break in service of more than one school year, prior service with the West Windsor-Plainsboro Regional School District will not count towards in-district credit for longevity. However, teachers who resigned and returned to the district before January 1, 1999 shall have all years of service count towards in-district credit for longevity.

#### **Index Ratio System for Paid Extra-Curricular Positions**

Pay for extra-curricular positions shall be determined by an index ratio multiplied by:

\$47,404 for 2013-2014

\$48,352 for 2014-2015 and 2015-2016

The index ratio shall be the sum of four factors:

Factor A - Number of Students

Factor B - Number of Extra-Curricular Hours

Factor C - Time of Activity

Factor D - Supervisory Responsibilities;

which sum shall then be multiplied by the fifth factor:

Factor E – Experience.

#### **Factor A - Number of Students**

The numerical value of this factor shall be determined from Table A. The standard shall be the number of students who, in the judgment of the WWPEA Negotiating Committee and the Board of Education, would typically be involved in the activity.

#### **Factor B - Number of Extra-Curricular Hours**

The numerical value of this factor shall be determined from Table B. The standard shall be the number of hours that in the judgment of the WWPEA Negotiating Committee and the Board of Education are needed to satisfactorily carry out the assignment.

#### **Factor C - Time of Activity**

The numerical value of this factor shall be determined from Table C. The standard shall be determined by the WWPEA Negotiation Committee and the Board of Education.

#### **Factor D - Supervisory Responsibilities**

The numerical value of this factor shall be determined by Table D. The standard shall be determined by the WWPEA Negotiating Committee and the Board of Education. Consideration shall be given to both the number of professional staff requiring supervision and the kind of supervision required.

#### **Factor E - Experience**

The numerical value of this factor shall be determined by Table E. The standard shall be determined by the number of years experience an individual has in that activity in the West Windsor-Plainsboro School District. Experience as an assistant will be counted when a person moves to the head of any activity in the amount of one (1) year for every two (2) years of service to a maximum of five (5) years. Assistant coaching positions in the same sport are considered equal. Moving from one position to another is considered a lateral move on the experience guide.



TABLE A: Number of Students

Students	Factor
1 - 25	.005
26 - 50	.010
51 - 75	.015
Above 75	.020

TABLE B: Number of Extra-Curricular Hours

Hours	Factor
10 - 30	.005
31 - 50	.010
51 - 100	.020
101 - 150	.035
151 - 200	.040
201 - 250	.050
251 - 300	.060
301 - 350	.070
351 - 400	.080
401 - 450	.090
Above 451	.100

TABLE C: Time of Activity

*Time	Factor
During School	.000
After School	.005
Evening and After School	.015
After School and Weekends	.025

\* Consideration shall be given to the time when most of the activity is carried out.

TABLE D: Supervisory Responsibilities

Number of Professional Staff Responsible for Supervising	Factor
0	.000
1 - 2	.005*
	.010
3 - 4	.020
Above 5	.030

\* For Head Coaches without assistant coaches

TABLE E: Experience

Years	Factor
0 - 2	1.00
3 - 4	1.05
5 - 6	1.10
7 - 8	1.15
9 - 10	1.20
Above 10	1.25

**NON-ATHLETIC EXTRA-CURRICULAR ACTIVITIES: High School**

Name of Students	Number of Hours	Activity	Time of Resp.	Supv. Ratio	Activity
A Cappella	.005 1-25	.035 101-150	.005 AS	0	.045
Academic Decathlon	.010 26-50	.050 201-250	.025 AS/W	0	.085
African American Awareness Club	.005 1-25	.010 31-50	.005 AS	0	.020
American Field Service Advisor	.010 26-50	.035 101-150	.025 AS/W	0	.070
Art Club Advisor	.010 26-50	.035 101-150	.005 AS	0	.050
Amnesty International	.005 0-25	.005 10-30	.005 AS/W	0	.015
Animal Rights	.005 0-25	.005	.005 10-30	0	.015 AS/W
Asian Culture Club	.005 1-25	.010 31-50	.005 AS	0	.020
AUK Literary Magazine	.005 1-25	.010 31-50	.005 AS	0	.020
Chess Club	.005 1-25	.005 10-30	.005 AS	0	.015
Chinese Club	.010 26-50	.010	.005 31-50	0	.025 AS
Class Advisor 9th Grade	.020 75+	.020 51-100	.015 E/AS	0	.055
Class Advisor 10th Grade	.020 75+	.020 51-100	.015 E/AS	0	.055
Class Advisor 11th Grade	.020 75+	.040 151-200	.015 E/AS	0	.075
Class Advisor 12th Grade	.020 75+	.050 201-250	.025 AS/W	0	.095
Co-ed Club	.005 1-25	.005 10-30	.005 AS	0	.015
Computer Club I	.005 1-25	.020 51-100	.005 AS	0	.030

Dance Team	.005 1-25	.035 101-150	.015 EV/AS	0	.055
Debate League Advisor	.015 51-75	.020 51-100	.005 AS	0	.040
Debate League Assistant	.015 51-75	.010 31-50	.005 AS	0	.030
Drama Director Fall Play	.005 1-25	.040 151-200	.015 EV/AS	.010 1-2	.070
Drama, Asst. Dir. Fall Play	.005 1-25	.035 101-150	.005 AS	0	.045
Drama, Producer Fall Play	.005 1-25	.020 51-100	.005 AS	0	.030
Drama, Director One Act Play	.005 1-25	.040 151-200	.015 EV/AS	.010 1-2	.070
Drama, One Act Play Assistant	.005 1-25	.020 51-100	.015 EV/AS	0	.040
Drama Director Spring Musical	.020 75+	.070 301-350	.025 AS/W	.010 1-2	.125
Drama, Asst. Dir. Spring Musical	.020 75+	.040 151-200	.015 EV/AS	0	.075
Drama, Asst. Musical, Instr.	.005 1-25	.035 101-150	.015 EV/AS	0	.055
Drama, Asst. Musical, 2, (costumes & choreography)	.010 26-50	.040 151-200	.015 EV/AS	0	.065
Drama, Producer Spring Musical	.005 1-25	.020 51-100	.005 AS	0	.030
Eighth Grade Connection	.010 26-50	.020 51-100	.005 AS	0	.035
Environmental Club	.010 26-50	.010 31-50	.005 AS	0	.025
Film Analysis	.010 26-50	.010	.005 31-50	0	.025 AS
First Edition	.005 1-25	.035 101-150	.005 AS	0	.045
French Club	.010 26-50	.010 31-50	.005 AS	0	.025

Future Business Leaders of America	.010 26-50	.040 151-200	.025 AS/W	0	.075
Future Educators	.005 1-25	.005 10-30	.005 AS	0	.015
Gay – Straight Student Alliance	.005 1-25	.005 10-30	.005	0 AS	.015
German Club	.005 1-25	.010 31-50	.005 AS	0	.020
Head Teacher (no supervision period)	\$1338 for 2013-14		\$1365 for 2014-2015 and 2015-2016		
Humanities	.005 1-25	.010 31-50	.005 AS	0	.020
Hispanic Club	.005 1-25	.010	.005 31-50	0	.020 AS/W
Human Relations Coordinators	.015 51-75	.035 101-150	.025 AS/W	.010 1-2	.085
Human Relations Ass't. Coordinator	.015 51-75	.035 101-150	.025 AS/W	0	.075
Interact	.010 26-50	.010 31-50	.025 AS/W	0	.045
Junior Achievement	.005 1-25	.005 10-30	.015 EV/AS	0	.025
Junior Statesmen of America	.020 75+	.035 01-150	.025 AS/W	0	.080
Junior Classical League	.005 1-25	.005 10-30	.005 AS	0	.015
Kids for Kids	.005 1-25	.020 51-100	.005 AS	0	.030
Lighting Booth	.005 1-25	.035 101-150	.015 EV/AS	0	.055
Literary Magazine	.005 1-25	.020 51-100	.005 AS	0	.030
Marching Band Director	.020 75+	.080 351-400	.025 AS/W	.010 1-2	.135
Marching Band Asst. Director	.010 26-50	.050 201-250	.025 AS/W	0	.085

Marching Band Color Guard Advisor	.010 26-50	.080 351-400	.025 AS/W	0	.115
Marching Band Color Guard Asst.	.005 1-25	.020 51-100	.025 AS/W	0	.050
Marching Band Drill Instructor	.005 1-25	.005 10-30	.015 EV/AS	0	.025
Math League Advisor	.010 26-50	.035 101-150	.005 AS	0	.055
Math League Advisor, Asst.	.010 26-50	.020 51-100	.005 AS	0	.035
Model Congress	.010 26-50	.010 31-50	.015 EV/AS	.010 1-2	.045
Model United Nations Advisor	.020 75+	.010 31-50	.025 AS/W	.010 1-2	.065
Model United Nations, Asst.	.005 1-25	.010 31-50	.015 EV/AS	0	.030
National Art Honor Society Advisor	.010 26-50	.035 101-150	.005 AS/W	0	.05
National Honor Society	.010 26-50	.010 31-50	.005 AS	0	.025
Newsletter	\$3664 for 2013-14		\$3737 for 2014-2015 and 2015-2016		
Newspaper Advisor	.005 1-25	.070 301-350	.015 AS/E	.010 1-2	.100
Newspaper Advisor, Asst.	.005 1-25	.060 251-300	.005 AS	0	.070
Olympics of the Mind (9-12)	.005 1-25	.035	.005 101-150	0 AS	.045
One Act Play Director	.020 75+	.040 151-200	.015 AS/W	.010	.085 1-2
One Act Play Assistant	.020 75+	.020 51-100	.015 AS/W	0	.055
Opening Knights	.005 1-25	.040	.005 151-200	0 AS	.050
Outdoor Adventure	.010 26-50	.020 51-100	.025 AS/W	0	.055

Partners Club	.005 1-25	.020 51-100	.005 AS	0	.030
Peer Counseling	\$1911 for 2013-14		\$1949 for 2014-2015 and 2015-2016		
Percussion Instructor	.005 1-25	.020 51-100	.025 AS/W	0	.050
Philosophy Club	.010 26-50	.010 31-50	.005 AS	0	.025
Photography Club	.005 1-25	.040 151-200	.005 AS	0	.050
Pirate Players Director	.015 51-75	.070 301-350	.025 AS/W	.010 1-2	.120
Pirate Players Ass't. Director	.015 51-75	.040 151-200	.005 AS	0	.060
Project Adventure Club	.005 1-25	.020 51-100	.005 AS	0	.030
Radio Station	.010 26-50	.080 351-400	.025 E/AS/W	0	.115
Reach Out	.005 1-25	.005 10-30	.015 EV/AS	0	.025
Red Cross Club	.020 75+	.035 101-150	.015 AS/E	0	.070
Robotics Club	.010 26-50	.050 201-250	.025 AS/W	0	.085
Science Club	.010 26-50	.035	.025 101-150	.010 AS/W	.080 1-2
Science Club Assistant	.010 26-50	.020 51-100	.025 AS/W	0	.055
Science Olympiad	.010 26-50	.040 151-200	.025 AS/W	.010 1-2	.085
Science Olympiad Assistant	.010 26-50	.040 151-200	.025 AS/W	0	.075
Science Chem Invent Technician	\$2051 for 2013-14		\$2092 for 2014-2015 and 2015-2016		
South Asian American Student Association	.005 1-25	.020 51-100	.005 AS	0	.030

Spanish Club	.010 26-50	.010 31-50	.005 AS	0	.025
S.P.E.A.K. Advisors (5)	.005 1-25	.005 10-30	.005 AS	0	.015
Stage Band	.010 26-50	.010 31-50	.025 AS/W	0	.045
Stage Crafts All Productions	.010 26-50	.070 301-350	.025 AS/W	0	.105
S.A.D.D.	.005 1-25	.005 10-30	.005 AS	0	.015
String Quartet Advisor	.005 1-25	.035 101-150	.005 AS	0	.045
Student Activities Director	.020 75+	.100 451+	.025 AS/W	.030 5+	.175
Student Council Advisor 9-12	.020 75+	.060 251-300	.025 AS/W	.010 1-2	.115
Student Council Advisor, Asst.	.020 75+	.040 151-200	.025 AS/W	0	.085
Ultimate Frisbee	.005 1-25	.020 51-100	.025 AS/W	0	.050
Unity Day Coordinator	\$363 for 2013-14		\$370 for 2014-2015 and 2015-2016		
Waksman Scientific Research Club	.010 26-50	.040 151-200	.015 AS/E	0	.065
Washington Seminar, Director	\$6243 for 2013-14		\$6368 for 2014-2015 and 2015-2016		
Washington Seminar, Coordinator	\$1772 for 2013-14		\$1807 for 2014-2015 and 2015-2016		
Washington Seminar, Chaperone	\$593 for 2013-14		\$605 for 2014-2015 and 2015-2016		
Winter Guard	.010 26-50	.050 201-250	.025 AS/W	0	.085
Women of Windsor	.010 26-50	.010 31-50	.005 AS	0	.025
Yearbook Advisor	.010 26-50	.070 301-350	.025 AS/W	.010 1-2	.115
Yearbook Advisor, Asst.	.005 1-25	.060 251-300	.005 AS	0	.070

**NON-ATHLETIC EXTRA-CURRICULAR ACTIVITIES Middle School**

<b>Name of Students</b>	<b>Number of Hours</b>	<b>Activity</b>	<b>Time of Resp.</b>	<b>Supv. Ratio</b>	<b>Activity</b>
Choir (7)	.010 26-50	.020 51-100	.005 AS	0	.035
Choir (8)	.010 26-50	.020 51-100	.005 AS	0	.035
Conflict Resolution	.005 1-25	.020 51-100	.005 AS	0	.030
Drama Director	.005 1-25	.040 151-200	.005 AS	.010 1-2	.060
Drama, Asst. Director (2)	.005 1-25	.035 101-150	.005 AS	0	.045
Eighth Grade Connection	.005 1-25	.020 51-100	.005 AS	0	.030
End of Year Video	.005 1-25	.060 251-300	.005 AS	0	.070
Explorer Club	.005 1-25	.020 51-100	.025 AS/W	0	.050
Head Teacher (no supervision period)	\$1338 for 2013-14		\$1365 for 2014-2015 and 2015-2016		
Lighting Booth	.005 1-25	.020 51-100	.005 AS	0	.030
Literary Magazine Co-advisors (2)	.005 1-25	.020 51-100	.005 AS	0	.030
Math League Advisor	.005 1-25	.035 101-150	.025 AS/W	0	.065
Math Counts	.005 1-25	.035 101-150	.005 AS	0	.045
Memory Book Advisor	.005 1-25	.080 351-400	.005 AS	.010 1-2	.100
Memory Book Advisor, Asst. (2)	.005 1-25	.070 301-350	.005 AS	0	.080
Orchestra	.005 1-25	.020 51-100	.015 AS/E	0	.040
Outdoor Ed. Coord. (4 camps)	\$5355 for 2013-14		\$5462 for 2014-2015 and 2015-2016		



Outdoor Ed. Teacher	\$513 for 2013-14		\$523 for 2014-2015 and 2015-2016		
Outdoor Ed. Homebase	\$260 for 2013-14		\$265 for 2014-2015 and 2015-2016		
Play Publicity	.005 1-25	.020 51-100	.005 AS	0	.030
School Store	.005 1-25	.040 151-200	.015 AS/E	0	.060
Science Olympiad	.010 26-50	.040 151-200	.025 AS/W	.010 1-2	.085
Science Olympiad Assistant	.010 26-50	.020 51-100	.025 AS/W	0	.055
Special Olympics Co-advisors (3)	.005 1-25	.020 51-100	.005 AS	0	.030
Stage Band	.005 1-25	.020 51-100	.015 AS/E	0	.040
Stage Crafts Co-advisors (2)	.005 1-25	.035 101-150	.005 AS	0	.045
Stage Crew	.005 1-25	.020 51-100	.015 AS/E	0	.040
Standard Club Advisor	.005 1-25	.020 51-100	.005 AS	0	.030
Students Activities Director	.020 75+	.100 451+	.005 AS	.030 5+	.155
Student Council Advisor(2)	.015 51-75	.035 101-150	.015 AS/E	0	.065
Student Council Advisor, Asst.	.015 51-75	.020 51-100	.015 AS/E	0	.050
Student Council Advisor	.005	.020 1-25	.005 51-100	0 AS	.030
TV Production Club	.005 1-25	.035 101-150	.005 AS	0	.045

**NON-ATHLETIC CURRICULAR ACTIVITIES: Elementary (Grades 4-5 only) Schools**

Computer Enrichment Program (Gr. 4-5)	\$1169 for 2013-14	\$1192 for 2014-2015 and 2015-2016
Magazine/Newspaper Advisor (Gr. 4-5)	\$1169 for 2013-14	\$1192 for 2014-2015 and 2015-2016
Math League Advisor (Gr 4-5)	\$1177 for 2013-14	\$1201 for 2014-2015 and 2015-2016
Invent America Science Program (Gr. 4-5)	\$1169 for 2013-14	\$1192 for 2014-2015 and 2015-2016
Science Fair Advisor (Gr. 4-5)	\$1177 for 2013-14 and 2015-2016	\$1201 for 2014-2015
Student Human Relations Council Advisor (Gr. 4-5)	\$1169 for 2013-14	\$1192 for 2014-2015 and 2015-2016

**NON-ATHLETIC CURRICULAR ACTIVITIES: Elementary (Grades K-3)  
Schools**

Character Education Coordinator (Gr.K-5)	\$606 for 2013-14	\$618 for 2014-2015 and 2015-2016
Coordinator Elementary Reading/L.A. (Gr.K-5)	\$1623 for 2013-14	\$1655 for 2014-2015 and 2015-2016
Evening Event Coordinator	\$606 for 2013-14	\$618 for 2014-2015 and 2015-2016
Grade Level Leader (Gr. K-5) Subj. Teachers		
1 - 4	\$1461 for 2013-14	\$1490 for 2014-2015 and 2015-2016
5 - 8	\$1787 for 2013-14 and 2015-2016	\$1823 for 2014-2015
9 - 12	\$2110 for 2013-14 and 2015-2016	\$2152 for 2014-2015
13 - 16	\$2436 for 2013-14	\$2485 for 2014-2015 and 2015-2016
Literary Magazine (Gr. K-3)	\$606 for 2013-14	\$618 for 2014-2015 and 2015-2016
Math Club (Gr. K-3)	\$970 for 2013-14	\$989 for 2014-2015 and 2015-2016
Media Coordinator (Gr. K-3)	\$1623 for 2013-14	\$1655 for 2014-2015 and 2015-2016
Reading Club (Gr. K-3)	\$970 for 2013-14	\$989 for 2014-2015 and 2015-2016
Safety Patrol (Gr. K-3)	\$485 for 2013-14	\$495 for 2014-2015 and 2015-2016
School Day Event Coordinator (Gr. K-3)	\$363for 2013-14	\$370 for 2014-2015 and 2015-2016
Student Activities Coordinator (Gr. K-3)	\$1623 for 2013-14	\$1655 for 2014-2015 \\ and 2015-2016

**NON-ATHLETIC POSITIONS: Miscellaneous**

Bus Duty

\$15.84/hr.

Class Coverage\* (per period)

\$32.13

\* Compensation for class coverage will be paid to any teacher reassigned from a non-teaching assignment to cover a class. The foregoing rate will apply to a period not to exceed 49 minutes. A teacher who covers a class in excess of 49 minutes in length will receive a 20% increase, above the standard rate, for every additional ten (10) minutes of instructional coverage, beginning with 50 minutes. (Examples: up to 49 minute period = \$31.20; 50 – 59 minute period = 20% increase = \$37.44; 60-69 minute period = 40% increase = \$43.68; etc.) Teachers will not be compensated if reassigned from one duty to another, including study hall.

Chaperone – High School	\$62.43/event
Chaperone – Middle School	\$49.93/event
Coordinator, Art K-12	\$1623
Coordinator, ESL District	\$1623
Coordinator, Human Relations, District (2)	\$1623
Coordinator, Indoor Air Quality	\$1591
Coordinator, Library Services, District	\$1623
Coordinator, Music K-12	\$1623
Coordinator, Physical Education K-8	\$1623
Coordinator, School Nurses & Health Services	\$2436
Head Coach, Special Olympics (3)	\$2110
Lead Guidance Counselor	\$6,242 (addition to salary)
Coordinators, Special Olympics (3)	\$1623
Coordinator, Speech Therapists	\$1623
Human Relations Program Leaders (7)	\$1623
Lunch Duty	\$1911
Pool supervisor	\$956
Proctor PSAT – Standard Time	\$82.75
Proctor PSAT – Extended Time	\$128.37
Saturday Detention	\$51.42/hr.
Supervision, After-School & Detention, Computer	\$19.48/hr.

**Athletic Position Guide for School Year 2013-2014**

	<b>Years of Experience</b>	<b>0-2</b>	<b>3-4</b>	<b>5-6</b>	<b>7-8</b>	<b>9-10</b>	<b>Above 10</b>
<b>Category</b>	<b>Position</b>						
A	Head Coach	\$7,822	\$8,213	\$8,604	\$8,995	\$9,386	\$9,778
	Assistant	\$4,740	\$4,977	\$5,214	\$5,451	\$5,688	\$5,925
B	Head Coach	\$7,585	\$7,964	\$8,344	\$8,723	\$9,102	\$9,481
	Assistant	\$4,740	\$4,977	\$5,214	\$5,451	\$5,688	\$5,925
C	Head Coach	\$5,688	\$5,972	\$6,257	\$6,541	\$6,826	\$7,110
	Assistant Coach	\$3,792	\$3,982	\$4,171	\$4,361	\$4,550	\$4,740
D	Head Coach	\$5,451	\$5,724	\$5,996	\$6,269	\$6,541	\$6,814
	Assistant Coach	\$3,792	\$3,982	\$4,171	\$4,361	\$4,550	\$4,740
E	Head Coach	\$5,214	\$5,475	\$5,734	\$5,996	\$6,257	\$6,518
	Assistant Coach	\$3,318	\$3,484	\$3,650	\$3,816	\$3,982	\$4,148
F	Head Coach	\$4,503	\$4,728	\$4,953	\$5,178	\$5,404	\$5,629
	Assistant Coach	\$3,318	\$3,484	\$3,650	\$3,816	\$3,982	\$4,148
G	Head Coach	\$3,555	\$3,733	\$3,911	\$4,088	\$4,266	\$4,444
H	Athletic Coordinator						
	High School	\$4,740	\$4,977	\$5,214	\$5,451	\$5,688	\$5,925
	Middle School	\$3,792	\$3,982	\$4,171	\$4,361	\$4,550	\$4,740
I	MS Coach, Intra.Adv.	\$2,844	\$2,986	\$3,129	\$3,271	\$3,413	\$3,555
J	Athletic Trainers						
	Fall Season	\$4,740	\$4,977	\$5,214	\$5,451	\$5,688	\$5,925
	Winter Season	\$5,688	\$5,972	\$6,257	\$6,541	\$6,826	\$7,110
	Spring Season	\$3,792	\$3,982	\$4,171	\$4,361	\$4,550	\$4,740

Category A	Football
Category B	Basketball- Boys, Basketball – Girls, Swimming
Category C	Baseball, Field Hockey, Lacrosse-Boys, Lacrosse-Girls, Soccer-Boys, Soccer-Girls, Softball, Track-Boys, Track-Girls, Volleyball-Boys, Volleyball-Girls, Wrestling
Category D	Cross Country-Boys, Cross Country-Girls, Ice Hockey, Indoor Track
Category E	Diving*, Fencing, Tennis
Category F	Cheerleading-Fall, Cheerleading-Winter
Category G	Golf-Boys, Golf-Girls
Category H	High School Athletic Coordinator**, Middle School Athletic Coordinator ** (as per 7/27/2010 job descriptions)
Category I	Middle School Coach, Intramural Advisor
Category J	Athletic Trainers***

\*Diving stipend is for 1 coach for both high school teams provided the teams practice and compete at the same time.

\*\* Stipends for athletic coordinators are paid for each sports season (fall, winter, spring).

\*\*\*Additional pay for athletic coordinators is part of their salaries. Athletic trainers teach one class and are not assigned a duty period.

The categories represent positions with comparable coaching responsibilities taking into consideration the number of student participants, the time commitment, and the scheduling of games (e.g. frequency of night and weekend games).

After the beginning of the spring season in the last year of the term of the agreement, the WWPEA and the Board will review the placement of positions into the categories to assess whether any changes should be made.

**Athletic Position Guide for School Year 2014-2015 and 2015-2016**

		<b>Years of Experience</b>					<b>Above 10</b>
		<b>0-2</b>	<b>3-4</b>	<b>5-6</b>	<b>7-8</b>	<b>9-10</b>	
<b>Category</b>	<b>Position</b>						
A	Head	\$7,978	\$8,377	\$8,776	\$9,175	\$9,574	\$9,974
	Assistant	\$4,835	\$5,077	\$5,318	\$5,560	\$5,802	\$6,044
B	Head	\$7,737	\$8,123	\$8,511	\$8,897	\$9,284	\$9,671
	Assistant	\$4,835	\$5,077	\$5,318	\$5,560	\$5,802	\$6,044
C	Head	\$5,802	\$6,091	\$6,382	\$6,672	\$6,963	\$7,252
	Assistant Coach	\$3,868	\$4,062	\$4,254	\$4,448	\$4,641	\$4,835
D	Head	\$5,560	\$5,838	\$6,116	\$6,394	\$6,672	\$6,950
	Assistant Coach	\$3,868	\$4,062	\$4,254	\$4,448	\$4,641	\$4,835
E	Head Coach	\$5,318	\$5,585	\$5,849	\$6,116	\$6,382	\$6,648
	Assistant Coach	\$3,384	\$3,554	\$3,723	\$3,892	\$4,062	\$4,231
F	Head Coach	\$4,593	\$4,823	\$5,052	\$5,282	\$5,512	\$5,742
	Assistant Coach	\$3,384	\$3,554	\$3,723	\$3,892	\$4,062	\$4,231
G	Head Coach	\$3,626	\$3,808	\$3,989	\$4,170	\$4,351	\$4,533
H	<b>Athletic Coordinator</b>						
	High School	\$4,835	\$5,077	\$5,318	\$5,560	\$5,802	\$6,044
	Middle School	\$3,868	\$4,062	\$4,254	\$4,448	\$4,641	\$4,835
I	MS Coach, Intra.Adv.	\$2,901	\$3,046	\$3,192	\$3,336	\$3,481	\$3,626
J	<b>Athletic Trainers</b>						
	Fall Season	\$4,835	\$5,077	\$5,318	\$5,560	\$5,802	\$6,044
	Winter Season	\$5,802	\$6,091	\$6,382	\$6,672	\$6,963	\$7,252
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Adoption Article 17 and 14:4  
Agency shop Article 23  
Association members (defined) Article 1  
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Association representatives  
    at meetings 4:9  
    & supervisory duty 4:13  
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Class assignment (notification) 9:1  
    (also see Transfers)  
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Salaries, Salary Guide and  
Withholding of increment)  
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Homebound 11:5  
Nurses on trips 11:10  
Prof. Dev. 11:9  
Separate checks 22:13  
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Summer CST, OT, PT 11:6  
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Conferences 6:1.4  
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