

May, 2009

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

JULY 1, 2008 - JUNE 30, 2011

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ARTICLE 1

RECOGNITION AND DEFINITIONS

A. Unit

The Westwood Regional Board of Education (hereafter referred to as the "Board") hereby recognizes the Westwood Education Association (hereafter referred to as the "Association") as the exclusive and sole representative for collective negotiations, concerning terms and conditions of employment for all certificated and secretarial personnel employed by the Board, but excluding:

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

B. Definition of Employee

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

C. Definition of Teacher

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

D. Definition of Secretary

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

ARTICLE 2

SUCCESSOR AGREEMENT

A. Negotiations

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

B. Modification

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

ARTICLE 3

GRIEVANCE PROCEDURES

A. Definition

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

B. Procedure

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

1. Level One – Principal

- a. The grievant shall discuss the grievance first with his/her Principal or immediate superior in an attempt to resolve the matter informally at that level.

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

2. Level Two – Superintendent of Schools

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

3. Level Three – Board of Education

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

4. Level Four - Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at the Board level, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board of Education, the grievant may, within ten (10) school days after the decision by the Board of Education or thirty (30) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the grievant. Decisions of the Board at Level Three in the following matters shall be final and such decisions shall not be subject to arbitration under this Agreement:

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

ARTICLE 4

TEACHERS' WORK YEAR AND WORK DAY

For the 2008-09 school year, the contract language in place during the 2007-08 school year for Article 4 shall apply. The Article 4 language found immediately below shall take effect on July 1, 2009.

A. In-School Work Year

1. The in-school work year for the existing Westwood teaching staff shall not exceed one hundred eighty-five (185) days. All days when teacher attendance is required shall be included in said number of days. Teaching staff members

new to the district may be required to attend three (3) additional orientation days prior to the start of their first school year.

2. Guidance Counselors shall work the teacher work year plus ten (10) days in the period from the day after the last teacher work day in one year and the first teacher work day in the next year. The ten (10) days shall be scheduled by mutual agreement between the counselor and the Guidance Supervisor, subject to the approval of the building principal and Superintendent of Schools. Notification of the scheduled days will be given in writing to the affected guidance counselors by June 1st each year. Guidance counselors working these additional ten (10) days will be paid at their per diem rate of 1/185 for a regular day of service.
Child Study Team (CST) members, nurses, and other certificated staff members covered by this agreement who are approved by the Board to work beyond the day after the last teacher work day in one year and before the first teacher work day in the next year, will be paid their per diem rate, as defined above, for a regular day of service.
3. The in-school work year for the athletic trainer and athletic department secretary may commence and end early based upon the start date of the fall season set by the NJSIAA. In no case, however, will the number of days of service of these individuals exceed the provisions of Section A-1 above, without additional compensation.

B. In-School Work Day

1. The normal in-school work day shall be based on the existing 2007-08 student day. The "in-school work day" defines only the minimum amount of time a teacher is expected to be on-site in a district building.
2. Teachers shall indicate each daily arrival and each daily final departure by initialing the appropriate column on the teachers' "sign-in" roster.
3. Except as provided for within this article, teachers shall not be required to report for their professional responsibilities earlier than fifteen (15) minutes before the time when students are required to report and shall not be required to remain more than fifteen (15) minutes beyond the close of the student's school day, except on student early dismissal days when teacher professional activities have been previously scheduled.
4. It is understood, however, that on Fridays or days immediately prior to a holiday, teachers may leave five (5) minutes after students are dismissed.
5. The in-school workday for teacher(s) who are employed on a 4/5^{ths} basis shall be determined on the basis of a thirty-two (32) hour work week. The Superintendent of Schools shall develop a schedule which sets forth the beginning and ending of the work day for each day of the work week; provided, however, that:

- a. the maximum periods for 4/5ths teachers in secondary schools (i.e., junior and senior high schools) shall be twenty periods, on average, per week
- b. the maximum teaching sessions for teachers in elementary schools shall be a full morning or afternoon session or four full days.
- c. the maximum teaching sessions for teachers in upper elementary or middle schools shall be six periods per day.
- d. Compensation shall be calculated on the basis of 4/5ths of the appropriate step of the salary guide. It is not the Board's intent to hire teacher(s) for less than on a 4/5ths or a thirty-two (32) hour basis for the sole purpose of not providing health care insurance protection. Nothing, however, will prevent the Board of Education from hiring teacher(s) on a different fractional part-time basis where there exists an educational need thereto.

Article 4, Section B-5 shall continue to exist only if the health care provider for the Westwood Regional School District is the New Jersey School Employees' Health Benefits Program.

C. Six Hours of Related Professional Functions

1. Teachers may be required to be present for up to six (6) hours per school year for related professional functions conducted after normal school hours. Related professional functions shall consist of staff development, Back-to-School Nights, Open House, Graduation, Higher Education Night, parent-school organization meetings, art and music performances and similar educational programs, Career Night, Student Achievement Night, IEP conferences (which must be completed within one hour after the conclusion of the students' regular school day), or other programs and events as scheduled, except for those excluded in Section C-2 below.
2. Meeting days as defined in Article 4, Section D, parent conferences as defined in Article 4, Section E, "other professional responsibilities" as defined in Article 4, Section F, and chaperoning assignments pursuant to Article 5, Section M shall not be considered part of the six (6) hours referred to in Article 4, Section C-1.
3. A list of related professional functions with dates, if known, shall be provided to teachers who will indicate their preference. Teachers shall be assigned to functions based on preference, whenever possible. There shall be a limit of four (4) after school IEP meetings, unless otherwise agreed to by the teacher.
4. Staff development activities under Article 4, Section C-1 will not exceed one and one half (1 ½) hours. The parties agree that, for the purposes of this section, the teacher work day may not be extended for staff development activities on the following days: (a) parent-teacher conference days; (b) full day in-service days; (c) early dismissal days; (d) orientation and staff preparation days at the beginning of the teacher work year; and, (e) school closing responsibility days at the conclusion of the teacher work year.

5. Time toward the satisfaction of the six (6) hour requirement will be established before each event and will include time for the length of the event. Credit toward attaining the six (6) hour mandate shall be in fifteen (15) minute increments rounded up to the next fifteen (15) minutes.
6. Records of assignments under the six (6) hour requirement shall be maintained by the building level principal or supervising administrator, and will include the events and hours credited. Teachers will be able to review these records following procedures established in each building by the building principal.

D. Meetings – Days

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

E. Other Professional Responsibilities

It is understood that teachers shall meet at mutually convenient times for such activities as working with a mentor, meeting with administration, collaborative planning, providing extra help for students, parent conferences, etc. for no more than forty-five (45) minutes during the course of an average week.

F. Elementary Schools

For the length of the school day, except as provided for in Section F-1, 2, and 3 below, teachers will be assigned direct student contact and/or instructional responsibilities.

1. Lunch

Elementary teachers shall have a daily duty free lunch, which will be no less than fifty-four (54) minutes in length, except as provided for in Section F-2 below.

2. Duty Assignments

Duty periods shall be defined as a non-teaching assignment. Duties shall be assigned on an equitable basis. It is understood that additional duties can be assigned in lieu of student instructional/contact time at the discretion of the building principal.

- a. On a weekly basis teachers may be assigned supervision responsibilities ten (10) minutes before the student instructional day.
- b. Teachers shall not supervise cafeterias or playgrounds during their duty free lunch, however, as assigned by his/her Principal, on a rotating basis, he/she shall assume full responsibility as teacher in charge for one (1) complete lunch period (no less than 54 minutes) during which period he/she will be assigned to remain in the office, and/or be in a classroom to be available to make decisions and enforce rules for the health and welfare of students.
- c. School nursing staff members shall not be included in duty assignments as noted above (except in emergency situations), but shall instead be required to staff the building's Nurse's Office and be available to parents, staff, and students.

3. Planning Time

Planning time will be defined as time to work on such activities that fulfill the staff members' professional responsibilities. Planning time will be provided under the following provisions:

- a. During a normal five-day school week, two hundred (200) minutes of planning time will be provided for all instructional positions except:
 - Art
 - Music
 - Physical Education
 - World Language
 - Media Center
 - Technology
 - ESL
 - Supplemental
 - Speech

All others will receive one hundred sixty (160) minutes of planning time.

- b. Teachers shall not be required to attend IEP meetings during their planning period without compensation equal to the class coverage compensation unless said planning period is rescheduled.
- c. Planning periods shall be provided beginning with the first day of student attendance and continuing through the last day of student attendance. Librarians assigned to more than one school shall stop classes on the last day of student attendance.
- d. Planning periods shall be scheduled so that no two (2) periods shall be on the same day except due to scheduling conflicts. On a day with no

scheduled planning period, said teacher shall not be assigned to any other duties (i.e., morning, lunch, after school, etc.).

4. Parent Conferences

Three (3) afternoon sessions are scheduled in elementary and middle/upper elementary schools for the purposes of conducting parent/teacher conferences. A maximum of one (1) of these sessions may be used as an evening parent/teacher conference, if necessary. It is understood that the evening conference day will not be greater than two (2) hours in length.

5. Minimum Day

All students shall be dismissed at a time to ensure that a minimum legal attendance day is completed (4 hours). Following a normal grade level lunch period, the remainder of the normal school day shall consist of other professional activities. The dates for this activity shall be determined by the Superintendent of Schools. A maximum of four (4) days shall be allowed for each set of activities.

G. Upper Elementary or Middle Schools

For the length of the school day, except as provided for in Section G-1, 2, and 3 below, teachers will be assigned direct student contact and/or instructional responsibilities.

1. Lunch

Teachers shall have a daily duty free lunch, which will be no less than that provided to students and in no case will be less than fifty-four (54) minutes, except as provided for in Section G-2 below.

2. Duty Assignments

Duty periods shall be defined as a non-teaching assignment. Duties shall be assigned on an equitable basis. It is understood that additional duties can be assigned in lieu of student instructional/contact time at the discretion of the building principal.

- a. On a weekly basis teachers may be assigned supervision responsibilities ten (10) minutes before the student instructional day.
- b. Teachers shall not supervise cafeterias or playgrounds during their duty free lunch, however, as assigned by his/her Principal, on a rotating basis, he/she shall assume full responsibility as teacher in charge for one (1) complete lunch period (no less than 54 minutes) during which period he/she will be assigned to remain in the office, and/or be in a classroom to be available to make decisions and enforce rules for the health and welfare of students.
- c. School nursing staff members shall not be included in duty assignments as noted above (except in emergency situations), but shall instead be required

to staff the building's Nurse's Office and be available to parents, staff, and students.

3. Planning Time

Planning time will be defined as time to work on such activities that fulfill the staff members' professional responsibilities. Planning time will be provided under the following provisions:

- a. During a normal five-day school week, two hundred (200) minutes of planning time will be provided for all instructional positions except:
 - Art
 - Music
 - Physical Education
 - World Language
 - Media Center
 - Technology
 - ESL
 - Supplemental
 - Speech

All others will receive one hundred sixty (160) minutes of planning time.

- b. Teachers shall not be required to attend IEP meetings during their planning period without compensation equal to the class coverage compensation unless said planning period is rescheduled.
- c. Planning periods shall be provided beginning with the first day of student attendance and continuing through the last day of student attendance.
- d. Planning periods shall be scheduled so that no two (2) periods shall be on the same day except due to scheduling conflicts. On a day with no scheduled planning period, said teacher shall not be assigned to any other duties (i.e., morning, lunch, after school, etc.).
- e. For those teachers who have been assigned to a team, a maximum of an additional one hundred fifty (150) minutes a week of team planning will be provided. For this purpose, team planning is in lieu of student instructional time and should not be considered what is commonly referred to as a "prep" or "planning time," and is not subject to class coverage compensation or mandatory rescheduling for make-up time. The building principal will continue to set the priorities for the teams' activities.

4. Parent Conferences

Three (3) afternoon sessions are scheduled in elementary and middle/upper elementary schools for the purposes of conducting parent/teacher conferences. A maximum of one (1) of these sessions may be used as an evening parent/teacher conference, if necessary. It is understood that the evening conference day will not be greater than two (2) hours in length.

5. Minimum Day

All students shall be dismissed at a time to ensure that a minimum legal attendance day is completed (4 hours). Following a normal grade level lunch period, the remainder of the normal school day shall consist of other professional activities. The dates for this activity shall be determined by the Superintendent of Schools. A maximum of four (4) days shall be allowed for each set of activities.

H. Secondary Schools (i.e., Junior and Senior High Schools)

Teachers will be assigned to work throughout the school year according to the following guidelines based upon no more than sixty (60) minute class periods.

1. Distribution of Class Periods

- a. In each four day cycle, all teachers (except as otherwise listed below), shall teach five (5) classes (fifteen periods), with five (5) duty periods, four (4) planning periods (one per day), and four (4) duty free lunch periods (one per day).
- b. In each four day cycle, science teachers shall teach four (4) classes (twelve periods), with four (4) planning periods (one per day) and four (4) duty free lunch periods (one per day). For the balance of the schedule, science teachers will be assigned either a duty or a laboratory instructional period associated with one of their four (4) classes.
- c. Special education teachers who are the primary instructor in all five (5) of their teaching assignments will follow the schedule as provided for in 1.a immediately above. All other special education teachers are provided for as follows:

In each four day cycle, special education teachers will be assigned to teach five (5) classes (fifteen periods), with four (4) planning periods (one per day) and four (4) duty free lunch periods (one per day). For the balance of the schedule, and in lieu of a duty, special education teachers may be assigned to an Academic Support Lab or consult with and/or support general education teachers through the Collaborative Consultative Teacher Model (CCT).

- i. Assignment to Academic Support Lab occurs only after there are no volunteers.

- ii. The Academic Support Lab assignment is in lieu of a duty and is not subject to the sixth (6th) class assignment procedures and limitations.
 - iii. The stipend for Academic Support Lab assignment shall be 50% (fifty percent) of the 6th class assignment stipend.
- d. Nurses with appropriate certification may be assigned to provide classroom instruction.

2. Sixth Class Assignments

The Board may assign, on a rotating basis, a sixth class (3 periods per cycle including an additional lab for science teachers) under the following conditions:

- a. volunteers have been sought and a sufficient number have not applied;
- b. no more than a maximum of three (3) sixth teaching periods shall be assigned per certification area at any one time;
- c. assignment to a sixth teaching period shall be in lieu of a duty period.
- d. in the event a person in the affected department is rified, a sixth teaching period shall not be assigned unless said individual(s) has been offered and refused such sixth teaching period at his/her prorated regular rate of pay;
- e. payment for the sixth teaching period shall be based on twenty percent (20%) of additional compensation above the employee's base pay for that year or, if a fractional period is needed, the compensation will be likewise pro-rated. The payment shall be added to the teacher's salary for pension purposes;
- f. payment for an additional teaching period for a science teacher shall occur if the teacher's normal teaching load is increased;
- g. no teacher shall be reduced in compensation in order to create a sixth class for another teacher.

3. Lunch

Teachers shall have a daily duty free lunch, which will be no less than that provided to students and in no case will be less than fifty-four (54) minutes.

4. Duty Periods

- a. Duty periods shall be defined as a non-teaching assignment. Duty assignments shall be assigned on an equitable basis. Duties shall be rotated on an annual basis. The following is a list of duties: Homeroom, Hall, Lunch, Study Hall, Office Duty, Locker Room, ITV Supervision and In-School Suspension. It is

understood that additional duties can be assigned in lieu of student instructional/contact time at the discretion of the building principal.

- b. Part-time teachers will be assigned to duty periods proportional to those of their full-time counterparts, whenever possible.
- c. Teachers may be assigned supervision responsibilities ten (10) minutes before the student instructional day.
- d. Guidance/SAC, CST members, librarians, and school nursing staff members shall not be included in duty assignments as noted above (except in emergency situations and for state testing administrations), but shall instead be required to staff their assigned areas and be available to parents, staff, and students.

5. Planning Time

Planning time will be defined as time to work on such activities that fulfill the staff members' professional responsibilities. Planning time will be provided under the following provisions:

- a. In each four day cycle, all teachers shall have a minimum of four (4) planning periods (one per day).
- b. Teachers shall not be required to attend IEP meetings during their planning period without compensation equal to the class coverage compensation unless said planning period is rescheduled.
- c. Planning periods shall be provided beginning with the first day of student attendance and continuing through the last day of student attendance.

6. Flex Time

- a. Flex time courses may be offered outside of the normal instructional day. For such classes to run requires (a) sufficient enrollment pursuant to Board policy, and (b) a faculty member volunteering to enter into a flex time schedule.
- b. In cases where there is insufficient enrollment and/or no certificated faculty member volunteers to teach the flex time class, the class will not run. It is expressly understood by both parties that no staff member will be involuntarily assigned to teach a flex time class.
- c. The flex time class will run for the same exact number of minutes per four day cycle as the equivalent class that meets during the regular school day. The flex time class may, however, meet on fewer days per week, but then be scheduled for longer periods of time, so long as it still runs for the same exact number of minutes per week as the equivalent class that meets during the regular school day.

- d. Staff members who volunteer for a flex time schedule and teach a flex time class for a given number of minutes per week outside of the regular school day will end or start their school day by the same number of minutes per week. When a staff member's flex-time schedule results in either teaching or leaving early on an after-school meeting day, then the staff member shall be excused from the meeting.
- e. Any staff member who volunteers for a flex time schedule and teaches a flex time class, but who also desires and is assigned to teach a regular full day's schedule will be eligible for compensation for a sixth period teaching assignment pursuant to Section H-2, except that the flex time class will not be in lieu of a duty period as stated in Article H-2.c, but will be treated as additional compensation for having taught the class outside of the regular school day.

7. Mid Term Week

All students shall be dismissed at a time to ensure that a minimum legal attendance day is complete (4 hours). Following a normal grade level lunch period, the remainder of the normal school day shall consist of grading and scoring of tests and other professional activities for those staff members not involved in the grading of tests.

8. Rotating Drop Schedule

Rotating Drop Schedule may be implemented at the junior and senior high school which will include the elimination of a professional period.

I. Evening Guidance Services

1. In addition to the provisions of Article 4, Sections C-E, guidance counselors, including substance awareness coordinators, shall plan and present two (2) evening guidance activities per semester (half year). Said evening guidance activities shall not exceed three (3) hours in length and shall not extend beyond 9:30 P.M.
2. The subject of the evening guidance activities shall be developed collaboratively by the counseling staff and the Guidance Supervisor.
3. The schedule of evening guidance activities, including dates, times, locations, and subjects of activities shall be completed for the ensuing school year and distributed to all involved not later than the last work day in June.
4. Changes in the evening guidance activities shall be made in the same collaborative manner between the counselors and the Guidance Supervisor.
5. Guidance counselors shall be compensated for presenting the evening guidance activities with one (1) days per diem (1/185) compensation for every two (2) evenings described in Section I-1 above. Vouchers for payment need to be

completed by the counselor and approved by the guidance supervisor, building principal, and Superintendent of Schools.

6. Guidance counselors, who volunteer to provide additional guidance services outside of the regular school day and beyond the requirements of Article 4, Section C, may schedule such time with the Guidance Supervisor, upon the approval of the building principal, and be compensated in the same manner as noted in number 5, above.

J. Transporting Students

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

ARTICLE 5

COMPENSATION

A. Salary Schedules

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

B. Placement on Salary Guide

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

The Board may request from the Association a waiver to the above provision when, in unusual circumstances, the Board desires to hire a candidate for "singleton" positions which are unusually difficult to fill (i.e., physics, AP Spanish, LDT/C, etc ...). Request for such a waiver shall be made to the Association President by the Superintendent, and such approval by the Association shall not be unreasonably withheld.

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

C. Salary Advancement

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

- a. The course must relate to the teacher(s) present position or to a subject related to his/her certification, which the Superintendent determines will benefit the Westwood Regional School District.
 - b. All teacher(s) are eligible to matriculate in an approved Master Degree Program in Administration and Supervision, Guidance, Instructional Technology, or other area determined by the Superintendent to benefit the Westwood Regional School District.
 - c. Teacher(s) shall obtain written approval from the Superintendent prior to commencement of the course.
 - d. Course involves a four-year college or university that is regionally accredited (not simply state endorsed).
 - e. For non-traditional courses (i.e., internet, video, etc.), course outcomes need to be similar to that of traditional courses.
 - f. To demonstrate successful completion of the course, teacher(s) shall provide the Board of Education with a transcript that evidences a grade of "B" or better or a passing grade if the course is offered only on a pass/fail basis; the transcript shall be provided no later than two (2) months after the course is completed.
2. Credit for purposes of salary determination shall be given to in-service courses if the following criteria are satisfied:
- a. The in-service course is offered by the Westwood Professional Development Academy or other institution approved by the Superintendent.
 - b. The Westwood Professional Development Academy determines the number of hours and credits of the in-service course according to the following: Twelve (12) hours of course work shall equal one (1) credit.
 - c. The teacher(s) must complete the requirement of the course.
 - d. Teacher(s) who teach in-service courses offered by the Westwood Professional Development Academy shall receive one-half (1/2) additional in-service credit beyond what is offered by the course.
 - e. It is understood that in order to be considered for credit, in-service courses shall be taught outside the normal teacher(s) working hours.
 - f. A maximum of six (6) credits shall be granted for movement between the BA and the MA levels of the salary guide and a maximum number of six (6) credits shall be granted between the MA and MA+30 levels of the salary guide. Credit granted for in-service courses prior to a Master's degree level shall not count towards the credit requirements for the Post Master's level.

3. It shall be the responsibility of each teacher to keep his or her credits up-to-date in the Office of the Superintendent.
4. Only the duly attested transcript from a college or educational institution is accepted in the filing of credits.
5. A teacher who expects to advance to the next salary column must have proper evidence of such training eligibility on file, in the Office of the Superintendent of Schools on or before September 15th for advancement in the first semester or on or before February 15th for advancement in the second semester of any given year. Primary evidence shall be an official transcript from a college or university.

D. Tuition Reimbursement

1. The Board of Education agrees to reimburse teacher(s) who have completed at least one (1) year of service to the Westwood Regional School District, for tuition incurred for successfully completing approved courses based on criteria outlined in Article 5, Section C-1.
 - a. Reimbursement shall be made as follows: The maximum amount a teacher(s) is eligible to receive is the per credit tuition rate according to Rutgers University graduate per credit rate (as published by the University on September 1st of a given year). A teacher(s) may not be reimbursed more than nine (9) credits a school year. A school year, for this purpose, is defined as beginning July 1st and ending June 30th.
 - b. The maximum amount that the Board of Education shall reimburse all teacher(s) eligible for tuition reimbursement is fifty thousand dollars (\$50,000) for the 2008-2009 school year. In the ensuing years of this contract (2009-10 and 2010-11) the Board agrees to increase the total monies available by five thousand (\$5,000) each year. If the maximum per year is exceeded, all teacher(s) eligible for reimbursement shall receive a pro-rated share of the maximum amount divided by the number of eligible credits.
 - c. Reimbursement shall be made after the time period for submitting the transcripts has expired and the calculation of the reimbursement for every eligible teacher(s) is determined. Payment shall be made by September 1 of the following school year.

2. Salary Guide Training Levels

- a. The "B.A. or B.S. Degree" column requires a baccalaureate degree from an accredited college or university.
- b. The "B.A. or B.S. plus 15" column requires 15 graduate credits earned subsequent to the date of the baccalaureate degree.

- c. The "B.A. or B.S. plus 30" column requires 30 graduate credits earned subsequent to the date of the baccalaureate degree.
- d. The "Master's Degree" column requires a Master's Degree from a college or university in a program applicable to the advancement of the educational standards of the district.
- e. The "Master's plus 15" column requires 15 graduate college credits earned subsequent to the date of the Master's Degree and/or earned during the matriculation for said degree.
- f. The "Master's plus 30" column requires 30 graduate college credits earned subsequent to the date of the Master's Degree and/or earned during the matriculation for said degree.

E. Payment Schedules

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

F. Voluntary Savings

Employee(s) may individually elect to have direct deposit of their paychecks or to have a portion of their monthly salary deducted from their pay. The funds so deducted shall be placed in an interest-bearing account in the individual employee(s) name in the Paragon Federal Credit Union and to other institutions which have been mutually agreed upon by the Board and the Association. There shall be no costs incurred by the Board for the provision of this service.

G. Compensation - Special Teachers

The \$300.00 salary differential for special education teachers, speech correctionists and learning disability teacher consultants shall be abolished for all new personnel

effective July 1, 1974. Staff members who presently receive the \$300.00 differential shall continue to receive it.

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

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

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

Salaries for the above mentioned positions shall be the same as for a teacher on the same step and training level, plus a stipend of \$5,472.

2. Senior Teachers

Salaries for the above mentioned position shall be the same as for a teacher on the same step and training level, plus a stipend of \$3,220.

I. Compensation - Salary Guide Advancement

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

J. Compensation - Doctorate

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

K. Additional Compensation - Base Salary

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

L. Compensation - Athletic & Extra-Curricular Activities

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

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

M. Compensation - After School Activities

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

N. Compensation - Homebound Instruction

Teachers who teach homebound students outside of the contract day shall be compensated at the per hour rate of \$59.

O. Compensation - Class Coverage

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

P. Compensation - Travel

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

Q. Compensation-In Service Leader

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

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

R. Compensation - Accumulated Sick Leave

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

ARTICLE 6

DUES AND REPRESENTATION FEE

A. Association Dues

1. The Board agrees to deduct from the salaries of its employee(s) dues for the Westwood Education Association, the Bergen County Education Association, the New Jersey Education Association, and the National Education Association as said employee(s) individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of

1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Westwood Education Association by the 15th of each month following the monthly pay period in which deductions were made.

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 each change.

B. Agency Fee

1. Purpose of Fee

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

2. Amount of Fee

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

3. Deduction and Transmission of Fees

The Board agrees to deduct from the salary of any employee(s) who is not a member of the Association for the current membership year, the full amount of the representation fee set forth in Section 2 above and promptly will transmit the amount so deducted to the Association.

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

4. Termination of Employment

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

employee(s) during the membership year in question and promptly forward same to the Association.

5. Mechanics

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

6. Indemnification

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

ARTICLE 7

DEDUCTIONS FROM SALARY

A. Other Deductions

1. The Board also agrees to deduct from the salary of any employee(s) in the Association any of the following deductions authorized by said employee(s).
 - a. Prudential Disability Insurance
 - b. Voluntary Savings Deduction
 - c. Tax Sheltered Annuity Payments
2. The transfer of these funds and also funds deducted under Article 5, F shall be effective as of the payroll date.
3. The Association shall be consulted prior to any decision made to change fiduciary agent for funds deducted from salary.
4. The Association and the Board shall be saved harmless from any liability that may arise or be incurred if the Board fulfills its obligation under this section.

ARTICLE 8

INSURANCE BENEFITS

A. Health Insurance

1. The Board of Education shall pay the full premium for health care insurance protection for all employee(s) of the Board and for family or other eligible dependents of said employee(s), where applicable. The health care insurance

protection shall be provided through the programs available under the New Jersey School Employees' Health Benefits Program.

2. For the purposes of determining eligibility for health care insurance protection, the employee(s) shall work at least thirty-two (32) hours per week. However, this sentence shall have effect only if the health care provider for the Westwood Regional School District, as approved by the Board of Education, is the New Jersey School Employees' Health Benefits Program.

B. Dental, Prescription, and Optical Plans

During the term of this contract, the Board agrees to maintain the level of insurance coverage provided by the existing dental, prescription, and optical plans at no cost to individual employee(s) or the Association, except as otherwise provided herein. The prescription plan will be as follows: Mail order - \$0, Generic - \$10.00, Name Brand - \$15.00. The Board will permit retirees to remain in the dental, optical, and/or prescription plan by paying the Board the appropriate monthly premium(s) in advance. The Board and the Association shall be saved harmless in the event this benefit cannot be implemented.

C. Voluntary Insurance Waiver Incentive Plan

Employees who are eligible to receive benefits under A and B above are eligible to receive an incentive for waiving said benefits, under the following terms and conditions:

1. No employee will be required to participate in the Insurance Waiver Incentive Plan if he/she chooses not to do so.
2. An employee who has no other health/hospitalization coverage may not waive the health/hospitalization coverage, and is therefore not eligible for this incentive. An employee waiving coverage under Section A (health/hospitalization) above, must provide proof of alternative coverage.
3. An employee who has no other dental, prescription, or vision coverage may waive all of those coverages.
4. Employees who are eligible for benefits under A and B above, and who waive some or all of the coverages of those benefits in A and/or B above for a full year shall receive an incentive for doing so as follows:

a.	Waiving of Health Insurance:	\$1,500
b.	Waiving of Dental Insurance:	\$400
c.	Waiving of Prescription and Optical Insurance:	\$1,100

If the employee's plan began later than July 1st, the incentive payment shall be prorated accordingly.

5. Each year eligible employee(s) will receive an Insurance Waiver Incentive Plan form from the district Business Office. It will allow employee(s) to waive any/all coverages, document a final return date, and will specify the incentive payment which will be received for each waiver.
6. An employee who waives any of the insurance coverages may re-enroll at the open enrollment periods, subject to carrier rules. The only exception is that if any of the insurance coverages of a spouse or domestic partner are terminated during an insurance year, the employee may re-enroll immediately in the District's plan. If such re-enrollment occurs during the insurance year, a prorated incentive payment will be made to the employee for that year.
7. The incentive will be paid semi-monthly from September to June for all employees.
8. In order to protect all employees from Federal and State taxation of existing benefits if this plan is in effect, the District will set up a Section 125 account.
9. The Board and the Association shall be saved harmless in the event this benefit cannot be implemented.

ARTICLE 9

TEACHER ASSIGNMENT

A. Notice

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

B. Tentative Schedule

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

C. Teachers Assigned To More Than One School

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

ARTICLE 10

SECRETARIES - VACANCIES AND NOTICE

- A. The Superintendent of Schools shall notify all secretarial employees and the President of the Association of any Association secretarial vacancies as they become available at least ten (10) working days prior to the closing date for receipt of applications. All secretarial positions shall be posted on the district's website.
- B. Secretaries planning to leave the district shall be required to give thirty (30) days notice.

ARTICLE 11

TEACHER EVALUATION

A. Teacher Observation

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

B. Teacher Evaluation

1. Each formal evaluation shall be conducted in a conference only between the teacher and the building principal at the elementary level; and only between the principal or vice-principal or supervisor and teacher at the secondary level. Members of the Child Study Team shall be evaluated by the Director of Special Services.

2. The evaluation conference shall allow for the clarification or exchange of information regarding all items on the evaluation form. It is understood that as a result of said clarification and/or exchange the evaluator may modify his/her assessment of the teacher prior to completing the evaluation form.
3. The completed evaluation report shall be made available to the teacher for review and signature as soon as possible, but not later than five (5) school days following the evaluation conference.
4. The teacher shall receive a copy of the signed evaluation report which he/she must sign and return within two (2) school days. The teacher shall also have the right to submit a statement regarding any aspect of the evaluation report. Said statement must be submitted within ten (10) days and shall be attached to the evaluation report.

C. General Procedure

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

D. P.D.P Forms

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

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

ARTICLE 12

COMPLAINT PROCEDURE

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

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

ARTICLE 13

EMPLOYEE(S) RIGHTS

A. Just Cause Provision

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

B. Required Meeting or Hearings

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

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

C. Evaluation of Students

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

ARTICLE 14

PROTECTION OF EMPLOYEE(S) AND PROPERTY

A. Hazardous Duty

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

B. Reasonable Force

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

C. Assault

1. Legal Assistance

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

2. Leave

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

3. Reimbursement for Personal Property Damage

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

4. Medical

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

ARTICLE 15

SICK LEAVE

A. Teachers

1. Allowance

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

2. Absence

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

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

B. Secretaries

1. All 12 month secretaries shall be entitled to twelve (12) sick days per year; 10-1/2 month secretaries shall be entitled to eleven (11) sick days per year; 10 month secretaries shall be entitled to ten (10) sick days per year. Secretaries entering the school district during the school year will be pro-rated on the basis of one day per month for each full month of employment.
2. All absences due to visits to medical or dental personnel for treatment, therapy, or diagnosis shall be counted as a sick day and deducted from the employee's accumulated sick leave.

C. Sick Leave Bank

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

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

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

ARTICLE 16

TEMPORARY LEAVE OF ABSENCE - PAID

A. Bereavement - Immediate Family

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

B. Bereavement - Close Friend or Other Relatives

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

C. Bereavement - Extenuating Circumstances

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

D. Personal Business

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

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

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

E. End of Year Leave

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

ARTICLE 17

EXTENDED LEAVE

A. Maternity - Child Rearing Leave

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

1. Maternity Leave

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

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

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

2. Child Rearing Leave

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

B. Professional Association

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

C. Scholarship Program

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

D. Armed Forces

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

E. Illness in the Family

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

F. Legislative Leave

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

G. Other Leave

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

H. Salary Credit

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

I. Benefits

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

J. Extensions

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

ARTICLE 18

SECRETARIES – WORK WEEK, HOLIDAYS, AND VACATIONS

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

B. Effective July 1, 2009 secretaries will work eight hours daily, inclusive of a fifty-four (54) minute lunch period. All secretaries shall be released at 3:30 P.M. for the purpose of attending General membership meetings of the Association.

C. Holidays

Secretaries will follow the same holiday schedule as set forth in the Board approved School Calendar for the fiscal year. Effective July 1, 2009, it is acknowledged that the Board approved school calendar shall include one (1) additional work day. Scheduling and coverage is to be made between the secretary and their principal/supervisor, and is subject to the prior approval of the Superintendent of Schools.

D. Vacations

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

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

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

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

E. On days immediately prior to a three (3) or more day holiday, secretarial employees shall leave thirty (30) minutes prior to the end of their regular work day.

ARTICLE 19

SECRETARIES - PROFESSIONAL DEVELOPMENT

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

ARTICLE 20

SECRETARIES - PROGRESSIVE DISCIPLINE

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

ARTICLE 21

SECRETARIES - REDUCTION IN FORCE

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

ARTICLE 22

MISCELLANEOUS

A. Commitment

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

B. Savings Clause – Employee(s)

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

C. Separability

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

D. Management Rights – Employee(s)

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

ARTICLE 23

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011, or until a Successor Agreement has been negotiated. Negotiations for a Successor Agreement shall begin not later than October 15, 2010.

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested to by its Secretary and its corporate seal to be placed hereon on this 14th day of May, 2009.

Westwood Education Association

Westwood Regional Board of
Education

President

President

Secretary

Secretary

SCHEDULE A
W.E.A. TEACHER SALARY GUIDE
2008-2009

Old Step	New Step	BA	BA+15	BA+30	MA	MA+15	MA+30
2007-2008	2008-2009						
1-2	1	44,620	45,420	46,220	50,420	51,620	55,420
3-4	2	45,120	45,920	46,720	50,920	52,120	55,920
5	3	45,620	46,420	47,220	51,420	52,620	56,420
6	4	46,120	46,920	47,720	51,920	53,120	56,920
7	5	46,620	47,420	48,220	52,420	53,620	57,420
8	6	47,520	48,320	49,120	53,320	54,520	58,320
9	7	48,520	49,320	50,120	54,320	55,520	59,320
10	8	50,920	51,720	52,520	56,720	57,920	61,720
11	9	53,470	54,270	55,070	60,170	61,220	65,165
12	10	56,020	56,820	57,620	62,720	63,770	67,715
13	11	61,020	61,820	62,620	67,720	68,770	72,715
14	12	66,270	67,070	67,870	72,970	74,020	77,965
15	13	71,770	72,570	73,370	78,470	79,520	83,465
16	14	79,370	80,170	80,970	86,070	87,120	91,065

SCHEDULE B

W.E.A. TEACHER SALARY GUIDE

2009-2010

Old Step	Step	BA	BA+15	BA+30	MA	MA+15	MA+30
2007-2008	2009-2010						
	1	46,000	46,800	47,600	52,400	53,675	57,700
1-2	2	46,750	47,550	48,350	53,150	54,425	58,450
3-4	3	47,500	48,300	49,100	53,900	55,175	59,200
5	4	48,250	49,050	49,850	54,650	55,925	59,950
6	5	49,025	49,825	50,625	55,425	56,700	60,725
7	6	50,025	50,825	51,625	56,425	57,700	61,725
8	7	51,025	51,825	52,625	57,425	58,700	62,725
9	8	53,625	54,425	55,225	60,050	61,300	65,325
10	9	56,225	57,025	57,825	62,650	63,900	67,925
11	10	59,725	60,525	61,325	66,350	67,400	71,425
12	11	64,275	65,075	65,875	70,900	71,950	75,975
13	12	68,825	69,625	70,425	75,450	76,500	80,525
14	13	74,925	75,725	76,525	81,550	82,600	86,625
15-16	14	81,025	81,825	82,625	87,650	88,700	92,725

SCHEDULE C

W.E.A. TEACHER SALARY GUIDE

2010-2011

Old Step	Step	Step	BA	BA+15	BA+30	MA	MA+15	MA+30
2007-2008	2009-2010	2010-2011						
	1	1	47,725	48,525	49,375	54,375	55,475	59,425
1-2	2	2	48,550	49,350	50,200	55,200	56,300	60,250
3-4	3	3	49,375	50,175	51,025	56,025	57,125	61,075
5	4	4	50,200	51,000	51,850	56,850	57,950	61,900
6	5	5	51,200	52,000	52,850	57,850	58,950	62,900
7	6	6	52,200	53,000	53,850	58,850	59,950	63,900
8	7	7	54,850	55,650	56,500	61,500	62,600	66,550
9	8	8	57,500	58,300	59,150	64,150	65,250	69,200
10	9	9	61,100	61,900	62,750	67,750	68,850	72,800
11	10	10	65,700	66,500	67,350	72,350	73,450	77,400
12	11	11	70,300	71,100	71,950	76,950	78,050	82,000
13	12	12	76,450	77,250	78,100	83,100	84,200	88,150
14-15-16	13-14	13	82,600	83,400	84,250	89,250	90,350	94,300

SCHEDULE D

H.S. ATHLETICS - BOYS AND GIRLS

2008-2011

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

Site Manager - 2 x Chaperone Salary

SCHEDULE E
EXTRA CURRICULAR 9-12
2008 - 2011

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

SCHEDULE F

7th and 8th GRADE ACTIVITIES

2008-2011

POSITION	2008-2011
A.V.	2,721
Band Director	2,838
Bowling	1,187
Co-Curr. Coordinator	1,023
Coordinator	3,975
Drama (2 plays)	3,135
Honor Society	1,273
Interscholastic	3,733
Intramurals	3,057
Newspaper	2,012
Student Council	2,067
Student Council (A)	1,047
Yearbook	2,011
Bergen Brain Busters	2,216

ELEMENTARY SCHOOL

POSITION	2008-2011
A.V.	1,612
SAFETY PATROL	1,612

SCHEDULE G
STIPEND POSITIONS
2008-2011

POSITION	2008-2011
High School	
A.M./P.M. Bus Duty	41
A.M./P.M. Hall Duty	41
Central Detention	36
Club Advisors (per session)	84
Saturday Detention	154
Summer Band Positions	
Band Director	1,031
Asst. Band Director	984
Choreographer	1,965
Color Guard Advisor	843
Elementary	
Lunch Room Aide (per hour)	24.00/hr.
Club Advisors (per session)	84
Jr./Sr. High School Student Accounts	\$6,500

SCHEDULE H
WEA SECRETARY SALARY GUIDE
2008-2009

Step	10 Month	10.5 Month	12 Month
1	25,546	26,931	30,778
2	26,376	27,806	31,778
3	27,206	28,681	32,778
4	28,056	29,578	33,803
5	29,260	30,846	35,253
6	30,708	32,373	36,998
7	32,393	34,150	39,028
8	34,327	36,188	41,358
9	36,510	38,490	43,988
10	38,942	41,053	46,918

Notes:

1. No newly-hired secretary shall be placed at a salary level equal to or higher than that of any existing secretary
2. The Secretary to the High School Principal shall receive 110 percent of the applicable guide figure.

SCHEDULE I
WEA SECRETARY SALARY GUIDE
2009-2010

Step	10 Month	10.5 Month	12 Month
1	26,881	28,334	32,382
2	27,711	29,209	33,382
3	28,541	30,084	34,382
4	29,371	30,959	35,382
5	30,201	32,272	36,882
6	31,791	33,584	38,382
7	33,621	35,334	40,382
8	35,701	37,522	42,882
9	38,021	40,147	45,882
10	40,601	42,772	48,882

Notes:

1. No newly-hired secretary shall be placed at a salary level equal to or higher than that of any existing secretary
2. The Secretary to the High School Principal shall receive 110 percent of the applicable guide figure.

SCHEDULE J
WEA SECRETARY SALARY GUIDE
2010-2011

Step	10 Month	10.5 Month	12 Month
1	27,000	28,910	33,040
2	27,830	29,916	34,190
3	28,660	30,923	35,340
4	29,490	31,929	36,490
5	30,320	32,935	37,640
6	31,910	34,248	39,140
7	33,740	35,998	41,140
8	35,820	38,185	43,640
9	38,140	41,029	46,890
10	40,720	43,873	50,140

Notes:

1. No newly-hired secretary shall be placed at a salary level equal to or higher than that of any existing secretary
2. The Secretary to the High School Principal shall receive 110 percent of the applicable guide figure.