10-05/5

AGREEMENT BETWEEN THE

BOARD OF EDUCATION Woodbridge Township, New Jersey



AND THE

WOODBRIDGE TOWNSHIP FEDERATION OF TEACHERS LOCAL 822, AMERICAN FEDERATION OF TEACHERS AFL-CIO

1970-71 — 1971-72



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AGREEMENT

This Agreement entered into this 20th day of April, 1970 by and between the Board of Education of Woodbridge, New Jersey, hereinafter called the "Board," and the Woodbridge Township Federation of Teachers, Local #822, American Federation of Teachers, AFL-CIO, hereinafter called the "Union."

PREAMBLE

The Board and the Union agree that the paramount purpose of this agreement is the recognition of the rights and responsibilities of the parties concerned and the formulation of procedures by which both parties may work together in good faith with regard to all matters of common concern. The Board and the Union further agree that the welfare of the children and learners is the paramount concern in the operation of the Woodbridge Township Public Schools and that quality education will be promoted to the fullest possible extent.

ARTICLE I

1. Recognition

The Board recongizes the Union as the sole and exclusive bargaining representative for all certified personnel excluding per diem substitutes, continuing education personnel, Superintendent of Schools, Assistant Superintendents, Principals, Vice-Principals, Administrative Assistants, Supervisors, Directors, Coordinators, School-Industry Coordinator, and non-certified personnel (Custodians, cafeteria employees, attendance officers, and secretarial and clerical employees). Department heads may become part of the bargaining unit if they so choose and if such determination is held valid by the Public Employees Relations Commission.

2. Definitions - Where Used in this Agreement

- a. "School" shall mean any work location or functional division or group.
- b. "Principal" shall mean the administrator of any work location or functional division or group.
- c. "Building Representative" shall mean the agent of the Union in any work location or functional division or group.
- d. The singular shall include the plural.
- e. The masculine shall include the feminine.
- f. The term "Board" shall include the Board of Education of Woodbridge Township or its designated representatives.
- g. The term "Union" shall include the Woodbridge Township Federation of Teachers or its designated representatives.

3. Procedures for Arranging Negotiating Sessions

a. Requests for meetings from the Union will be made to the Superintendent, Assistant Superintendent in Charge of Personnel, or Chairman of the Board's Negotiating Committee.

- b. Requests for meetings from the Superintendent or the Board will be made to the President of the Union, or his designee.
- c. When a request for a meeting has been made by either party, a mutually convenient date, time and place shall be set within one (1) work day of the date of request, such meeting to take place within five (5) work days.
- d. Nothing in this Article shall preclude the parties, scheduling meetings in such manner and at such times as may be mutually agreed upon by the parties.
- e. Every possible effort shall be made in the meeting, or in subsequent meeting to attempt to resolve the problem or problems.
- f. The location at which all regular and special meetings are held shall be determined at the time of the request for a meeting.
- g. Teachers (not to exceed six in number) who, upon request of the bargaining agent are excused from their regular assignment for the purpose of attending and/or participating in negotiation sessions with the representatives of the Board shall suffer no loss of pay.

4. Submission of Proposals for Negotiations

- a. All proposals of items that one party wishes to submit for negotiation shall be submitted in writing to the other party along with a request for a meetin as provided for in Paragraph 3.
- b. The response of the party receiving the proposals shall be to prepare counter-proposals in writing.

5. Conducting Negotiations

- a. Each party shall, upon reasonable request, furnish to the other party available and pertinent non-confidential reports, statistics, and general information concerning the Woodbridge Township Public Schools.
- b. Competent professional and lay representatives or consultants may be used if deemed advisable by either party.
- c. During negotiations, the Board and the Union will present relevant non-confidential data, exchange points of view, and make proposals and counter proposals.
- d. Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.
- e. Except as this Agreement shall hereinafter otherwise provide all terms and conditions of employment in the Teachers Handbook and the By-Laws of the Board adopted February 16, 1970, applicable on the effective date of this agreement to employees covered by this Agreement, shall continue to be so applicable during the term of this Agreement, except as may be amended by the language of this agreement. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representatives before they are established.

- f. Nothing herein shall be construed to prevent any official from meeting with an employee organization for the purpose of hearing their views and requests of its members in such unit as long as the majority representative is informed of the meeting and provided that any changes or modifications in terms and conditions of employment, as covered in this Agreement, are made only through negotiation with the majority representative.
- g. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing dually executed by both parties.

Agreement

- a. Once a written Agreement is adopted by the Union and the Board, it shall constitute a binding, legal and moral commitment on the part of both parties to do everything within their power to secure the execution of the provisions of the Agreement.
- b. If a tentative Agreement submitted by the Union is rejected by the teachers of Woodbridge Township, negotiations shall be reopened.
- c. If the tentative Agreement is rejected by the Board, negotiations shall be reopened.

7. Conformity to Law-Saving Clause

- a. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Union.
- b. In the event that any provision of this Agreement is or shall at any time be contrary to the law, all other provisions of the Agreement shall continue in effect.
- c. All provisions in the present contract shall remain in full force and effect except as modified by agreement.
- d. Duration This agreement between the Board and the Union insofar as it affects the obligation to make payments to or for the benefit of the educational staff as remuneration for their normal professional services shall remain in effect for the two year period, July 1, 1970 through June 30, 1972. All other areas not affecting remuneration for normal duties shall be subject to negotiations for the year July 1, 1971 through June 30, 1972.

ARTICLE II

LEAVES OF ABSENCE

1. Death in Family

- a. Up to 5 days absence, without pay deduction, will be allowed for death in the immediate family. Immediate family shall mean:
 - (1) Husband, wife, children and any other members of the same household.
 - (2) Father and mother.
 - (3) Sisters and brothers.
- b. Up to 3 days absence, without pay deduction, will be allowed for death of near relative.
- c. Up to five days' absence without pay deduction should be allowed for the death of a mother-in-law or father-in-law if residence has been out of the state. Otherwise, the prevailing practice of 3 days absence shall apply.

2. Maternity Leave

A maternity leave shall begin no less than four (4) months before the approximate date of confinement. As a general rule, the expiration of a maternity leave shall coincide with the opening of school in September, but the stafmembers may be permitted to return sooner to fill a vacancy for which she is certified. The Superintendent of Schools may require a statement of a physicial certifying that the returning teacher is physically able to assume the duties of teaching. The teacher shall be guaranteed a position upon return to duty.

- Leave without pay deduction, for personal illness in any one school year shall be granted in accordance with the following schedules.
 - a. 10 days for personnel with less than 5 years continuous employment.
 - b. 20 days for personnel with more than 5 years continuous employment.

Unused sick leave days in any school year may be used in subsequent years for additional sick leave without pay deduction.

Teachers whose accumulative sick leave has been used will be paid the differenc between their regular pay and that which is paid to a substitute for each day of absence in excess of the accumulative sick leave to a maximum of twenty (20) school days per school year.

4. A physician's certificate must be filed following an absence of five or more successive days because of personal illness. The Board may, if it has cause to believe that there has been an abuse of the sick leave policy, require an examination by an independent physician, such examination shall be at Board expense.

- 5. No reduction in pay shall be made for any accumulated sick day to which a teacher is entitled, except as may be delineated elsewhere in this contract. Teachers shall give the administration two hours notice of intended absence, except in cases where such notice is impossible.
- 6. Military leave will be granted to staff members in accordance with the applicable laws of the State of New Jersey pertaining to employees of School Districts.

7. Sabbatical Leaves

Sabbatical leaves may be granted for the basic purpose of helping to improve the competence of personnel who have received the leaves and thereby to help improve the quality of instruction throughout the township. In no way is this to be interpreted as a reward, remuneration or compensation, or a type of terminal leave.

- a. "Teacher" for this plan means any teacher with a permanent certification employed by the Board of Education, and under tenure.
- b. "Service" means active full-time employment in the public schools of Woodbridge Township.
- c. Sabbatical leaves will be granted for full-time graduate study with an accredited institution for the duration of the leave, or for traveling which is in conjunction with an educational program of an accredited college or university.

d. Requirements for application

- (1) Formal application must be made on form provided by the Superintendent's office.
- (2) Minimum of seven (7) years of continuous service.
- (3) Each recipient of a leave must agree to serve a minimum of two (2) years of service within the system after his return from the sabbatical.

e. Benefits

- (1) "Full year leave at 60% of the annual salary."
- (2) Retention of all rights, such as, tenure, pension, increments, hospitalization, etc.

f. Application

- (1) Application forms are to be obtained from the Superintendent's office, but are to be returned by way of the building principal or supervisor, whichever applies. The applicant shall be required to agree to comply with all the provisions of this resolution or any amendment thereof.
- (2) Applications for a full year leave must be completed by December 1st of the year preceding the school year in which the leave is granted.

- (3) All applications must be completed in full detail listing the purpose of the leave, institution at which the study is to be taken, etc.
- (4) All applications will receive a prompt written notice from the Superintendent's office, either acceptance or rejection of the requested leave.

g. Restriction or limitations

- (1) That a maximum of no more than 2% of the total teaching staff be eligible at any one time for leave.
- (2) That those persons granted leaves for study be required to file transcripts with the Superintendent of Schools upon returning to the system.
- (3) That once the leave is granted, such persons do not again become eligible for a sabbatical leave until the minimum time seven (7) years has again elapsed.
- (4) That upon return from a sabbatical leave, each person must guarantee a minimum of 2 years service. In the event said person does not complete 2 years minimum service said person shall repay to the Board all moneys received from the Board during the leave period. (Exceptions to this may be made upon recommendation of the Superintendent for such reasons as serious illness or other extenuating circumstances.) Teachers returning from sabbatical leave shall be placed in the same position and the same school in which they were previously teaching if such position continues to exist. At the time of leave the replacement teacher will be notified that the assignment of the replacement teacher in the position is subject to the rights of the teacher on leave.
- (5) That if granted a leave, no other full-time position will be taken during this time for the purpose of earning money. (Exceptions: grants or awards given by a college or foundation.)
- (6) If an application is disapproved and the teacher wishes to apply again the following year or at any other time, a new application must be filed with the Superintendent's office.

h. Selection of applicants

- (1) The following factors will be considered in determining recommending approval of sabbatical leaves:
 - (a) "Worthiness of proposed purpose"
 - (b) Seniority
 - (c) Availability of competent replacement
 - (d) The number or percentage selected from a particular building.

- (2) Where number applying appear to have identical qualifications, the following factors also must be taken into consideration:
 - (a) Evidence of prior interest in self-improvement.
 - (b) Evidence of teaching interest and dedication to the profession.
- (3) Superintendent may use the above listed criteria as well as other factors in selecting candidates. He may at his discretion appoint a screening committee to assist.

i. Salary Payments

- (1) All regular salary deductions, such as taxes, pension funds, etc., will be deducted from the payments received by the teacher. In accordance with the rules and regulations of the Teachers' Pension and Annuity Fund (52.5), the pension deduction based upon the full contractual salary received at the time the leave is begun shall continue for the duration of the leave.
- (2) Before leaving for the sabbatical leave the teacher will notify the Superintendent's office in writing where the checks should be sent.
- (3) Teachers granted sabbatical leaves shall be paid 60% salary less the deductions for taxes, pensions, etc., for all regular pay periods established by the Board of Education.
- j. The final decision in granting of sabbatical shall be by the Board of Education on recommendation of the Superintendent and the action of the Board shall be by resolution approving the individual and the leave.
- k. Sabbatical leaves may be granted to the members of the nursing staff under the same conditions and limitation prescribed for members of the instructional staff.
- 8. Under the provisions of Chapter 177 of the Laws of 1967, any person employed by the Board of Education to commence initial services on or after September, 1967 who has an unused accumulation of sick leave days from another school district in New Jersey shall be granted a maximum of ten (10) days sick leave credit; provided proof of such accumulated sick leave is furnished to the Board of Education within one (1) month of the date of actual employment.

9. Personal Leave

Members of the instructional staff and nursing staff shall be allowed three days absence without pay deduction during any one school year, for personal reasons under the following conditions:

a. "That no days of absence with pay be allowed, unless for religious holidays, when such days are taken during the first three or the last three days of the school year, or the first day immediately preceding, or the first immediately following, a school recess or vacation."

- b. That any of the instructional staff or nursing staff desiring to be absent for personal reasons are to advise the Principal of the building to which they are assigned at least two school days in advance of the time that they will be absent for personal reasons. Members of the nursing staff shall also notify the Supervisor of Nurses at least two days prior to the date that they will be absent for personal reasons.
- c. Special teachers are to advise the Supervisor of the department to which they are assigned at least two school days before such absence.
- d. In case of emergency the two day notification requirement for personal leave is waived.
- e. Personal leave shall be granted to the instructional and nursing staffs only.

10. Other Leaves

- a. The Board of Education may grant a leave of absence to any member of the instructional staff having tenure of service under the provisions of sections *18A:13-16 to *18A:13-19 of the Revised Statutes of New Jersey. A leave of absence will not be granted to any member of the instructional staff not protected by tenure.
- b. A teacher returning from a leave of absence shall receive the same salary increment as those teachers within the system who have the same number of years of teaching experience in the schools of Woodbridge Township, and where applicable, equivalent credit for prior teaching experience and/or military service.
- c. Absence without pay deduction, will be allowed under the following conditions:
 - (1) When necessary to comply with a subpoena or summons.
 - (2) For professional visitations, educational conferences and conventions when approved by the Principal and the Superintendent of Schools.
- d. The Board agrees that the president of the Union, if he is under tenure, will, upon request prior to December 31 of each year be granted a leave of absence for one year without pay for the purpose of performing duties for the Union. If the person on leave ceases to be president he shall return to his teaching duties or submit a resignation within 15 days of termination of office.
- * Citation to be verified and corrected in contract if in error.

11. General Provisions Pertaining To Leaves

- a. Teachers returning from sabbatical, military, sick leave or any official leave of absence shall be placed in the same position and in the same school in which they were previously teaching if such position continues to exist. At the time of leave the replacement teacher will be notified that the assignment of the replacement teacher in the position is subject to the rights of the teacher on leave as stated above.
- b. The Board of Education will make available to each teacher an annual accounting of accumulated sick leave by September 30th.
- c. The Board of Education will allow up to four years credit on the salary guide for teachers who have taken leave for military service, the Peace Corps, or the VISTA program.

ARTICLE III

WORKING CONDITIONS SCHOOL CALENDAR AND WORK YEAR

1. School Calendar

- a. The school calendar shall consist of a minimum of 180 instructional days and shall be planned for a total of 184 specific instructional school days in order to provide for necessary emergency and/or inclement weather days. The Superintendent shall reduce the school year during the months of May and/or June if such emergency days have not been utilized during the school year. Such a decision should be made not earlier than April 1st nor later than May 15th of the school year.
- b. The school calendar shall include the following early dismissal days:
 - (1) Wednesday after Labor Day
 - (2) Wednesday before Thanksgiving
 - (3) Last day of school in June
 - (4) Four (4) in October for parent conferences for elementary pupils
 - (5) Four (4) in March for parent conferences for elementary pupils
 - (6) Two (2) all staff curriculum conferences for all professional staff members, one to be scheduled in the fall and the other to be scheduled in the spring.
 - (7) Not more than two (2) the last school week in June for all pupils for the purpose of scheduled exams, collection of books, etc. (this does not include the last scheduled pupil day in June).
- c. An early dismissal shall be defined as a day in which school is in session for a minimum of four hours of instruction. Additional early dismissal days may be scheduled at the discretion of the Board of Education.
- d. All schools shall be closed in observance of the following days:

Labor Day
Yom Kippur
Rosh Hashanah
Columbus Day
General Election Day
Veterans' Day
Thanksgiving Day (and Friday immediately following)
December 24th and Christmas Day
New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day (Summer School observance)

e. Other Days

- (1) Teachers shall be required to report for meetings and pre-school planning on the Tuesday after Labor Day.
- (2) Teachers who are new to the school district shall be required to report for one or two additional days, which shall be the Thursday and Friday immediately preceding Labor Day for orientation.
- (3) Schools shall be closed for the convention of recognized teacher organizations, as permitted by State Law.
- f. The first instructional day shall normally be the Wednesday following Labor Day.
- g. Every effort shall be made to conclude the school year during the third week in June.

h. Vacations

- (1) No activities shall be required of experienced staff members before Labor Day except as herein agreed.
- (2) Christmas Vacation: December 24th through New Year's observance inclusive.
- (3) Easter Vacation: Good Friday through the week following Easter Sunday.

2. Elementary School Day

- a. Elementary teachers shall report to school not later than 8:40 A.M. and shall commence their teaching duties at 8:50 A.M.
- b. The first bell for students shall ring at 8:45 A.M.
- c. Elementary teachers are herein guaranteed a lunch period of not less the fifty (50) minutes.
- d. Classes shall terminate no later than 3:15 P.M., except where cafeteria procedures require dismissal at 3:00 P.M.
- 3. Teachers may leave the building at the end of the school day as soon as all buses have cleared the school grounds unless requested to remain for teacher meetings, in-service training programs, extra help for pupils and/or parent conferences and except in emergencies, teachers shall be given at least two days notice prior to such meetings and conferences. Pupils and parents are encouraged to seek help and assistance at a time that is mutually acceptable.
- 4. a. Teachers of secondary English classes shall have a teaching load not to exceed 130 pupils. This may be modified for educational purposes only it may apply to large group instructional programs; team-teaching and approved experimental programs.

- b. The Board and the Union express their mutual concern for the establishment of pupil-teacher ratio consistent with sound educational principles. The Board therefore agrees to exert every effort to improve pupil-teacher ratic and to further reduce class size consistent with the availability of suitable facilities.
- c. However, where any ratio may be referred to, that fact shall not in any event relieve a teacher of his responsibility to teach a class of the number of pupils assigned to said teacher.
- 5. No secondary teacher shall be assigned more than twenty-five class periods and five assigned periods per week (exception Driver Education teachers), except that up to thirty (30) class periods per week with a corresponding reduction of assigned periods may be assigned with the approval of the teacher involved.
- 6. Every secondary teacher shall be guaranteed at least five (5) preparation periods per week and every elementary teacher guaranteed four (4) preparation periods per week. Teacher preparation periods shall be generally used for the following purposes at the teachers' discretion:
 - a. Planning lessons
 - b. Grading-evaluating papers
 - c. Completing required reports
 - d. Working on curriculum projects
 - e. Preparing equipment and materials for class
 - f. Taking reasonable rest periods
 - g. Study and professional reading
 - h. Conference with staff and/or parents
 - i. Observing other teachers, with that teacher's permission
 - j. Providing extra help to pupils
- 7. Teachers will not be required to make written excuses for an occasional tardiness. Habitual lateness is not herein condoned and should be discouraged through conferences with the appropriate administrative authority. In no case shall this function be delegated to a clerk or secretary.
- 8. A pool of substitute teachers will be continued to provide coverage of classes of absentee teachers at the elementary level. Coverage due to the sudden illness of teachers, or other emergency, shall be exempt from coverage requirements.
- 9. The Board agrees that the mark of the teacher is the record of the teacher's evaluative judgment of the work of a pupil. The teacher shall be considered the expert in evaluating the work of his pupils and the mark given by a teacher shall not be changed by another person without reasonable cause.

- 10. Any teacher authorized by the Superintendent of Schools to attend a profession conference shall be reimbursed for transportation or mileage allowance, registration fees, lunches, and overnight accommodations when necessary.
- 11. Nightly duties shall be equally distributed and, with the exception of parents nights no teacher shall be required to perform more than two per year.
- 12. A secondary teacher shall not teach more than two (2) subject areas nor more than three (3) preparations within said areas during any semester. In the ever that this is not possible the teacher shall be relieved of any duty prior to and during the homeroom period.
- 13. Teachers shall not be required to collect premiums for student insurance, to prepare lists thereof or in any way subsidize the operation of an insurance company. Teachers shall distribute the necessary forms for implementation, however.
 - 14. Audio-visual coordinators in secondary schools shall have their teaching load reduced by at least one class per day and they shall be free of other duties during the homeroom period.
 - 15. Teachers may leave the school building during their lunch periods and with administrative permission during their preparation period.
 - 16. Teachers, prior to June 15th of each year, shall be notified of the following:
 - a. Subjects to be taught.
 - b. Grade of subject to be taught.
 - c. Any special or unusual classes teachers will be required to teach.
 - d. Grade level and special nature, if any, of the regular classes.

Where changes in personnel, or illness, make an exception to the above necessary, teacher's affected shall be notified in writing forthwith.

- 17. No monies shall be withheld from any teacher's salary for any reason not specifically delineated elsewhere in this contract or in the state or federal statutes.
- 18. The results of the union survey of faculty room needs received December, 1969, will be implemented.
- 19. Personal information regarding a physician's diagnosis, the nature of a teacher's illness, etc., shall not be processed by Board of Education employed but shall be processed exclusively by the personnel of the insurance carrier. It shall be the employee's responsibility to obtain the verification of employment from the Board Secretary's office. All further processing of all claims and follow-up thereof will be the responsibility of the employee unless informational aid is requested.
- 20. A Study Committee of three administrators and three Union representatives shal be formed not later than March 31, 1970, to study and make recommendations regarding the possible implementation of data processing for reporting grades at the junior high school level and make recommendations for an implementation date.

- 21. A committee composed of an equal number of administrators and union representatives shall be appointed by March 31, 1970 to review the working conditions of the classroom teachers in the field of Special Education. The committee recommendations shall be submitted to the Board and Union for final resolution and implementation by September 1, 1970.
- 22. Vocal music teachers shall be granted the same number of preparation periods ϵ elementary classroom teachers.
- 23. With due consideration by teachers of their legal responsibility for safety ar welfare of pupils, teachers no longer need perform the following:
 - a. Junior High School ninth grade teachers will not be required to escort their classes to the cafeteria.
 - b. Senior High School teachers will not be required to escort their classes to the cafeteria.
- 24. Any employee of the Board of Education while driving his own vehicle on Board of Education business is covered for liability insurance by the Non-Ownership portion of the Board of Education's Fleet Auto Policy to the extent of \$500,00 \$1,000,000 as Secondary Insurance. The employee's own insurance to whatever coverage he has will take effect first and then the Board's coverage takes ove to the extent mentioned.
- 25. A minimum of two telephone lines into each school (where there is no service t a switchboard) will be provided, with an extension of one into the nurse's office.
- 26. Nurses shall follow the same procedure as teachers for reporting absence due t illness.
- 27. The Board affirms that additional substitutes for nurses have been provided by increasing the substitute list.
- 28. The Board agrees to make every reasonable effort to provide all supplies on or before the first day of school in September. A bidding calendar will be developed and implemented to facilitate delivery.

29. Teacher Protection

The Board affirms that it will cooperate fully in providing a classroom atmosphere which is conducive to teaching and learning.

- a. Teachers shall have the positive assistance from and support of the building administration with the discipline of pupils in a firm and fair manner in order that teachers may perform their responsibilities within a proper instructional atmosphere.
- b. A pupil who is habitually disruptive shall be referred to the administrati who shall make necessary arrangements for the use of the guidance counseld and the psychological team. Priority of service from the psychologist, the learning disability consultant and/or the social worker shall be made available. A report from the psychological team shall be submitted to the building principal within three weeks of the referral. A conference at the

building level with the professional staff involved shall be called by the principal within these three (3) days after receiving the report for review and recommendation.

- c. Action by the Administration with habitually disruptive pupils shall include:
 - (1) In the event that a student has been habitually disruptive and the responsible administrator and teacher agree that the disruptions are a result of a personality conflict between the student and the teacher, then the student shall be transferred to another class or grade assignment. Any subsequent transfer shall be with the agreement of the teacher who is to receive the transferred student.
 - (2) Suspension from that class or from school until the parent or guardian has conferred with the parties involved and satisfactory agreement for improvement has been determined.
 - (3) Provide special remedial assistance in subject area in question; providing that such assistance is available.
 - (4) Move to implement report of the guidance personnel and the psychological team.
 - (5) As a final action, a recommendation to the Superintendent of Schools for a special conference which could result in a recommendation to the Board of Education for expulsion from school.
- d. Any pupil who assaults a teacher shall be automatically suspended from school until such time as a parent or guardian has conferred with the parties involved and a satisfactory agreement has been reached to remedy the situation. Depending upon the individual case in question, a recommendation through the Superintendent of Schools to the Board of Education for legal action by the Board may be considered.
- e. Teachers shall report immediately in writing to their principal and to the central office all cases of assault suffered by them in connection with their employment.
- f. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.
- g. The Board agrees to provide its legal counsel to defend any teacher in any action arising out of any claim demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of person, or in accidental damage to or destruction of property, within or without the school building, providing such teacher, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his duties within the scope of his employment or under the direction of the Board.
- h. If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, the Board shall furnish its legal counsel to defend him in such proceeding.

- i. Whenever a teacher is absent from school as a result of personal injury compensable under New Jersey Workman's Compensation Laws, and caused by an assault arising out of and in the course of his employment, he shall be paid his full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any workmen's compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his duties; and, in the event that there is no adjudication in the appropriate workmen's compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.
- j. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.
- 30. Special Education teachers whose children will take part in water therapy classes will not be required to dress in a bathing suit for the swim therapy period.
- 31. Teachers shall supply to substitutes procured by the administration the following material as appropriate to the particular situation in each school:
 - a. An up-to-date seating chart or arrangement for each class.
 - b. A current lesson plan for each class relating to the unit study presently under assignment to pupils.
 - c. A copy of textbook(s) and necessary related teaching materials required for successful conduct of the lesson.
 - d. A set of instructions for the substitute.
 - e. The names of students in each class who might be called upon for assistance.
 - f. The teacher's daily schedule.
 - g. Organization of any specialized groupings within classes or levels.
- 32. All professional members shall satisfactorily complete all items on their annual clearance form prior to receiving their final paycheck for the school year.

33. Assignments of Teachers

- a. Teachers initially joining the Woodbridge Township School District shall receive their school building(s) assignment from the Superintendent's Office.
- b. Teachers already in the system shall receive notification of their assignments in writing for the ensuing school year not later than June 15th of the current school year.

- c. Teachers shall be notified in writing immediately of any changes on their programs and schedules for the ensuing school year not later than June 15th of the current school year, including the schools to which they will be assigned the grades and/or subjects that they will teach and any special or unusual classes or assignments that they will have. In the event of a change in circumstances or conditions during the months of June through August by resignations, death, promotion, and leaves of absence, such assignments may be changed as required to meet the situation and in the best interests of the instructional program. Persons affected shall be notified in writing immediately.
- d. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned except in accordance with the regulations of the State Education Department to subjects and/or other classes outside the scope of their teaching certificates.
- 34. It is agreed that at least two (2) of the eight (8) presently allocated elementary parent conference days (which are held in the afternoons after a 1:00 P.M. student dismissal) shall be scheduled from 7:00 P.M. to 9:00 P.M. in the evenings, and that the other scheduled conference days will be held from 1:30 P.M. to 3:30 P.M.
- 35. In order to expand elective opportunities for students of the senior high schools and to make available such classroom facilities, an eight period day shall be established at all high schools. A study committee consisting of three (3) administrators and three (5) Union representatives shall cooperatively develop the new senior high schedule for the three buildings and recommend to the Superintendent and thence to the Board for approval, prior to implementation by July 1, 1970.
- 36. Junior high school teachers shall be on duty at their assigned stations at 8:40 A.M. The daily program shall be developed in each school by the administration and the liaison committee based upon the facilities and conditions existing in each school. The last class shall terminate at 3:30 P.M. No programmed class or homeroom shall be scheduled after this time. Wherever the local situation indicates that a daily schedule of 8:30 A.M. to 3:20 P.M. would be in the best interest of the school system, the Superintendent may grant special permission to institute such a schedule.

ARTICLE IV

EDUCATIONAL IMPROVEMENT

- 1. A non-tenure teacher who is not granted a contract may request a meeting with the Superintendent who shall arrange such a meeting with the teacher within ten school days after the receipt of such a request. The teacher shall be shown any rating forms that have been completed by the administration. If he so chooses, he may be accompanied by a representative of the Union.
- The elementary school teachers shall be supported by specialists so that art, music, and physical education are taught by specialized personnel.

- 3. Departmentalized teachers shall not be required to teach more than three consecutive classes without either a lunch break or a preparation period with the exception of teachers of home economics, industrial arts, laboratory sciences, and art.
- 4. Official teacher files shall be maintained in accordance with the following procedures:
 - a. No material related to a teacher's conduct, service, character, or personality shall be placed in files unless it is signed by the person submitting the information. The teacher shall be given the opportunity to acknowledge that he has read such material by affixing his signature on the actual copy to be filed with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. A teacher's refusal to sign will be noted by an administrator and a witness.
 - b. The teacher shall have the right to answer any material filed and his answer shall be attached to the file copy.
 - c. A teacher shall be permitted to examine his files. The teacher shall indicate in writing to be placed in his files, that he has examined the same.
 - d. Only those personnel who have an official right and reason for doing so may inspect a teacher's files.
 - e. Administrators shall continue to place in teacher's files information of a positive nature indicating competencies, achievements, performances, or contributions of an academic, professional or civic nature. Any such material received from concerned, responsible outside sources shall also be included in the teachers' files.

5. Supervisory Programs and Teacher Evaluation

- a. Supervision for the Improvement of Instruction
 - (1) The basic philosophy underlying teacher evaluation is to improve instruction and the learning opportunities for all students in the Woodbridge Township School District. With an effective and positive program of supervision, teachers, with the help of administrators should be able to reach their maximum potential at a much earlier date than when left to learn by trial and error alone.
 - (2) The supervisory program of the Woodbridge Township School District shall consist of five (5) phases:
 - (a) Classroom visitation, observation and lesson application.
 - (b) Follow-up conference with teacher and observer.
 - (c) Annual evaluation report (non-tenure staff) or annual evaluation report (tenure staff).
 - (d) Tenure recommendation to Superintendent of Schools.

(e) Tenure recommendation by Superintendent of Schools to the Board of Education.

b. Classroom Visitation, Observation and Lesson Application

- (1) It shall be the administrative procedure that all teachers be visited and observed both by a subject-matter specialist and an administrator wherever available. Follow-up conferences shall be held with the teacher by the observer as soon as possible but in any event, no later than three (3) school days, after each visit. As a result of each visit and conference the observer shall complete a report on the approved District form. This form is to be developed by a committee composed of Administrators and teachers (teachers to be approved by the bargaining agent) and implemented by September 1, 1970. The observer is to submit one form to the teacher observed, placing one copy on file in the teacher's personnel file in the principal's office, submitting a third copy to the subject-matter specialist and a fourth copy to the Assistant Superintendent for Personnel for the Teacher's District Personnel File. The teacher may submit a self-evaluation for each observation on a form identical to that used by the observer prior to the follow-up conference. This self-evaluation shall be attached to the official observation form and shall be placed in the teacher's District Personnel File.
- (2) Non-tenure teachers are to be visited at least three (3) times each year (one observation shall be by invitation, one by notification, and one unannounced) by a subject specialist, either department chairman, subject supervisor or subject coordinator (where available), an administrator either Directors, Assistant Superintendent and Superintendent, building Principal or the Assistant Principal. Tenure teachers should be visited at least once each year by a representative of both the subject-matter specialist (where available) and the administration. These reports of the observations and conferences for nontenure teachers and for tenure teachers shall be used as a basis for the annual evaluation reports to be made by the building principal.
- (3) At least three of the observation of non-tenured teachers used for evaluation of instruction purposes shall be for a full class period or major portion thereof. Subject matter specialist and administrators should plan periodic visits and conferences so as not to cause multi-observations with any staff member within the last few weeks prior to the deadline for evaluations. Teachers need assistance throughout the school year, not only in December and March.

c. Follow-Up Conference

(1) Conferences might relate to the lesson observed in the areas such as: varied techniques of instruction; varied activities utilized; depth of lesson plans and their execution; organization and management of the class and classroom; full utilization of class time; degree of maximum pupil participation, classroom atmosphere; motivating techniques; maximum use of equipment, supplies and materials and other instructional techniques as they might relate to specific subject areas. Observers should be prepared to offer constructive suggestions for improved teaching techniques; for new or varied resource materials; for class organization; for improved lesson planning, for meeting the needs of individuals as well as the group; and for the proper implementation

- (6) Classroom supervision shall be regarded by all parties concerned as a means to assist in improving instruction, not as a means to harrass the parties being observed and evaluated.
- (7) All supervisors and administrators, directly or indirectly responsible for the supervision of a teacher, shall have the right to visit class-rooms or other activities under the teacher's jurisdiction at any time.

6. Teacher Aides

- a. In order to permit teachers to maintain professional competency and efficiency the Board will continue to relieve teachers of non-professional chores and duties in such areas as lunchroom, media and library clerical duties, and graphic arts clerical duties. Elementary teachers shall not be required to perform lunchroom or play ground duty.
- 7. Late buses shall leave each secondary school at least one hour after dismissal so that students may have a better opportunity to utilize the school library, and to allow greater participation in extra-curricular and athletic activities.
- 8. Members of the Faculty Liaison Committee in each school shall be nominated in an open meeting of the faculty each September. A ballot shall be prepared by a member of the clerical staff under the joint supervision of the principal and and a representative of the Union. Within one week after nomination, a secret ballot election shall be conducted under the joint supervision of the principal and a representative of the Union. The Liaison Committee shall consist of not less than three or more than eight members of the teaching staff in each school. The Superintendent of Schools shall be sent copies of the minutes of the meetings from each building.
- 9. The block of time method of scheduling junior high school English classes shall be eliminated.
- 10. Science shall be taught on a full-year basis in the junior high schools.
- 11. The Board of Education shall provide vocal music instruction for special education classes at the elementary school level.
- 12. The teachers shall be responsible for issuing and the wearing of district safety glasses by students and advising all adults who may enter their shops or laboratories that safety glasses are required.
- 13. Classroom interruptions are to be permitted only in the case of emergency or when no other reasonable alternative is possible. Problems caused by classroom interruptions both by teachers and administrators should be discussed at each building level and effective practices established to overcome said problem.

14. Textbooks

- a. Each pupil shall be provided with one (1) copy of at least one (1) textbook for each class subject where such books are prescribed by the Board of Education.
- b. Each teacher shall be provided with two (2) copies of all basic textbooks and/or teachers' manuals for each different teaching assignment.

- c. All textbooks (more than ten (10) copies for any basic subject) shall be adopted by the Board of Education, as prescribed by law, after a representative teachers' committee has reviewed at least three (3) available and suitable texts for the specific subject, and submitted their recommendations to the Superintendent of Schools for recommendation to the Board of Education. The administration shall provide the necessary forms and procedures to assist with any textbook adoption. All textbook adoption committee work shall not interfere with any assignments or duties of staff. Recommendation should be presented to the Superintendent of Schools with copies of the textbooks no later than May 1st of each school year if the adopted textbook is expected to be available by September 1st of the school year.
- d. Textbooks for all levels and all grades should not be collected prior to three (3) days before the end of the school year nor before the last final examination from any subject or curriculum experience area.
- e. Pilot projects should be encouraged. However, funds for the initial and/or the continuation of the program should be taken from a pilot project section of the general textbook account. Funds for the pilot projects should be in addition to the regular school allotment for textbooks.
- 15. The Board will agree to purchase audiometers over a three (3) year period; one (1) for each secondary school, six (6) for elementary schools and one (1) for speech therapist a total of fifteen (15) or (5) each year for three (3) years.
- 16. An illuminated Eye Chart shall be provided for each school.

17. Curriculum Workshops

- a. Currciulum workshops shall be established by the Administration for the purpose of continual improvement of the instructional program.
- b. Teachers shall be selected by the Superintendent of Schools, and/or his designee, for all workshops, based upon their recognized skills and areas of assignment as well as the need for developing a balanced team for the project.
- c. Workshops may be held on Saturdays, in summer months or during scheduled recess holidays.
- d. A workshop may be scheduled during the regular school day, providing the specific situation warrants it, and the Superintendent of Schools recommends it to the Board of Education, which must give final approval.
- e. It shall not be mandatory for a teacher to accept a position in a workshop.
- f. Teachers shall be compensated at the rate of \$6.00 per hour for all Board approved workshop time in the 1970-71 school year and \$7.00 per hour for the 1971-72 school year, when scheduled on other than regular school time.

18. Professional Growth

a. Every certificated employee who enters the system after July 1, 1970 with a Bachelor's degree shall earn the Master's Degree during the first seven (7) years of regular continuous employment in the system, and this degree shall be earned in the subject matter of his field of major teaching or other major assignment.

- b. Upon receiving the earned Master's degree each teacher will be granted an additional \$500 for one year only. Teachers employed prior to July 1st, 1970 and who are certified by the New Jersey Department of Education shall not be required to obtain an earned Master's degree after May 1st, 1970, but shall be eligible for the additional \$500 for one year, if the degree is obtained after May 1, 1970.
- c. Teachers are encouraged to join professional organizations of their choice.
- d. The maximum allowance for tuition reimbursement shall be \$275 for the 1970-71 school year and \$300 for the 1971-72 school year.
- e. Teachers, employed after July 1, 1970 shall give evidence of professional growth through the successful completion of any of the following:
 - (1) District sponsored in-service courses
 - (2) District sponsored curriculum workshops (for which no compensation is granted)
 - (3) Approved college courses
 - (4) Approved summer travel
 - (5) Approved professional writings, not required for course requirements of participation in workshops noted above.
 - (6) Other professional growth activities which would enrich the teacher's assignment or the professional problem of the district, enable grade sponsored in-service courses upon approval of the activities by the Superintendent of Schools or his designee.
- f. For all new employees as of July 1, 1970 a minimum of six (6) approved credits shall be required for every five year period of continuous service to the District, in order to advance beyond step 7 or any steps thereafter, on any adopted salary schedule.
- g. In-service education is to be defined as any approved professional study, travel, course of study, curriculum, workshop, lectures or committee work in/or sponsored by the Woodbridge Township School District which will contribute to the improvement of the assignment in which the professional personnel are involved. Such courses are intended for the improvement of the educational program in the District, and, therefore, the best qualified instructors obtainable both in the District and from outside agencies will be sought.
- h. Professional staff members with provisional and/or permanent certification may apply toward salary schedule credit approved District-sponsored inservice courses which do not offer college or university credit. Staff members with a Bachelor's degree and certification may apply such credits toward the Bachelor's degree plus 32 hours. Those with a Master's Degree and certification may apply such credits toward the Master's plus 32 hours salary schedule. In order to receive salary schedule credit, the professional staff member must have successfully completed the course, have attended at least 80% of the total sessions and have demonstrated satisfactory growth through participation and contributions to the course.

- i. All work for salary credit shall be classified in one of two ways:
 - Professional courses in the field of education, not to exceed onethird of total credits earned (12 credits maximum).
 - (2) Content courses in the field to be taught or a related field, not to exceed two-thirds of total credits earned (20 credits maximum).

j. Schedule of Maximum Credits for Approval In-Service Credit:

- (1) Planned In-Service Courses:
 - (a) Five (5) two-hour sessions 1 credit (b) Ten (10) two-hour sessions 2 credits
 - (c) Fifteen (15) two-hour sessions 3 credits
- (2) Curriculum Study Committees:
 - (a) Ten (10) two-hour sessions 1 credit
 - (b) Twenty (20) two-hour sessions 2 credits
- (3) Purposeful Summer Travel:
 - (a) Three (3) consecutive weeks 1 credit
 - (b) Six (6) consecutive weeks 2 credits
 - (c) Nine (9) consecutive weeks 3 credits

All curriculum and professional study committees must be approved by the Superintendent of Schools prior to their organization before authorization of in-service credit may be considered. Meetings of supervisors, coordinators, department or building faculties shall be considered as part of the duties and responsibilities of the professional staff member.

Since professional staff members will pay no tuition for such District sponsored courses, and since they may not be classified as graduate courses, such salary credit will be allowed toward total credits required in moving from one salary schedule to another.

When the local staff member is involved as instructor or coordinator, he will be compensated under the schedule shown below:

Instructor \$ 30.00 per session

Coordinator \$ 15.00 per session

ARTICLE V

GRIEVANCE PROCEDURE

Grievances arising out of the provisions of this Agreement shall be governed by the following:

1. A grievance shall mean a complaint by any employee (A) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this agreement between the Federation and the Board of Education or (B) that insofar as matters covered by the agreement he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply (1) to any matter as to which the Board of Education is without authority to act, or (2) to the complaint of a non-tenure teacher or a non-tenure appointment of a tenured teacher, which arises by reason of his not being re-employed or reappointed to the non-tenure position.

As used in this article, the term "employee" shall also mean a group of employees having the same grievance, or the Union. A grievance to be considered under this procedure must be initiated by the employee within 30 calendar days of its known occurrence.

- A teacher with a grievance shall first discuss it with his immediate superior either directly or through the Union's designated representative with the objective of resolving the matter informally.
- 3. If the teacher submitting the grievance is not satisfied with the disposition of his grievance, after having discussed it with his immediate superior or if no decision has been rendered within five school days after presentation of the grievance, he may file the grievance in writing with the Union. The Union may submit the grievance within five school days to the Superintendent of Schools.
- 4. If the person submitting the grievance is not satisfied with the disposition of his grievance by the Superintendent or if no decision has been rendered within ten school days after the grievance was delivered to the Superintendent, he may request in writing that the Union submit the grievance within 15 school days to the Board of Education. The Board or a committee thereof shall review the grievance and shall hold a hearing with the employee and render a decision in writing within 15 calendar days of receipt of the grievance by the Board or the date of the hearing with the employee whichever comes later. If the teacher submitting the grievance is not satisfied with the decision of the Board, the teacher may request in writing that the Union submit the grievance to arbitration.
- 5. Binding arbitration shall take place when requested after action by the Board of Education. The following procedure will be used to secure the services of an arbitrator:
 - a. Either party may request the American Arbitration Association in accordance with its rules to submit a list of persons qualified to function as an arbitrator in the dispute in question.

- b. Either party may request a second list of arbitrators if the first list is unsatisfactory to it. In the event that no arbitrator is selected from the second list, the American Arbitration Association shall designate an arbitrator in accordance with its rules. The parties will arrange to have arbitration meetings held at times which will not interfere with normal operation of the schools whenever possible.
- 6. The arbitrator shall limit his recommendations strictly to the application and interpretation of the provisions of this agreement and he shall be without power or authority to make recommendations contrary to or inconsistent with the terms of the Agreement or of applicable law, rules or regulation having the force and effect of law.
- 7. The recommendation of the arbitrator shall be binding. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitrator's hearings.
- 8. The arbitrator's fee shall be shared equally by the parties to the dispute.
- 9. The Board agrees that it will apply to all substantially similar situations the decision of the arbitrator, which it has accepted sustaining a grievance which is substantially similar to a grievance denied by the decision of the arbitrator
- 10. Any aggrieved person may be represented at all levels of the grievance procedure by himself or at his option by a representative selected or approved by the Union. When a teacher is not represented by the Union, the Union shall have the opportunity to be present at its option and may state its views at all stages of the grievance procedure.
- 11. A notice of hearing at each step and a copy of the written decision at each step shall be mailed to the administrators involved and to the Union. Whenever the Union appears with an aggrieved employee, at the same time and in the same manner, a copy of the said notice or decision is required to be sent to the aggrieved employee.
- 12. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall an employee be placed in jeopardy or be the subject to reprisal or discrimination for having followed this grievance procedure.
- 13. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings are during school hours all employees who are present at the hearing shall be excused with pay for that purpose.
- 14. The Union accepts the responsibility to see that its members adhere to the procedure if they feel that policy has been misinterpreted; misapplied, or not followed. The Board accepts a similar responsibility to see that administrators do not misinterpret, misapply, or neglect to follow policy.

ARTICLE VI

RIGHTS, RESPONSIBILITIES, AND DUTIES

OF THE BOARD AND THE UNION

The Board agrees to allow a designated, regular staff member of the Federation or an off-duty teacher representative of the Federation to visit the schools on Union matters. Upon the representative's arrival, the principal or in his absence the acting administrator shall confer with the Federation representative in order to facilitate the purpose of his visit. If conferences with teachers are necessary, they shall be scheduled so as not to interfere with the instructional program.

2. Teacher-Administrative Public Relations Program

- a. All teachers and the Woodbridge Township Federation of Teachers (Union) shall participate in the development and operations of a positive and consistent public relations program which would provide year round favorable publicity regarding the District's accomplishments and remaining problems.
- b. A committee shall be established, consisting of the Assistant Superintendent of Personnel, an elementary principal, a secondary principal, Coordinator of Community Relations, a District Supervisor, and five representatives from the Woodbridge Township Federation of Teachers for the purpose of recognizing District accomplishments and staff or individual staff member's accomplishments and for recommending media releases on same. The Coordinator of Community Relations shall be responsible for the preparation and formal distribution of all releases.
- c. It shall be understood that other media releases may be released by the Administration and by the Union without the guidance or recommendations of the Public Relations Committee.
- 3. Pursuant to Chapter 303, Public Laws 1968 State of New Jersey the Board hereby agrees that all teachers shall have the right to join with and support the Union for the purpose of engaging in collective negotiations on matters pertaining to conditions of employment with the Board of Education.
- 4. Nothing contained in this agreement shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey Statutes or regulations of the Commissioner of Education or applicable laws and regulations.
- 5. The Board agrees to not discriminate against any teacher on the basis of race, creed, color, national origin, sex, or marital status, or membership in or association with the activities of the Woodbridge Federation of Teachers, Local #822.
- 6. The Union agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status, or membership in any other professional organization.
- 7. The Union shall be given a place on the agenda of the building teachers meetings upon prior request for brief reports and announcements.
- 8. Union officers may schedule regular and special meetings in the school buildings at such times as mutually agreed upon by the officers of the Union and the administration. The principal of the building will assign the area to be used

and approve the date and time. Permission shall not be arbitrarily withheld.

- 9. Each School Building will have a designated bulletin board for the posting of Union notices. The Board of Education grants to recognized teacher organizations, or employee groups, the privilege of using office bulletin boards and mail boxes for material pertaining to the activities of the organization.
- 10. The Board of Education recognizes the right of teachers to belong to teacher organizations of their choice, or not to belong to any organization.
- 11. The Board of Education does not condone direct or indirect pressure on school personnel to join any teacher organizations.
- 12. The Board of Education encourages the use of school facilities for the promotion of teacher welfare by recognized teacher organizations or employee groups, as long as it does not interfere with the educational program, and that the rules of the Board of Education for the use of school buildings are enforced.
- 13. The union agrees and recognizes that the Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this Agreement.

ARTICLE VII

TRANSFER POLICY

- 1. A list of all anticipated vacancies for each new school year shall be posted in each school and in the administration building on or before May 1st of the preceding school year. Revised, up-to-date lists shall be posted on the first of each succeeding month until the new school year begins.
- Requests for transfer shall be submitted by May 15th of each school year to the Superintendent of Schools, stating the reasons for the request.
- 3. The request for transfer shall list up to, but not more than, three choices of schools in order of preference to which the transfer is requested. Preference for grades and subjects may be indicated.
- 4. In making transfers, the relative length of service of the teachers requesting transfers shall be given weight.
- 5. Whenever a new school is opened, the number of vacancies in each classification shall be posted in all schools. Teachers desiring to transfer to the new school shall request transfer in the manner herein prescribed.
- 6. Transfers to another building because of decreased pupil enrollment shall be based on volunteers to the extent administratively feasible. If there are not enough volunteers, the relative seniority of teachers shall be a factor in determining who is to be transferred.

- 7. Teachers transferred because of decreased pupil enrollment shall have the right to return to their original school, if there are vacancies in the reverse order to that in which they were transferred out, provided their request for such transfer is made within one year from the original date of transfer.
- Guidance counselors shall have the same transfer procedures and rights as teachers. All guidance counselors shall be notified of vacancies as they occur or are created.
- 9. On the posting and bidding of job openings for jobs covered by this agreement, the Board of Education shall stipulate the date on which the appointments will be made.

10. Transfer of Teachers

- a. A teacher may be transferred only under one of the following conditions:
 - (1) Personal preference of the teacher.
 - (2) Enrollment changes causing increase or reduction of teaching positions.
 - (3) Staffing of new schools.
 - (4) In case of an experimental program, in which a faculty member does not wish to participate, an involuntary transfer may be expedited in deference to the majority of the faculty, who are taking part in the experimental school program.



ARTICLE VIII

SALARIES, FRINGE BENEFITS, AND RATES OF PAY

- Custodians of student and athletic funds in the senior high schools shall receive \$1,000 per year.
- 2. Elementary teachers may be delegated the additional duty of safety patrol supervisor or student council advisor with their consent, for the additional salary of \$100 per year, payable on June 15th.
- 3. The salary guide shall be implemented in accordance with Exhibit Number 1.
- 4. The Coaches' Salary Guide shall be implemented in accordance with the rules specified in Exhibit Number 2.
- Coaches shall be paid no later than the second pay period after the conclusion of the season.
- 6. Extra-curricular activities salary schedule shall be implemented in accordance with Exhibit Number 3.
- 7. Advisors of Extra-curricular Activities shall be paid on January 15th and June 15th as follows:
 - a. First semester activities January 15th
 - b. Second semester activities June 15th
 - c. Full-year activities one-half pay on January 15th and one-half pay on June 15th.

- 8. Teachers in the junior and senior high schools shall be paid at the rate of \$5.00 per preparation period for the coverage of classes of any absent teacher for whom a substitute teacher could not be obtained.
- 9. The teachers at the elementary level shall be paid at the rate of \$3.34 per pre-paration period for the coverage of classes of an absent teacher for whom a substitute teacher could not be obtained.
- 10. Teachers of Industrial Arts, and teachers of mentally and physically handicapped pupils, (other than Bedside teachers), Speech teachers, Remedial Reading teachers, and the Learning Disability Specialists, shall be paid \$400 above the scale and their maximums exceed the scale maximums by \$400.
- 11. Full-time guidance counselors shall receive \$700 above scale. Guidance personnel shall report the first day of the full week beginning on the Monday prior to Labor Day, and shall remain on duty until June 30th of each school year.
- 12. Classroom teachers who are assigned to after-school bedside instruction shall be paid at the rate of \$7.00 per hour. This rate shall also apply to after-school driver education instruction.
- 13. When Board supplied transportation is not available and where no other provisions for payment are stipulated, all school personnel who are required to use their own automobiles for school business, and have received prior approval, shall be compensated at the rate of 10¢ per mile.
- 14. Arrangements shall be made for teachers on the salary escrow plan to receive interest on money withheld, provided said plan is approved by the State Department of Education.
- 15. If legal authority for it is specifically enacted during the terms of the agreement, teachers, upon retirement shall be granted continuation of medical insurance at the rate of one year for every 10 days of accumulated sick leave.
- 16. Those salaries provided in the Extra-Curricular Salary Guide shall apply to nurses as well as teachers.
- 17. The Board shall make provision for payroll deduction of income protection insurance premiums for the Teachers Protective Mutual Insurance Company, or other such company as may be designated by the Union.
- 18. School social workers shall be paid according to the teacher's salary guide plus an additional \$500.
- School psychologists shall be paid according to the teacher's salary guide plus an additional 25%.
- 20. A service maximum exceeding the normal maximum by \$600 is established for teachers on completion of twenty consecutive years of teaching in the schools of Woodbridge Township. The service increment shall be \$300 in the twenty-first and twenty-second years.
- 21. To be eligible for an annual increment, a teacher must have been employed a minimum of ninety (90) school days in the preceding school year.

- 22. Teachers with twenty (20) consecutive years of service in the schools of Woodbridge Township contemplating retirement for service within five years under 18A:66-43* of the Revised Statutas of New Jersey (minimum age 60 years) shall, after submitting written notice to that effect to the Board of Education be placed on the service maximum at the beginning of the following school year.
- 23. All new applicants are to be allowed credit for prior teaching experience up to thirteen years.

24. Insurance Protection

- a. The Board agrees to provide all employees covered by this agreement and their dependents full Medical-Surgical, Hospitalization and Major-Medical Insurance.
- b. A joint committee of Board and Federation representatives shall study the relative costs and benefits of the present medical insurance and any other insurance coverage deemed preferable by the Federation. If any agreement between the parties emerges, it will be implemented as soon as possible. If, however, the parties are unable to agree in their evaluation of different policies, an independent consultant will be jointly selected and retain to study the plans submitted to him and to file a report and recommendation with the parties. In evaluating various plans, it is agreed that where total costs are the same, the benefits preferred by the Federation will be given weight in the selection of the policy purchased by the Board.

ARTICLE IX

1. STUDENT PAPERS AND ASSIGNMENTS

- a. It is recognized that any assignment given to a pupil by a teacher is meaningful and closely related to learning. Therefore, all such assignments shall be evaluated and those collected shall be returned to pupils within a reasonable time. Teachers shall be expected to use the prescribed District marking system and substantiate all given grades.
- b. Teachers recognize that lesson plans are organized for individual groups within any school year, and that meaningful lesson plans should vary in relation to the changing needs of changing groups of pupils each year.

2. LESSON PLANS

a. In order to define more clearly the preparation and use of lesson plans, a committee composed of an equal number of administrators and Union representatives shall meet, study and make recommendations for final resolution by and between the Board and the Union.

ARTICLE X

ADMINISTRATIVE COMPLAINT PROCEDURE

1. Definitions:

a. Employer - The Board of Education, Woodbridge Township School District, Woodbridge, New Jersey.

- b. Employees Any person directly employed and compensated by the Board of Education as a certified teacher as defined by the Commissioner of Education of the State of New Jersey and covered under this agreement.
- c. Union The Woodbridge Township Federation of Teachers.
- d. "Complaint" Shall mean any claimed violation, misinterpretation or inequitable application of negotiated contractual obligations by an employee against the employer, or his representatives, which relate to or involve the employer's rightful expectations of professionalism and obligations of this contract as agreed upon by the Union and the Board of Education of the Woodbridge Township School District.

2. Procedures:

a. Informal: Stage I

- (1) The principal and/or supervisor shall informally and orally confer with a teacher who violates any section of this agreement in order to clarify or interpret any misunderstanding on the part of the teacher of his contractual obligations and for the sole purpose of providing full knowledge of the expectations and necessary professionalism, as agreed upon in this contract.
- (2) The principal and/or supervisor may file a formal complaint to the Union's Executive Committee (or any Union Committee so established), indicating the violation of contract and requesting such Committee to meet with the teacher and to make every effort to resolve the complaint in the best interests of the profession, the teacher and administration of the school, and the instructional program. The Committee shall submit a written report to the principal and/or supervisor, regarding the results of the teacher conference. The Committee may confer with the principal and/or supervisor if desired by any party. If the principal and/or supervisor is not satisfied with the results of the conference and its report, and/or if further violations of the contract occur, he shall enter into Stage II within five (5) days after receiving the Committee's report.

b. Stage II

(1) The principal and/or supervisor shall confer with the teacher in the presence of the Union Representative(s) and the Assistant Superintendent for Personnel for the purpose of presenting formally the "Administrative Complaint" of violation of contract by the teacher. Every effort shall be made by the parties assembled to resolve the complaint and to guarantee to the principal and/or supervisor that further violations of the contract will not occur. The principal and/or supervisor shall determine that a record of the conference and its agreement shall be filed in the Teacher's Personnel Record File with a copy submitted to the teacher. If the principal and/or supervisor does not feel that the complaint has been satisfactorily resolved, he may initiate action to implement Stage III.

c. Stage III

- (1) The principal and/or supervisor shall file his complaint in writing to the Superintendent of Schools within five (5) work days after the conference. This document shall state the nature of the complaint, the historical background of the complaint, evidence supporting the complaint, action taken thus far to resolve the complaint, the reasons for dissatisfaction with the results of the conference during Stage I and Stage II and between such stages, and the names of the Committee involved in Stage II. The teacher will furnish the Superintendent a written resume of the procedures at the previous stages and his reasoning and evidence supporting his position. Within five (5) working days after the receipt of the resume, the Superintendent will study both resumes and may assemble the Committee of Stage II and/or confer with the teacher involved. If it is the judgment of the Superintendent that the violation of contract did occur, he shall summon the teacher and present the proper reprimand to the teacher and file a copy of the reprimand in the Teacher's Personnel File. A copy shall also be submitted to the teacher.
- (2) If the Superintendent deems that the violation of contract is a major violation of professionalism or expected obligations of the contract, he may submit formal charges, inform the teacher of his intent and present it to the Board of Education for a proper hearing, as provided by Law.

3. Other Complaints Against a Teacher's Performance

a. Any complaints regarding a teacher's performance of duties made to any member of the Administration by any parent, student or other person shall be promptly called to the attention of the teacher by the administrator. The teacher shall have the right to clarify and substantiate his position whenever he feels the matter is not justified. The results of such a conference may be placed in the teacher's District Personnel File by the administrator with a copy forwarded to the teacher. The teacher may place a written reply in his District Personnel File.

4. Final Disposition

- a. No record of these procedures shall appear in a teacher's personnel file until after final disposition.
- b. If the final disposition favors the teacher, no reference to the complaint shall appear in his personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall an employee be placed in jeopardy or be the subject to reprisal or discrimination for having been a subject of administrative complaint.
- c. If a teacher feels aggrieved regarding any actions or results of the above, he may submit a formal grievance as set forth in this agreement.

ARTICLE XI

- 1. A District Committee of equal representation from the Union and Administration shall be set up by March 31, 1970 to develop a new Teachers Handbook. During this development, due consideration will be given to the previously submitted Board proposal on "Basic Teacher Responsibilities and Necessary Duties".
- The Teachers Handbook as developed by this committee shall be accepted by the Board and the Union and shall become effective as of July 1, 1970.

EXHIBIT NO. 1

BASIC SALARY GUIDE

Years' Experience	1970-71	1971-72
0	\$ 7,600	\$ 8,200
1	7,900	8,500
2	8,200	8,800
3	8,500	9,200
4	8,800	9,600
2 3 4 5 6 7 8 9	9,100	10,000
6	9,500	10,400
7	9,900	10,800
8	10,300	11,200
9	10 ,70 0	11,600
10	11,100	12,000
11	11,500	12,500
12	12,000	13,000
*21	*12 , 300	*13,300
*22	*12,600	*13,600

Additional Pay for Post Graduate Study

		1970-7	1				1971	1-72
BA - BS	+	16		\$200	Same	8.8	for	1970-71
	+	32	=	\$400				
Masters	De	gree	=	\$600				
	+	16	=	\$800				
	+	32	=	\$1,000				
PHD			=	\$1,500				

 Service maximum to be paid after teaching for twenty consecutive years in the Woodbridge Township school system.

EXHIBIT NO. 2

COACHES PAY SCALE

		1	2	3	4
Football Head	7	750	1100	1250	1400
Assistant (4)	1	+50	575	700	825
Basketball Head	7	750	900	1050	1200
Assistant (2)	ì	100	500	600	700
Cross Country Head	L	100	450	500	550
Assistant	2	250	300	350	400
Soccer Head	ϵ	600	675	750	825
Assistant	3	300	375	450	525
Wrestling Head	ϵ	550	750	850	950
Assistant	į	100	475	550	625
Winter Track Head	6	500	675	750	825
Assistant (2)	1	100	450	500	550
Spring Track Head	ϵ	550	750	850	950
Assistant (3)	i	100	475	550	625
Baseball Head		500	725	850	950
Assistant (2)	l	100	475	550	625
Tennis (Boys) Head	3	350	400	450	500
Tennis (Girls) Head	3	3CO	350	400	450
Golf	3	350	400	450	500
Archery	Į.	+50	525	600	675
	JUNIOR HIGH S	SCHOO!	L COACHES		
		1	2	3	4
Football	Į	+75	535	600	700
Assistant	3	305	360	425	500
Basketball		+35	490	550	650
Baseball		+35	490	550	650

RULES FOR PLACEMENT ON THE GUIDE

A. SENIOR HIGH SCHOOL COACHES

- 1. Any coach with five years' experience or more 4th step on the guide.
- 2. Coach with three or four years' experience 3rd step on the guide.
- 3. Coach with one or two years' experience 2nd step on the guide.
- 4. New coach with no experience 1st step on the guide.
- 5. Coaches new to the system will be placed on the scale in a position relative to past experience and comparable to local coaches.
- 6. Assistant coaches who are promoted to head coach in the same sport shall be placed on the appropriate step in the head coaches' salary lane which shall reflect an increase in salary over the succeeding year's salary as an assistant.

B. JUNIOR HIGH SCHOOL COACHES

- 1. Any coach with five years' experience 4th step on the guide.
- 2. Coach with three or four years' experience 3rd step on the guide.
- Coach with one or two years' experience 2nd step on the guide.
- 4. New coach with no experience 1st step on the guide.
- 5. Coaches new to the system will be placed on the scale in a position relative to past experience and comparable to local coaches.
- 6. Assistant coaches who are promoted to head coach in the same sport shall be placed on the appropriate step in the head coaches' salary lane which shall reflect an increase in salary over the succeeding year's salary as an assistant.
- C. All coaching assignments of personnel shall be made to the Assistant Superintendent of Schools for Personnel upon the recommendation of the principal and the athletic director of the individual school. These shall be approved and referred to the Board of Education for final approval.

EXHIBIT NO. 3

EXTRA CURRICULAR ACTIVITIES SALARY SCHEDULE

1. Senior High Schools

Band	\$500	Student Council Assistant	\$200
Student Council	450	Twirlers	220
Yearbook	450	Art Services	220
Newspaper	400	National Honor Society	175
Forensics	375	Junior Class	175
Literary Magazine	350	Cheerleaders Assistant	175
Glee Club	350	Twirlers Assistant	165
Senior Play	300	Senior Prom	135
Senior Class	300	Sophomore Class	125
Forensics Assistant	275	Senior Prom Assistant	100
Yearbook Assistant	250	Senior Semi-Formal	75
Cheerleaders	250	Senior Semi-Formal Asst.	50

2. Junior High Schools

Student Council	\$300	Newspaper	\$150
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- 3. An additional \$3,300 shall be distributed for the 1970-71 school year as follows:
 - a. Each senior high school shall have the sum of \$600.
 - b. Each junior high school shall have the sum of \$300.

- c. In each secondary school, a committee of five persons shall recommend how these funds shall be apportioned in that school, and shall submit these recommendations, with a schedule of payments to the Superintendent of Schools who shall make a final recommendation to the Board of Education, no later than April 15th of each year.
- d. Each school's committee shall consist of the principal and four faculty members. The faculty members shall be elected in September of this and subsequent years by a secret ballot under the joint supervision of the principal and a representative of the Union.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- The Board will provide clerical assistance for necessary payroll deductions for a voluntary program of tax sheltered annuities for all teachers desiring to participate.
- Any teacher who is required to cover a class that requires compensation for that teacher, will receive confirmation of this request in written form.
- The Board and the Union agree to protect the integrity of this agreement to the fullest extent permitted by law.
- 4. If any portion of this Agreement is, or shall at any time, be contrary to law then such provision shall not be applicable or performed or enforced, except to the extent permitted by the law, and any substitute actions shall be subject to appropriate consultations and negotiations with the Federation.
- 5. In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this agreement will continue in effect.
- 6. 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 thereon, all on the day and year first above written.

WOODBRIDGE TOWNSHIP FEDERATION OF TEACHERS LOCAL #822, AMERICAN FEDERATION OF TEACHERS AFL-CIO

BY	(President)
ВУ	(Secretary)
BOARD OF EDUCATI	ON, TOWNSHIP OF WOODBRIDGE, NEW JERSEY
BX	(President)
BY	(Secretary)

GENERAL STATEMENT

The following General Statement Joint Study Committee items are hereby appended to the contract as a declaration of intentions of the Board to include these items in the School Budget for 1970-71. In the event it should become necessary to establish priorities for the delineation of line items necessitated by a mandatory budget cut, the Board affirms that it shall meet with the Union to discuss which items may be considered priorities.

JOINT STUDY #3, 7, 33

The recommendation of the Joint Study Committee regarding the "Media Center-Instructional Materials" concept is accepted by the Board of Education. A Media Coordinator has been appointed already. In addition, the proposed budget includes 8 media aides, 2 graphic arts aides, 6 elementary librarians and additional clerks to provide full time library clerks in the Junior High Schools.

JOINT STUDY #5

The recommendation of the Joint Study Committee for additional personnel in the Special Services program has been recognized by the Board by the inclusion of one additional learning disabilities consultant and one additional psychologist in the proposed budget.

JOINT STUDY #6

The Board agrees to the establishment of a Department of Research and Development as recommended by the Joint Study Committee, and has included in the proposed budget a staff directorship with a staff of two persons (statistician and clerk) and necessary budgetary support, including materials, workshops, etc.

JOINT STUDY #8

A District Committee made up of equal representation of administration and Union representatives shall be appointed by January 31, 1970. The purpose of the committee will be to evaluate the data available from a District-wide testing program (1969-70 school year) and develop a plan for articulation of a K-12 remedial math program. The committee will study the feasibility of a remedial math program and submit a recommendation to the Board for implementation in the school year 1971-72.

JOINT STUDY #10

Funds have been included in the proposed budget for 9 additional teacher aides in the elementary schools and 16 teacher aides in the secondary schools.

JOINT STUDY #12

The Board of Education has included in its proposed 1970-71 budget the addition of two (2) new teachers of Driver Education.

JOINT STUDY #16

Funds have been included in the proposed budget for additional clerks in the junior high schools to provide full time guidance clerks.

JOINT STUDY #20

Funds have been included in the proposed budget for the addition of six (6) elementary reading teachers.

JOINT STUDY #21, 24, 26

Funds have been included in the proposed budget for the following additional specialists to support the elementary classroom teachers: one (1) physical education teacher, one (1) vocal music teacher and ten (10) art teachers.

JOINT STUDY #29, 30, 31

In order to offer greater opportunities for student use of library facilities the Board has included funds in the proposed 70-71 budget for 6 additional elementary librarians, sufficient clerks to provide full time library clerks in the junior high schools and a 30% increase in the library book account Also included in the proposed budget are 8 media aides.