

AUGUST 18, 2010

CONTRACT BETWEEN
THE WOODBURY BOARD OF EDUCATION
AND
THE WOODBURY EDUCATION ASSOCIATION
2009-2012

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PREAMBLE

The Board and the Association recognize mutual obligations pursuant to bargaining collectively with respect to hours, wages and conditions of employment. Both parties have entered into and conducted good-faith negotiations where each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects. Agreement has been reached between parties hereto including formal ratification of the terms hereof by the Board of Education of the Woodbury School District and the Woodbury Education Association. This Agreement is entered into this _____ day of _____, 2010, by and between the Board of Education of the City of Woodbury and the Woodbury Education Association, for the contract years July 1, 2009, through June 30, 2012.

ARTICLE 1 RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION AND SCHOOL ADMINISTRATION

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, and the provisions of this Agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities.

The Board of Education retains the right, in accordance with applicable State and Federal laws and regulations (a) to direct employees of the School District, (b) to hire, promote, transfer, assign and retain employees in positions within the School District, and to suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of insufficient enrollment or for other legitimate reasons, (d) to maintain the efficiency of the School District operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

ARTICLE 2 RECOGNITION

The Board recognizes the Association as the exclusive and sole representative pursuant to the provisions of "Chapter 123, Public Laws of 1974, Public Employer-Employee Relations Act", for collective negotiations concerning the terms and conditions of employment for teachers, guidance counselors, librarians, learning disability teacher/consultant, psychologist, social worker, school nurses, speech therapists athletic trainer, maintenance, custodial and grounds, and clerical employees employed by the Board, but excluding, the School Superintendent, Business Administrator, principals, assistant principals, all supervisors, coordinators (supervisory and/or administrative certification), supervisor of guidance, athletic director, and confidential clerical employees as defined in B. below.

- A. Unless otherwise indicated, the term “teachers” when used hereinafter in this Agreement shall refer to all non-supervisory certified employees of the Board represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.
- B. Unless otherwise indicated, the term “clerical employee” when used hereinafter in this Agreement shall refer to all secretarial/clerical employees of the Board, including but not limited to all secretaries and clerks, with the exception of the Secretary to the Superintendent, the Secretary to the Business Administrator, the Payroll/Benefits Specialist, and the Accounts Payable Specialist and any other secretarial/clerical employee(s) physically working in the Board Office. References to female employees shall include male employees.
- C. Unless otherwise indicated, the term “School District” when used hereafter in this Agreement shall refer to the Woodbury School District.
- D. Unless otherwise indicated, the term “Board” when used hereafter in this Agreement shall refer to the Board of Education, City of Woodbury, County of Gloucester, State of New Jersey.
- E. Unless otherwise indicated, the term “Association” when used hereafter in this Agreement shall refer to the Woodbury Education Association.
- F. References to male employees shall include female employees.

**ARTICLE 3
NEGOTIATIONS AND PROCEDURES**

- A. Negotiations concerning the terms of a Successor Agreement will be conducted in accordance with the provisions of Chapter 123, P.L. 1974, and the Rules and Regulations of the Public Employment Relations Commission.
- B. During or prior to the first negotiation session scheduled in accordance with the provisions of Section A above, each party shall submit to the other its total proposals for additions to or modifications of the existing agreement. Thereafter, negotiation will be limited to those topics submitted in the initial proposals.
- C. The Board agrees, subject to reasonable requests, to provide the Association with relevant information which is in the public domain and within the knowledge of the Board.
- D. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement,

each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at that time that they negotiated or signed this Agreement.

- E. 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 4 GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as an alleged violation of a specific article or section of this Agreement. A grievance will be presented in the following steps:

B. Procedure

Informal

Within seven (7) school days of the time a grievance arises, the employee, either directly or accompanied by his Building Representative, will present the grievance to his Principal during non-teaching hours. Within seven (7) school days after presentation of grievance, the Principal shall give his answer orally to the employee.

Step One – Immediate Supervisor

1. Within five (5) school days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and lodged with the immediate supervisor on the form provided in Appendix “A” of this Agreement. The “immediate supervisor” is defined as the school principal for teachers and clerical employees and the Director of Facilities for maintenance/custodial/grounds employees.
2. The “Statement of Grievance” shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the Association with respect to these provisions, and shall indicate the specific relief requested.
3. Within five (5) school days after receiving the grievance, the immediate supervisor shall communicate his answer in writing to the grievant.

Step Two – Superintendent

1. If the grievance is not resolved in Step One, the grievant may, within five (5) school days of receipt of the immediate supervisor's answer, submit to the Superintendent a written "Statement of Grievance" signed by the grievant. A copy shall be given to the immediate supervisor involved at the same time.
2. The Superintendent or his designated representative shall give the grievant an answer in writing no later than five (5) school days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the grievant.

Step Three – Board

1. Within five (5) school days after receiving the decision of the Superintendent or his designated representative, an appeal of the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision at Step Two.
2. No later than fifteen (15) calendar days after receiving the appeal, the Board or a committee (consisting of three or more members) thereof shall hold a hearing on the grievance at a special meeting.
3. Within ten (10) school days after the hearing, the Board or its committee shall communicate its decision in writing, and state its reasons, if any, to the grievant.
4. The grievant may not present any material, allegation or remedy that was not presented in Step Two.

Step Four – Arbitration

1. Within fifteen (15) calendar days after receipt of the decision of the Board, the Association may submit the grievance to arbitration under and in accordance with the Rules of the American Arbitration Association.
2. Powers of the Arbitrator – It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - (a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (b) He shall have no power to establish salary structures.
 - (c) He shall have no power to rule on any of the following:

- (1) the termination of services of or failure to reemploy any nontenured teacher;
 - (2) any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in provisions of Title 18A, N.J. Statutes.
- (d) He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such policies, practice, rule or action taken thereunder.
 - (e) He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe such responsibilities except as they may be specifically conditioned by this Agreement.
 - (f) In the event that a case is appealed to an arbitrator on which he had no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - (g) The fact that the grievance has been considered by the parties in the preceding steps of the grievance, shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.
3. The decision of the arbitrator shall be binding.
 4. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

C. Appearances and Representation

1. 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. Such hearings may be conducted during nonschool hours, unless there is mutual agreement for other arrangements.
2. The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
3. If the grievance arises from an action of authority higher than the Principal of a school, the employee may present such grievance at Step Two of this procedure.

4. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by the Association, or by a representative selected or approved by the Association.
5. When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified by the Superintendent that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. The Association shall have the right to pursue the grievance on its own behalf if it does not concur with the settlement agreed to by the teacher.
6. The Board and the Association shall assure the teacher freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.
7. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
8. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, in accordance with the procedures set forth above and the processing of such grievance shall commence at said level. The Association may process such grievance through all levels of the grievance procedure.

D. Time Limits

1. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to lodge an appeal at the next step of this procedure.
3. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed terminated by the answer at the previous step.
4. Any grievance which arose prior to the effective date of this Agreement shall be processed under the terms of the Agreement in effect on the date of initiation.
5. Any grievance which has not been processed prior to the completion of the school year will continue open and will follow the outlined steps during the summer months. Saturdays, Sundays, holidays and Fridays when offices are

closed during the summer vacation period will not be counted as school days. After the grievance has been initiated and responded to within the specified time limits at the appropriate first step of this procedure, either party shall be able to extend the time limits to the reopening of school in September by written notification to the other party.

E. Employees' Legal Rights

1. No nontenured teacher may use the grievance procedure in any way to appeal a discharge or a decision by the Board not to renew his contract.
2. No employee shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
3. All documents, records and communications dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants nor shall the file or any of the contents therein be disclosed in any way to anyone outside the Woodbury School District.

**ARTICLE 5
EMPLOYEES' RIGHTS**

- A. The Board agrees: (1) it will neither directly nor indirectly discourage or deprive any teacher in the enjoyment of any rights conferred by the laws or the Constitution of New Jersey and the United States, issues alleging unfair practices will be referred to Public Employment Relations Commission; (2) it will not discriminate against any teacher because of his membership in the Association and its affiliates or collective negotiations with the Board or his institution of any grievance under this Agreement; and (3) the rights granted to employees in this Agreement are in addition to those provided in the above-mentioned laws and Constitutions.
- B. No teacher shall be disciplined in any manner or form without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public unless formal charges are made and shall be subject to the grievance procedure set forth.
- C. Nothing contained herein shall deny to any employee his rights under State or Federal Constitutions and Laws.

**ARTICLE 6
ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times subject to administrative

approval and provided that this shall not interfere with or interrupt normal school operations.

- B. The Association and its representatives shall have the privilege of using school equipment and/or buildings. The building principal will retain the right to regulate the use of equipment and buildings and will concur on the time and place of meetings within the building so as not to interfere with other scheduled activities. The Association shall be responsible for payment of overtime janitorial service and service costs in accordance with Board policy. The Board of Education will provide the Association with a copy of its school Facility Rental Policy.
- C. The Association shall have the use of school mailboxes. Placement will be made by the authorized representative of the Association or his designee. Materials placed in mailboxes shall bear the name of said representative or of the Association. A copy of all material for general distribution placed in mailboxes shall be submitted to the building principal.
- D. The Association shall have the privilege of holding five (5) general membership meetings per year which may begin no sooner than fifteen (15) minutes after the latest student dismissal time. The Association will submit the five (5) proposed meeting dates to the Superintendent not later than September 15th of each school year.
- E. Upon forty-eight (48) hours advance notice to the Superintendent, except in situations beyond the control of the Association, the Association President or his designee shall be granted three (3) personal days per year to conduct Association business outside the Woodbury School District.

ARTICLE 7 EMPLOYMENT

- A. Upon initial employment in the school district, the Board shall have total discretion in the placement of employees on the salary guide. No half-years of experience will be considered in placement on the salary scale.
- B. Teachers shall be given written notice of their contract status not later than May 15th. The notice shall contain their next year's salary amount, if known, by May 15th.
- C. Clerical employees and custodial-maintenance-grounds employees shall be given written notice of their contract status not later than June 15th. The notice shall contain their next year's salary amount and their assignment, if known, by June 15.
- D. Clerical employees shall give at least two (2) weeks' written notice before termination of employment with the District.

ARTICLE 8 SALARIES

A. The salaries of all employees covered by this Agreement are set forth in the Exhibits A attached hereto and made a part hereof.

B. Extra-Pay Activities

The Board agrees to compensate employees who meet District requirements for coaching and directing or sponsoring those activities which have been approved by the Board. The activities presently approved, along with the compensation range determined by satisfactory experiences in the responsibility are reflected by Appendix "B" and "C" attached hereto and made a part hereof.

C. All employees shall be paid on the 15th and the last day of the month from September 15th to the last day of school in June for teachers and the last working day in June for all other employees. The Board may revise the schedule to meet the convenience of the-employees in paying prior to holidays and vacations.

D. Authorized payroll deductions from salary may be made for any of the following reasons:

1. Contribution to the tax sheltered annuity determined by the Board if authorized by the employee.
2. A Board-approved disability insurance provider.
3. The annual dues for the Woodbury Education Association, Gloucester County Education Association, New Jersey Education Association, and National Education Association as said teacher individually and voluntarily authorizes the Board to deduct.
4. ABCO Public Employees Federal Credit Union.
5. Gloucester County United Way.
6. Other investment accounts.

E. A teacher must be on the payroll for ninety-four (94) or more days to be eligible for an increment.

F. In order to be eligible to receive an increment, a ten clerical employee **or** maintenance, custodial and grounds employee must have been in a pay status for at least 100 days during the previous year. In order to be eligible to receive an increment; a 12 month clerical employee or maintenance, custodial and grounds employee must have been in a pay status for at least 120 days during the previous year. "Pay status" is defined as all days the employee worked or was on a paid leave of absence.

- G. Guidance counselors who are employed in the summer will be paid their individual per diem rate.
- H. Pay checks will be available to custodial-maintenance day time employees by lunch time whenever possible.
- I. Pay checks will be available to custodial-maintenance- grounds employees by lunch time whenever possible.
- J. Effective July 1, 2009, all unit members shall be paid through a direct deposit system under rules established by the Administration. Employees who do not have bank accounts shall be paid as in the past. If an employee who does not have a bank account subsequently obtains one, he/she must inform the Business Office and payments will commence as soon as possible by way of direct deposit.

**ARTICLE 9
HEALTH INSURANCE**

- A. The Board agrees to provide health insurance coverage for each employee. The Board will offer husband and wife, parent and child, or full-family health insurance coverage to each employee who desires such coverage according to the employee's needs. The cost of this dependent coverage shall be shared with the Board paying eighty-five percent (85%) and the employee paying fifteen percent (15%) of the annual premium cost. Effective April 1, 2008, the insurance plan for all eligible employees shall be the Horizon Direct Access Plan which was in effect as of March 31, 2008.
 - 1. For all individuals hired after June 30, 1996, the Board agrees to provide health insurance coverage (medical, dental and Blue-Bank) at the negotiated percent for each individual who is regularly employed for thirty (30) or more hours per week.
- B. The cost of the dental insurance coverage (New Jersey Dental Service Plan I. A.) for each employee shall be shared with the Board paying eighty-five percent (85%) and the employee paying fifteen percent (15%) of the annual premium cost.
- C. Blue Bank
 - 1. The Board will reimburse each employee otherwise eligible for insurance for personal and/or family prescription or optical expenses that are not covered by insurance. In order to receive reimbursement, the teacher must present dated receipts and proof of rejection by an insurance carrier for each individual year. Payments will be made for the preceding twelve (12) months provided the teacher submits the required verification and vouchers as stated below. Effective July 1, 2007, reimbursement shall be made up to \$875 per employee for the 2007-2008 year and thereafter.

2. Prior to requesting reimbursement, the employee must submit the billing of eligible items to any insurance carrier which provides or may provide coverage for such service. This includes not only insurance coverages provided by the Board, but insurance coverages provided privately or by some other employer. The Board shall have the right to require the employee to verify, under oath, that said coverage does not exist, if such is the case.
 3. The Board shall not be required to consider any item for reimbursement until the employee has presented a receipted bill or other proof of payment of such cost and evidence that the employee has sought insurance coverage for such cost and such coverage has been denied.
 4. Proof of payment and evidence that the claim is not covered by other insurance shall be presented to the Secretary of the Board of Education, along with a voucher requesting reimbursement, not later than five (5) working days after December 31st or five (5) days after June 30th each year. Only claims which have receipts of the employee's payment to the provider dated on or before December 31, shall be reimbursed in January. Only claims which have receipts of the employee's payment to the provider dated on or before June 30 shall be reimbursed in July. The Board shall pay the reimbursement to which the employee is entitled not later than the July 31st immediately following the June filing deadline. All claims, including optical, shall be made at the same time. Payments shall be prorated for new employees beginning after the first day of work in a year (July 1 for 12 month employees; September 1 for 10 month employees). Payments shall be prorated for employees commencing employment later than the first work day in the year or separating from employment prior to the last work day in the year. Pro-ration is done on a monthly basis and working ten (10) days in a month counts as a full month.
 5. The Board will provide written instructions for completing vouchers, thereafter, incorrect or incomplete submissions will be rejected and the employee shall thereafter have no further claim to reimbursement under this section for the year in question.
- D. The Board will provide temporary disability income plan for all full time custodial-maintenance-**grounds** employees. The plan shall be either the NJEA Umbrella Temporary Disability Benefits Plan I or its equivalent. The Board shall select the carrier. The Board's premium cost for the temporary disability income plan shall not exceed one percent (1%) of the eligible employee's taxable wages up to the amount of each employee's taxable wages that would be assessed for enrollment in the State of New Jersey Temporary Disability Benefits Program.
- E. INSURANCE WAIVER PROVISION
1. Effective July 1, 2008, there shall be a voluntary health insurance waiver plan for clerical employees eligible to receive coverage under Article 9, A.

2. Each year, the Board shall provide appropriate forms to all employees eligible for health and hospitalization insurance under A. above. Said form will contain a final return date.
3. Employees who voluntarily elect to waive the coverage provided under Article 9, A. in writing on a form provide by the Business Office shall be entitled to receive \$2,500.
4. Payment of the monies in 3. above shall be made by separate check on June 30 at the conclusion of the waived year.
5. Employees must waive such insurance for a full year (July 1 through June 30) to be eligible for said payment. If an employee begins employment within a year, he/she may waive coverage for the remainder of the year and the payment will be prorated.
6. Employees who have no other comprehensive family, parent/child(ren), or husband/wife (two party) insurance to waive coverage under Article 9, A. above. The Board shall require proof of such coverage. It is the responsibility of the employee to notify the Board in writing if such coverage ceases at any point during the waiver period.
7. An employee who waives coverage may re-enroll for the next year during the open enrollment period.
8. An employee who waives the coverage provided under Article 9 shall be permitted to immediately resume coverage during the waiver period if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who wishes to resume coverage shall notify the Board in writing that the waiver is revoked. Employees who re-enroll for coverage under Article 9 during the year for any reason shall receive a prorated share of the payment under 3. above. ERISA and COBRA laws have time limitations on re-enrollment during an insurance year. It is required that the employee desiring re-enrollment inform the Board in writing as soon as reasonably possible or they may forfeit their ability to re-enroll.
9. An employee who separates from employment during the year shall receive a prorated share of the payment set forth in 3. above.
10. In order to protect all employees' insurance benefits from federal taxation because of agreement to this waiver plan, the Board shall file the necessary Section 125 paperwork and shall pay all administrative costs.
11. Effective July 1, 2010, the provisions of Article 9, E. above shall apply to all eligible unit members.

12. Section E. shall expire at the close of business on June 30, 2012, unless and until the parties agree to continue it in writing.

ARTICLE 10 TRANSFERS AND REASSIGNMENT

A. TEACHERS

1. A copy of the teacher vacancy listing, noting official openings, shall be posted in the main office of each school building on the office bulletin board, and on the District website at such times as such listings are forwarded to the college placement offices. Permanent part-time or full-time vacancies will be posted ten (10) days prior to being filled. If the permanent vacancy occurs between August 1 and the close of the school year, the transfer or reassignment would be effective September of the following school year.
2. A teacher who desires a change in grade and/or subject assignment or who desires to transfer to another building, may file a written statement of such desire with the Superintendent not later than February 28. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred in order of preference. Written requests for transfer or reassignment will be acknowledged in writing by the Superintendent or his designee.
3. Notice of involuntary transfer or reassignment shall be sent in writing to the teacher as soon as practicable. The reason for the change in assignment or school location will be discussed in a meeting between the teacher involved and the building principal or the Superintendent where applicable.
4. When an involuntary transfer or reassignment is necessary, a teacher's area of competence and major or minor field of study shall be considered in determining which teacher is to be transferred or reassigned. (The provisions of this section are nonarbitrable.)
5. Teachers will be notified in writing of their assignments for the following year by June 15th.

B. MAINTENANCE, CUSTODIAL AND GROUNDS

1. A notice of any vacancy in positions listed in the Recognition clause shall be sent to and posted in each school and a copy shall be sent to the Association. The posting will include a closing date for applications.
2. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent. Employees will receive written notice of receipt of application. Part time employees who apply for full time positions shall be interviewed.

3. Each vacancy shall require a separate application.

C. CLERICAL EMPLOYEES

1. A copy of the clerical employee vacancy listing, noting of official openings, shall be posted in the main office of each school building on the office bulletin board. Permanent part-time or full-time vacancies will be posted ten (10) days prior to being filled.
2. Notice of involuntary transfer or reassignment shall be sent in writing to the clerical employee as soon as practicable. The reason for the change in assignment or school location will be discussed in a meeting between the clerical employee involved and the direct supervisor or the Superintendent where applicable.

**ARTICLE 11
EVALUATION, DOCUMENTS**

A. TEACHERS

1. All classroom evaluations of a teacher shall be made openly and with the knowledge of the teacher.
2. A teacher shall be given a copy of any evaluation report prepared by his evaluators within five (5) school days of such evaluation. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without having been signed by the teacher as an acknowledgment that he has been apprised of the contents of the evaluation. If the teacher disagrees with the evaluation he may indicate, over his signature, a statement indicating the specific references with which he disagrees. Any rebuttal statement shall be submitted by the teacher within ten (10) school days of receipt of the evaluation and within two (2) weeks if the evaluation is given to the teacher during the last ten (10) days of the school year. No teacher shall be required to sign a blank or incomplete evaluation form. Upon receipt of the evaluation report, a teacher who requests a conference with the evaluator shall be granted a conference.
3. Nontenured teachers shall be evaluated a minimum of three (3) times each year; the first being not later than November 15, the third being not later than April 25.
4. No material shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or designee and attached to the file copy. The teacher's response, if any, to the above mentioned material shall be

submitted within ten (10) school days of the receipt of the material by the teacher or within two (2) weeks if the material is received by the teacher within the last ten (10) days of school.

5. All tenured teachers must be observed and evaluated at least once prior to May 15th. All PIP's shall be completed at least seven (7) school days prior to the last teacher work day.

B. MAINTENANCE, CUSTODIAL AND GROUNDS

1. All employees shall be evaluated at least once a year in accordance with Board policy. The employee shall have the right to submit a written rebuttal within ten (10) work days.
2. Upon receipt of the evaluation report an employee who requests an evaluation conference shall be granted the conference. Requests must be made within three (3) days of receipt.
3. The employee shall be given a copy of any document that will be placed in his personnel file. The employee shall sign the file copy for the sole purpose of acknowledging receipt of the document.

C. CLERICAL EMPLOYEES

1. All clerical employees shall be evaluated once yearly.
2. A clerical employee shall be given a copy of any evaluation report prepared by his/her evaluator. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without having been signed by the employee as an acknowledgment that he/she has been apprised of the contents of the evaluation. If the clerical employee disagrees with the evaluation he/she may indicate, over his/her signature, a statement indicating the specific references with which he/she disagrees. Any rebuttal statement shall be submitted by the clerical employee within ten (10) school days of receipt of the evaluation and within two (2) weeks if the evaluation is given to the clerical employee during the last ten (10) days of the school year. No clerical employee shall be required to sign a blank or incomplete evaluation form. Upon receipt of the evaluation report, a clerical employee who requests a conference with the evaluator shall be granted a conference.
3. No material shall be placed in a clerical employee's personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or designee and attached to the file copy. The employee's response, if any, to the above mentioned material shall be submitted within ten (10) school days

of the receipt of the material by the employee or within two (2) weeks if the material is received by the employee within the last ten (10) days of school.

ARTICLE 12 PROFESSIONAL DEVELOPMENT

A. TEACHERS

1. The Board of Education will refund to teachers the cost of tuition and books for in-service college courses taken under the following conditions:
 - a. The course must be approved by the Superintendent in advance in writing as being a subject matter course in a field in which the individual is teaching or is certified; e.g., English, Mathematics, Science, etc. In addition, teachers may, subject to the prior approval of the Superintendent, take one (1) course in an allied field per school year provided the course is relative to the teacher's assignment in the Woodbury School District. The determination as to relevance shall rest solely with the Superintendent. This course shall be limited to three (3) credits per school year and shall be included as part of the nine (9) credits eligible for reimbursement. The Superintendent shall indicate his approval or disapproval in writing within fifteen (15) school days of receipt of the request.
 - b. The course may be at either the graduate or undergraduate level of credit, provided the teacher holds either a Standard Teaching Certificate or a Certificate of Advanced Standing and provided the course is not essentially a repetition of one previously taken. Undergraduate level courses will only be reimbursed when the course is for certification in an area where the District is experiencing a need for certified staff as determined by the Superintendent.
 - c. The Board will reimburse teacher for tuition costs for up to nine (9) credits per year completed between July 1st and June 30th. The reimbursement rate per credit shall not exceed charged per credit by State Colleges. The total annual cap for tuition reimbursement will be capped at the following amount each year: \$52,000. In addition, teachers shall be eligible for reimbursement for the cost of books at the rate of \$300 per year; and for the cost of fees at the rate of \$300 per year. Such refunds will be made to teachers still in the Board's employ upon presentation of the receipted bills and transcript of credit or official grade report form evidencing satisfactory completion of the course. If the tuition reimbursement exceeds the Board's obligation under the contract, the reimbursements shall be prorated. For example, all individual claims will be reimbursed at 95% of the claim amount. Presentation of the receipted bills and transcript of credit or official grade report form evidencing satisfactory completion of the course in the summer, fall and/or spring terms are to be submitted by

July 31st of the subsequent fiscal year and disbursement will be made at the August Board meeting.

d. Reimbursement by separating teachers

A faculty member will be required to reimburse the Board of Education for all graduate class costs and/or professional certification (i.e., Reading Recovery certification, Cisco certification) started within 12 months of the date that individual voluntarily terminates his employment in the district. Individuals who voluntarily terminate their employment for the following reasons shall be exempt from this clause:

- a) pregnancy
- b) transfer/relocation of spouse's employment
- c) extended/long-term illness
- d) death of an immediate family member
- e) retirement

Any extenuating circumstance other than employment in another district may be appealed at the superintendent level only. Coursework taken under the requirement in Article 11, G, will not be subject to repayment.

All monies up to \$4,000.00 total owed to the district must be repaid by individual contract terms not extending beyond one calendar year of termination of employment. Monies owed beyond \$4,000.00 must be repaid within two calendar years by individual contract with Woodbury Public Schools.

This clause will only affect persons who took classes which started on or after July 1, 2002, for which the district made full or partial payments.

- 2. Teachers who take college courses for credit while in the employ of the Board shall have the transcript of credit or official report of grade form recorded in their files in the Superintendent's Office.
- 3. In special cases, where the Board may wish to have a teacher become certified to teach a particular subject for which no one on the staff is qualified, or may wish to have a teacher take a specific kind of training course to meet some need of the school, it will pay the full expense of such training.
- 4. Movement on the salary guide
 - a. Any change of salary status due to additional credits earned must be reported in writing to the Superintendent not less than three (3) months prior to the anticipated salary guide change.

- b. Horizontal advancement on the salary guide may occur two (2) times per year. Teachers who submit the necessary documentation for advancement to a higher educational level prior to September 30th will have their pay adjusted retroactive to September 1st. Teachers who submit the necessary documentation for advancement to a higher educational level prior to February 28th will have their pay adjusted retroactive to February 1st. Teachers applying for horizontal movement on the salary guide who anticipate problems with the college or university in obtaining documentation that the required course work has been completed should notify the Business Administrator, in a timely fashion, that the documentation is forthcoming. In this case, the Board will waive the time requirements.

5. Action research

A stipend of \$1,200.00 will be provided for up to four (4) teachers per academic year for the design, implementation and reporting of educational research within their assigned responsibilities. The work must be proposed, in writing, prior to August 1st and must specify area of research/inquiry, form of application within the district during the upcoming year, type of data to be collected and type of reporting to be made within the district by June 1st of the same academic year. The purpose of the program is to encourage professional reading, test theories within our classrooms and share results and recommendations with colleagues.

6. Summer Study Program

- a. Upon recommendation of the Superintendent of Schools, a summer study program may be granted to any certified teacher. A teacher may be given permission to receive six (6) credits of summer study during any three (3) year period.

- b. Stipend for summer study to be paid as follows:

- 1) Commuter – to attend college less than fifty (50) miles from Woodbury.
- 2) Resident – to attend college more than fifty (50) miles from Woodbury

<u>Commuter</u>	<u>Stipend</u>
3 weeks	\$620.
4 weeks	\$825.
5 weeks	\$1,030.
6 weeks	\$1,240.

<u>Resident</u>	<u>Stipend</u>
3 weeks	\$2,065.
4 weeks	\$2,475.
5 weeks	\$2,890.
6 weeks	\$3,300.

To be eligible for a stipend the teacher must complete six (6) credits.

3) Payment

Stipend shall be paid as follows: One-half (1/2) on July 30th. The remaining payment will be made within thirty (30) days of the teacher receiving the final grade.

c. Maximum reimbursement

1) The teacher may receive reimbursement for up to six (6) credits taken during the summer as covered in Article 13.

2) Teachers receiving a summer study stipend to attend a college or university where the tuition rate exceeds the state tuition rate will be eligible to receive additional tuition reimbursement. The additional tuition to be received by the teacher is to be computed as follows: $\frac{1}{2}$ (Tuition Rate – State Tuition Rate) + State Rate = Reimbursement.

3) A teacher taking six (6) credits in the summer will be limited to receiving reimbursement for six (6) credits during the remainder of the contract year.

4) Grade

a) The teacher must receive an average grade of B or better in order to receive the full stipend.

b) The teacher must receive an average grade of C or better in order to receive seventy percent (70%) of the stipend.

5) Number of Summer Grants

a) Requests are to be submitted, in writing, to the Superintendent on or before April 1st. Decision of the Superintendent will be made by April 15th. Decision of the Superintendent is final.

- b) The Superintendent will use the following criteria in approving requests for summer study. Criteria is listed for informational purposes only.

Credits for additional certification.

District needs.

Enrollment in graduate program in area of employment.

Increase knowledge in subject area.

- c) The decision of the Superintendent is non-arbitrable.

- 6) The maximum annual amount to be expended on stipend shall not exceed \$15,000.00.

B. MAINTENANCE, CUSTODIAL AND GROUNDS

1. Staff employees who have completed two (2) years of continuous service are eligible for course reimbursement. All courses must be approved, in writing, by the Superintendent. Approval shall be at the Superintendent's discretion.
2. The Board will reimburse costs of tuition, fees and books for courses and workshops up to \$900 per school year. Such refunds will be to employees still in the Board's employ upon presentation of the receipted bills and transcript of credit or official report of grade form evidencing satisfactory 3
3. The Board will reimburse payment for fees related to renewal of licenses necessary for the performance of school duties, as determined by the Business Administrator.

C. CLERICAL EMPLOYEES

1. The Board of Education will provide tuition reimbursement, books and fees and professional development costs to clerical employees for professionally relevant studies to be no more than \$1,000 per year. The course/professional development must be approved by the Superintendent in advance and in writing. The reimbursement shall be made within 60 days of the submission of payment and grade documentation.
2. Clerical employees who take professional development courses and seek reimbursement for coursework while in the employ of the Board shall have the transcript of credit or official report of grade form recorded in their files in the Superintendent's Office.
3. A clerical employee will be required to reimburse the Board of Education for all class costs and/or professional certification started within 12 months of the date that individual voluntarily terminates his/her employment in the district. Individuals who voluntarily terminate their employment for the following reasons shall be exempt from this clause:

- a. pregnancy
- b. transfer/relocation of spouse's employment
- c. extended/long-term illness
- d. death of an immediate family member
- e. retirement

Any extenuating circumstance other than employment in another district may be appealed at the superintendent level only.

ARTICLE 13 SICK LEAVE AND OTHER LEAVES OF ABSENCE

A. Sick Leave

1. All ten month employees shall be entitled to ten (10) days of sick leave each school year. All twelve month employees shall be entitled to twelve (12) days of sick leave each year. Employees employed after September 30th will receive one (1) sick day per month of employment. All sick leave days will be credited to the employee's account as of the first day of the employee's work year whether or not the employee reports for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. When an employee's absence due to personal illness exceeds the total number of sick days accumulated, the employee may be granted a leave of absence covering the remaining period of illness with or without pay.
3. Sick leave referred to herein will be defined in applicable New Jersey Statutes now or hereafter in effect.
4. Employees shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.
5. Payment for unused sick leave upon retirement
 - a. Upon retirement in accordance with the provision of the Teachers' Pension Annuity Fund or the Public Employees Retirement System, as relevant, ten month employees shall be paid two (2) full days' pay calculated at the rate of one two-hundredth (1/200th) of their annual salary for every five (5) unused sick leave days and one (1) full day's pay calculated at the rate of one two-hundredth (1/200th) of their annual salary for every five (5) accumulated personal leave days.
 - b. Upon retirement in accordance with the provision of the Teachers' Pension Annuity Fund or the Public Employees Retirement System, as relevant, 12 month employees shall be paid two (2) full days' pay calculated at the rate of 1/240th of their annual salary for every five (5) unused sick leave days and one (1) full day's pay calculated at the

rate of 1/240th of their annual salary for every five (5) accumulated personal leave days.

- c. For all teachers and clerical employees hired after June 30, 1996, and for all maintenance, grounds and custodial employees hired on or after July 1, 2009, the payment for total unused sick and personal leave accrued is capped at a maximum of \$15,000.00 upon retirement.
- d. Any total amount greater than \$10,000 owed to an individual retiree or to the estate of a retiree must be paid by the Board of Education over three (3) school years.
- e. Employees notifying the Board no later than February 1st of their intent to retire will receive payment in July; if notice of intent to retire is received after February 1st, payment will be received the second July following retirement. Exceptions will be allowed for employees notifying after February 1st for health related reasons concerning the employee or the employee's spouse.
- f. The estate of employees who are eligible to retire in accordance with the provisions of TPAF or PERS, as relevant, but employed by the Board shall be paid for the deceased employee's accrued sick leave as specified in subsection 5. a. *et seq.*

B. OTHER SHORT TERM LEAVES OF ABSENCE

The Board realizes that unusual circumstances other than illness occasionally make it necessary for employees to be absent from work. The Board establishes the following list as maximum days employees may be absent for other acceptable reasons during a school year without loss in salary. This time expires at the end of each school year and is therefore not accumulative. Only accrued days from Section B. 4 convert to extended sick leave days

1. Death in the Immediate Family

An allowance of up five (5) days per occurrence shall be granted for a death in the immediate family. One additional day shall be permitted under the provision of a substitute's wage deduction. Immediate family may be considered grandparents, father, mother, spouse, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, and members of the clerical employee's household.

2. Serious Illness in the Immediate Family

An allowance of up to three (3) days leave may be granted for serious illness in the immediate family. (Immediate family same as No.1 above.)

3. Death of Other Relatives

An allowance of one (1) day leave may be granted for the death of other relatives.

4. Personal Leave

a.. An allowance of up to three (3) days leave per school year with prior notification to the Superintendent may be granted for reasons of a personal nature. These include, but are not limited to:

- 1) Court Subpoena.
- 2) Marriage of an employee or marriage of father, mother, brother, sister, son or daughter.
- 3) Personal business which cannot be handled outside of school hours, unless the requested leave day falls on a Monday, Friday, or, for teachers and clerical employees, any day preceding or following a school holiday, in which case the request must include a specific reason which shall be subject to approval by the Superintendent.

(d) Religious holidays.

b. Each employee's unused personal leave days as specified in Section B. 4. of this Article will be accumulated for the employee's future use as extended sick leave days. These accumulated unused personal leave days shall be available for use by the employee as sick leave days after all current and accumulated sick leave days have been exhausted. See A. 5. a. above for conversion of unused accumulated personal leave to severance pay.

5. Educational Leaves

Educational leaves for teachers and clerical employees may be granted with prior approval of the Superintendent for:

- (a) Attendance at conferences for professional improvement.
- (b) Representing the school or profession at civic, public or educational meetings.
- (c) Visiting other schools for self-improvement.
- (d) Serving on evaluation committees.

6. Transportation Leave

An allowance for one (1) day may be granted for the purpose of providing transportation to or from the hospital in the event of childbirth by the spouse.

7. Miscellaneous

For the protection of the employee and for proper payroll accounting and audit, every request for a personal leave of absence of a full day or more must be made to the Superintendent in writing. Absence not covered by any of the above provisions will cause salary deductions at the rate of 1/20th of the monthly salary for each day's absence.

8. With respect to maintenance/custodial/grounds employees, the above provisions apply to full-time employees only.

**ARTICLE 14
EXTENDED LEAVES OF ABSENCE**

A. Occasionally, it is necessary for employees to be absent for long periods of time generally as the result of emergencies or other circumstances beyond the control of the employee. The following provisions are set to guide the manner in which certain emergencies are to be treated. All leaves shall be applied for in writing and if approved, will be granted in writing.

B. Tenure, pension, and other employment rights of employees who shall enter military service shall be protected as set forth in Title 18A:6-33 and Public Laws of 1944—Chapter 226.

C. Disability leave for teachers and maintenance/custodial/grounds employees

Due to a medical disability which is substantiated by a certificate from a medical doctor, an employee shall be granted an extended leave of absence without pay; however, during the period of the employee's personal medical disability accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. During such time of medical disability leave, the employee shall be covered by existing health insurance and benefits in accordance with the rules established by the health insurance carrier. The Board reserves the right to seek medical confirmation of the sick leave period by having the employee claiming sick leave due to medical disability examined by a physician selected by the Board. Conflicting medical opinions will be resolved by an examination by a mutually agreeable third doctor whose decision shall be binding.

D. Disability leave for clerical employees

1. An employee may apply for an unpaid disability leave. Such leave shall only be granted after all available paid sick leave and vacation leave has been exhausted. The employee shall apply in writing for said leave in advance of

its commencement. All applications for extension of a granted unpaid disability leave must be in writing in advance of the first date of the commencement of such extension. In both cases, the employee must specify the requested starting date or extension starting date for the leave and the requested termination date for the requested leave.

2. In order to be eligible for an unpaid disability leave, the employee must submit to the District a physician's note sufficiently detailed to support the request for leave. In the event that there is some question concerning the basis for the request, the District may require that the employee undergo an examination by a physician of the District's choosing.
3. After the utilization of any rights to leave the employee may have under the FMLA and NJFLA, and assuming the terms of C. 2. above are met, an employee who has worked at least three (3) consecutive years in the District by the date of application for leave, shall be granted the leave requested up to the last scheduled work day in that year. Said employee may be granted an extension of that leave in the discretion of the Board for up to one (additional) full work year (July 1 through June 30 for 12 month employees or September 1 through June 30 for 10 month employees).
4. After the utilization of any rights to leave the employee may have under the FMLA, and assuming the terms of C. 2. above are met, an employee who has not worked at least consecutive three (3) years in the District by the date of application for leave, shall be granted the leave requested up to the last scheduled work day in that year. Said employee shall not be granted an extension of that leave into a new work year.
5. All extended leaves of absence under this section are unpaid leaves. Under all extended unpaid leaves beyond those granted under FMLA and/or NJFLA, the District shall not provide paid insurance benefits but the employee shall be permitted to pay for insurance coverage under rules adopted by the Board or its agents.

E. Child-rearing leaves of absence

1. Employees may apply for a child-rearing leave of absence in conjunction with a sick leave of absence for child-rearing purposes. The child rearing leave shall commence on the date specified by the teacher and will continue for the balance of the school year in which the birth occurs. Application for child-rearing leave shall be made to the Superintendent at least ninety (90) calendar days prior to the proposed commencement of the leave.
2. Employees, upon written request, shall be granted a child-rearing leave for one (1) additional school year (September – September) immediately following the school year in which the initial child-rearing leave was granted, provided that this additional leave does not extend the total leave time beyond twenty-four (24) calendar months. In order to be eligible for this

additional year of leave, the employee must make written application to the Superintendent no later than the April 1st immediately prior to the additional year, or no later than 30 days after the birth of the child, whichever is later.

3. Child-rearing leave shall be without pay. Upon request, the Board Secretary will provide the teacher with the necessary information in order that the teacher can take over payment of insurance premiums.
4. Employees adopting an infant child shall receive similar leave which shall commence upon him receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interests of the school.

F. Miscellaneous

All benefits to which an employee was entitled at the time the leave commenced and which are still available to the employee at the time of return, including unused accumulated sick leave shall be restored to an employee returning from leave; and he shall be assured his original position or similar position within the area of his interests, abilities, and training following the completion of leave, provided he notifies the Superintendent of Schools of his intent to return prior to February 1st.

G. Leave for emergency military duty

Leave for emergency military duty up to ninety (90) calendar days will be granted by the Board to any regular employee who is a duly qualified member of the reserve components of the armed forces and who is called into temporary active duty, provided such obligation cannot be fulfilled on days when school is not in session. During the leave, the teacher shall receive his regular salary in addition to any pay he receives from the state or federal government. This provision specifically excludes periods of basic military training.

- H. Other leaves of absence, without pay, may be granted by the Board which, in its opinion, are for good reasons.

**ARTICLE 15
EXECUTIVE COMMITTEE**

- A. The membership of the committee shall be five (5) members appointed by the Association plus the Association President, three (3) Board members, and three (3) administrators including the Superintendent. The chairperson of the committee shall alternate between a Board appointee and an Association appointee.
- B. Each party shall notify the other in writing of the topics it wishes to discuss at least two (2) weeks prior to any scheduled meeting. The agenda shall be finalized by the Superintendent and Association President or their designee(s) one (1) week prior to

the meeting. The agenda shall be in sufficient detail so as to allow the parties to prepare for a fruitful discussion on all topics.

- C. Prior to the conclusion of each Executive committee meeting, a date for the next meeting shall be agreed upon along with an alternate date.
- D. The committee shall meet a minimum of three (3) times per year. Additional meetings may be scheduled by mutual agreement.
- E. Both parties shall show commitment to the process by encouraging attendance by its full complement of representatives at each meeting. Each party shall select its own committee members for each meeting.

ARTICLE 16 MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be found to be contrary to law, that portion of the provision shall be considered void, but all other provisions and portions of the provisions not voided shall continue to be in full force and effect.
- B. The Board and the Association agree that there should be no discrimination against any employee on the basis of age, race, creed, color, national origin or sex.
- C. In accordance with NJSA 34:13a-1 et seq., any changes or modifications in the terms and conditions of employment existing on the date of this Agreement will be made only through negotiations by the Board and the Association.
- D. Any individual contract between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- E. The Board agrees:
 - 1. it will neither directly nor indirectly discourage or deprive any employee in the enjoyment of any rights conferred by the laws or the constitution of New Jersey and the United States, issues alleging unfair practices will be referred to Public Employment Relations Commission;
 - 2. it will not discriminate against any employee because of his membership in the Association and its affiliates or collective negotiations with the Board or his institution of any grievance under this Agreement; and
 - 3. the rights granted to employees in this Agreement are in addition to those provided in the above-mentioned laws and Constitutions.

- F. Copies of this Agreement shall be prepared at the joint expense of the Board and the Association and presented to all teachers employed by the Board in booklet form.

**ARTICLE 17
REPRESENTATION**

- A. The Association shall, on or before September 30th, deliver to the Board a written statement containing the following:
1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
 2. A statement that the Association has established a “demand and return system” in accordance with the requirements of N.J.S.A. 34:13A-5.4.
 3. A statement establishing the amount of yearly representation fees to be deducted from salaries of each non-member. Such representation fee shall be eighty-five percent (85%) of the regular membership dues, fees and assessments.
 4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
- B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such non-members as defined in subsection 1.a. above in accordance with Section C below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
- C. Payroll Deduction Schedule

The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck:

1. in November; or
2. thirty (30) days after the employee begins his employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee’s employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

- D. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

- E. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement provided the Board has fully complied with the requirements contained herein. In addition, the Board shall be required to make available any and all public records necessary for such defense.

PART A – APPLIES TO TEACHING MEMBERS

ARTICLE 18 TEACHER WORK YEAR

- A. The Board, through its Superintendent, will seek the views of the Association, through its President, before adoption of the school calendar. This discussion could include, but not be limited to vacation, holidays, and in-service days. However, the Board reserves the right to make the final decision on the calendar. Effective July 1, 2007, the required in-school work year for teachers shall not exceed 186 days, excluding the NJEA Convention (181 student contact days and 5 non-student contact days).
- B. Effective July 1, 2007, teacher who are newly employed and teachers who have been on a leave of absence in excess of two (2) school years may be required to attend up to four (4) additional orientation days.

ARTICLE 19 TEACHING HOURS AND ASSIGNMENTS

- A. The Board and the Association recognize and agree that the teachers' responsibility to the students, community and profession generally entails the performance of duty and the expenditure of time and service beyond classroom duty hours. However, teachers may be required to attend no more than three (3) evening assignments or meetings each school year without additional compensation.
- B. Teacher Day
 - 1. Full-time teachers in pre-kindergarten through grade 5 shall be required to report for duty five (5) minutes prior to the start of school and shall remain twenty-five (25) minutes after the close of the school day. Grades 6 - 12 teachers shall be required to report for duty five (5) minutes prior to the start of the student day and shall remain a total of seven and one-quarter (7 ¼) hours on a regular student day. These times may be adjusted or shortened by the building principal on an annual basis. Teachers shall indicate their presence for duty in a method appropriate to their particular building.
 - 2. The total in-school work day shall consist of not more than seven (7) hours in grades pre-kindergarten through 5, and seven and one-quarter (7 ¼) hours in grades 6 through 12.

3. The in-school work day shall include the following prep and lunch times:

Grades Kindergarten – 5: 40 minute duty-free lunch
Grades Kindergarten – 5: 40 minute daily prep period
Grades 6 – 12: at least 26 minutes duty free lunch.

Teachers may leave the building during their duty-free lunch period.

4. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day. Teachers shall work a one-session day prior to the Thanksgiving holiday.
- C. Teachers may be required to remain after the end of the regular work day for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. If a meeting will last longer than thirty (30) minutes beyond the end of the normal teacher work day, a notice of such meeting and the agenda for the meeting shall be distributed twenty-four (24) hours in advance except in emergency situations. Teachers may have the opportunity to suggest possible agenda items for consideration by the principal prior to the distribution of the agenda. The presence or absence of teacher-suggested items in no way limits the principal's right to develop the agenda as he deems fit except that if affirmed by a majority vote of the faculty concerned, teacher-suggested items must be added to the principal's agenda. Such meetings shall not exceed four (4) days each month.
- D. 1. The following daily teaching loads in grades 6 through 12 may be converted to weekly equivalents. Teachers assigned six (6) academic periods per day shall have ten (10) non-pupil contact periods per week. Teachers assigned to five (5) academic periods shall have thirty-three (33) pupil contact periods per week and seven (7) non-pupil contact periods per week. Full period supervisory assignments shall be considered a pupil contact period. Department Chairs will have no more than 25 pupil contact periods per week and will be assigned no additional duties, i.e. lunch, in-house suspension duties. Elementary Coordinators are also exempt from duties. Teachers assigned to seven (7) academic classes will be assigned on a voluntary basis and will receive \$5,865. additional salary for the year. The above amount will be paid as a stipend with one-half (1/2) payable in December and one-half (1/2) payable in June. A teacher assigned to six (6) academic periods per day may volunteer for a supervisory assignment and receive a \$2,600. stipend. A teacher without a year's teaching experience shall not be assigned seven (7) academic periods.
2. The daily schedule in grades 6 through 12 shall consist of eight (8) periods plus lunch and homeroom. The average length of a period, excluding passing time, shall be forty-two (42) minutes.

3. Teachers in grades 6 through 12 will not be assigned to teach in more than two (2) subject areas and no more than three (3) subject preparations in full year academic courses unless a teacher volunteers for more. Effective July 1, 2006, teachers of Related Arts (Art, Business, and Technology Education), Music, Special Education and World Language will not have more than five (5) subject preparations unless a teacher volunteers for more.
4. Elementary teachers shall not be required to teach continuously for more than three (3) hours and twenty-five (25) minutes, except on one-session days when it shall not exceed four (4) hours.

Elementary classroom teachers shall not be required to be present when specialist teachers such as teacher of art, music and physical education are working in their classrooms.

5. Elementary teachers shall have released time when specialist teachers are scheduled to teach their classes. Elementary teachers may leave the library once the librarian has assumed responsibility for the class as long as the Board maintains a library in the elementary school.
6. This article applies to teachers in grades 7 and 8 only:
 - a) A faculty member's normal daily work load shall not exceed three (3) instructional blocks and two (2) non-pupil contact time periods equal in length to one block. If a faculty members teachers three (3) blocks in a semester, said member shall be assigned no duties that semester.
 - b) Department Chairs and team coordinators shall teach no more than five (5) instructional blocks per year or periods per day for a full year, whenever possible. When a chairperson or team coordinator teaches six (6) blocks per year or six (6) periods per day all year, the stipend will increase by 50%. When a chairperson or team coordinator agrees to teach six (6) periods per day for less than a full year, the stipend will be adjusted accordingly.
 - c) No block shall exceed eighty-eight (88) minutes.
 - d) Every effort shall be made to limit teachers to two (2) instructional preparations and no more than two (2) consecutive blocks per day.
 - e) In the event that Block Scheduling is implemented and subsequently eliminated, contract language shall revert back to that which is in this Article (VII-D.1) as negotiated for July, 2002, dealing with the traditional teaching schedule.
 - f) The WEA and Board of Education agree to extend D. 6. through June 30, 2012.

7. When an extended period (51 minute) class day is scheduled in grades 6-12, these shall be the terms and conditions:
 - a. A faculty member's normal daily work load shall not exceed five (5) extended period classes. Additionally, two periods per day (typically of 42 minutes in duration) will be non-pupil contact time periods. If a faculty member is assigned to five (5) extended period classes, said member shall be assigned no duties that semester.
 - b. Department Chairs and team coordinators shall teach no more than 4 extended period classes per day, whenever possible. When a chairperson or a team coordinator teaches 5 extended periods per day (or 6 forty-two [42] minute periods per day) all year, the associated leader stipend will increase by 50%. When a chairperson or team coordinator agrees is assigned to teach the extra class period for less than a full year, the stipend will be adjusted accordingly.
 - c. Every reasonable effort shall be made to limit teachers to two (2) instructional preparations per day.
- E. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who may volunteer may be used as substitutes during their non-teaching time.
- F. Teachers shall be given written notice of their assignments not later than June 15th. The administration may alter, modify, or change such assignments in the event of changes in enrollment or department personnel, and shall notify the teacher affected by such changes promptly and in writing.

**ARTICLE 20
TEACHING CONDITIONS**

A. Class Size

It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective education program. The Board agrees to continue its efforts to keep class size at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interests of the District, as deemed administratively feasible.

- B. Teachers shall not be required to drive students to activities which take place away from the school building.
- C. Teachers and nurses required to travel on a daily basis between two (2) or more schools in the normal course of their duties shall be reimbursed \$30.00 per month for mileage.

- D. If a teacher is working under conditions such teacher considers unsafe or unhealthy, such teacher shall first discuss this with his building principal and, if dissatisfied, is entitled to institute a grievance.

**ARTICLE 21
PROMOTIONS**

- A. A notice of a vacancy in positions listed in Appendix "B", Athletic Extra-Curricular Activities, and Appendix "C", Non-Athletic Extra-Curricular Activities of this Agreement and/or administrative supervisory positions paying a salary above that of Exhibit A shall be sent to and posted in each school and a copy shall be sent to the Association fifteen (15) days before the final date when applications must be submitted. Also included are the vacancies in the Saturday and Summer Schools, and all curriculum projects.
- B. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice. The Superintendent shall acknowledge, in writing, receipt of all applications. When the vacancy described in the notice is filled, the Superintendent may destroy all applications for said position.
- C. Each vacancy shall require a separate application.
- D. In the event a vacancy shall occur during the summer period when school is not regularly in session, a notice of said vacancy shall be posted in the Superintendent's Office and a notice sent to the President and Secretary of the Association.

**ARTICLE 22
ACADEMIC FREEDOM AND GRADING**

- A. Teachers shall have all reasonable freedom in the implementation of the curriculum including the right to select materials and to determine the class needs as they relate to the curriculum subject to the approval of the Board. However, this does not exclude the right and obligation of the superintendent or Principal to question, consult, and direct whenever necessary.
- B. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the Woodbury School District, subject to review and/or approval of the Superintendent. In the event a grade is changed or modified, the teacher will be notified in writing.

ARTICLE 23
CHILD STUDY TEAM TERMS AND PROVISIONS

- A. The full-time social worker and psychologist currently employed by the district will maintain their current school day hours (8 – 4) and school year (September 1 – June 30). The Board will “grandfather” the difference between appropriate placement on the teacher salary guide and current salary. That differential will remain for the length of service to the District. Future raises will be based on the negotiated scale.
- B. All other Child Study Team members will be placed at their individual steps on guide and will receive an additional \$2,000 in salary. They will work a 7 1/2 hour day. The CST will work five (5) additional days beyond the teacher’s contract. Three of these days will be taken prior to the start of the school year, during the month of August, and two (2) days will occur at the end of the school year, in June. Team members must submit these dates for approval to the Director of Special Services for planning purposes by June 30 of the prior school year.

ARTICLE 24
CURRICULUM WORK AND TEACHING IN-SERVICE COURSES

- A. Requests for curriculum courses of study shall be made in writing with a due date of one month, unless otherwise specified.
- B. Curriculum work to be assigned at special projects rate with a cap on the number of total hours per project as set by the Superintendent.
- C. Stipend to be divided if the responsibility is assigned to more than one (1) teacher.
- D. In lieu of payment, released time may be provided. Ex., professional day in-service, etc.
- E. Teachers who serve as instructors for in-service courses during the school year and who do not have such instruction as part of their regular duties will be compensated for such services at the special projects rate with the number of hours approved by the Superintendent.

PART B – APPLIES TO MAINTENANCE/CUSTODIAL/GROUNDS MEMBERS

ARTICLE 25 DISCIPLINE AND DISCHARGE

- A. All employees shall be probationary for the first ninety (90) days of employment. Thereafter, each employee shall be issued an annual employment contract with a two (2) week termination provision. The two (2) week termination provision may be waived when discharge is for cause.
- B. A probationary employee may be disciplined or dismissed for any reason considered justifiable by the Business Administrator. Notification of discipline or dismissal shall include a written statement of reasons for non-employment. Within five (5) calendar days of receipt of notification of dismissal, the employee may request in writing a meeting to discuss the termination with the Superintendent of Schools. The Superintendent shall schedule a meeting within five (5) calendar days of receipt of the written request from the employee. The Superintendent must notify the employee in writing of his final determination within three (3) days of the meeting. Any disciplinary action of a probationary employee shall not be subject to the grievance procedure of this Agreement.
- C. Violations of Board policy, rules or regulations shall be cause for disciplinary action as outlined below when just cause exists. Employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure provided under this Agreement. There shall be four (4) separate penalties applied when it is necessary to impose discipline on any of the employees of the Board.
 - 1. Oral reprimand. The reprimanded employee will, within five (5) of his days at work, sign a notice to his personnel file acknowledging that the oral reprimand was issued. The employee's signature does not indicate agreement with the reprimand. Failure to issue the notice to the personnel file within five (5) of the reprimanded employee's days at work shall mean that an oral reprimand was not given.
 - 2. A written reprimand shall be placed in the employee's personnel file in the case of minor offenses. The Board shall furnish the employee and the Association with a copy of the reprimand. The employee shall be required to sign the file copy for the sole purpose of acknowledging receipt of a copy.
 - 3. Suspension from work (without pay) for periods varying from one (1) to fifteen (15) days, according to the gravity of the offense and the previous record of the employee concerned, is to be applied in cases of a first serious offense or continued or repeated minor ones.

4. Discharge.
5. If an employee is required to attend a meeting with the Board, Superintendent or a designated representative for the purpose of discipline, he will be so advised in writing and shall have the right to have an Association representative present during such a meeting.
6. The Board may bypass any step of this procedure based on the offense (such as theft, fighting, child molesting, substance abuse, etc.) and record of the employee.

**ARTICLE 26
WORK YEAR, WORK WEEK AND WORK DAY**

A. Work Year

1. The full-time work year calendar will be established by June 1st of each year for the July 1st - June 30th fiscal year. Thirteen paid holidays and due vacation time will be recognized.
 2. A standard full-time work week will be Monday through Friday/40 hours.
 3. The full-time work day shall consist of eight (8) hours plus a one-half (1/2) hour lunch break for the day shift and eight (8) hours including a one-half hour lunch break for shifts beginning after 3 p.m. and before midnight.
- B. The length of the part-time work day will be determined by the administration.
- C. Starting times for all work shifts will be determined by the administration.
1. Full-time employees assigned to work shifts that regularly work past midnight will receive a twenty-five cent (\$.25) per hour shift differential. The shift differential will only be paid for actual time worked on the late shift.
- D. Overtime pay at one and one-half (1 ½) times the employee's regular rate of pay will be paid for all work performed in excess of forty (40) hours in any work week including sick, personal, vacation and holidays provided the vacation or personal day was scheduled prior to the scheduling of the overtime. Time spent on Worker's Compensation is excluded from the overtime computation.
1. The scheduling and distribution of overtime will be done on an equitable basis in accordance with the needs of the district.
 2. Employees who are required to work on holidays as defined in Article 26 will be compensated in addition to the regular day's pay at the rate of time and one-half for all time worked.

3. The Board may require employees to work overtime; employees will be given advanced notice of required overtime when possible.
- E. All emergency call-ins that are not contiguous to the employee's work shift shall be for a minimum of two and one-half (2 1/2) hours at the overtime rate of time and one-half.
 - F. All non-emergency call-ins that are not contiguous to the employee's work shift shall be for a minimum of one (1) hour at the overtime rate of time and one-half.
 - G. Employees may be assigned to on-call status. Employees on-call must be able to reach the district within forty-five (45) minutes of receiving a notice to report. Employees on-call who are required to report to work will be compensated in accordance with Sections D and E of this Article.
 1. On-call employees will be provided with a beeper.
 2. On-call employees will be compensated at the rate of five dollars (\$5.00) per week day (6 a.m. Monday through 12 a.m. Saturday) and twenty-five dollars (\$25.00) per weekend (12 a.m. Saturday through 6 a.m. Monday.) Effective July 1, 2010, on-call employees will be compensated at the rate of \$10.00 per week day (6 a.m. Monday through 12 a.m. Saturday) and \$35 per weekend (12 a.m. Saturday through 6 a.m. Monday.)
 3. The requirement for on-call assignments will be determined by the Administration.
 - H. A notice of and agenda for any maintenance and custodial meeting shall be distributed at least 24 hours in advance of such meeting, except in emergency situations which are unforeseeable.

**ARTICLE 27
HOLIDAYS AND VACATIONS**

- A. Holidays
 1. All full-time twelve (12) month employees shall be entitled to thirteen (13) paid holidays per year.
 2. These holidays shall include:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

3. The remaining six (6) holidays shall be determined on an annual basis when the school calendar is established. Employees will be notified of the dates of the six (6) holidays not later than June 30th of each year.
4. In the event a holiday listed in Subsection 2 above falls on a Saturday or Sunday, the holiday will be celebrated on the preceding or following day respectively. In the event the schools are open on any scheduled holiday, an alternate holiday will be scheduled by the Board.
5. The Association will submit a suggested holiday schedule for the Board's consideration prior to April 1st of each year.
6. All part time twelve (12) month employees shall be entitled to Christmas Day and New Year's Day as paid holidays.

B. Vacation

For the initial year of employment, employees hired after July 1st shall earn pro-rata vacation time in accordance with the number of months employed in that year up to a maximum of ten (10) days. Such vacation time shall be rounded to the nearest full day. Vacation days are earned during the school year and accrue to the employee's record each July 1st.

Each full-time twelve (12) month employee shall be eligible for two (2) weeks of vacation during the second year of employment and two (2) weeks of vacation each succeeding year until the employee completes seven (7) continuous years.

Beginning the eighth (8th) year and continuing until the employee has completed fifteen (15) full years of continuous employment, the employee shall be eligible for three (3) weeks of vacation. Beginning the sixteenth (16th) year the employee shall be eligible for four (4) weeks of vacation.

1. Vacation times shall be scheduled at the discretion of the Superintendent or designee.
2. Vacation days shall not be scheduled during the two (2) weeks prior to the opening of school in September, unless approved by the Superintendent. The Superintendent's decision is not grievable.
3. Employees will not be permitted to take more than two (2) weeks of vacation during the summer months unless specific approval is granted by the Superintendent for good cause. Vacation requests for winter recess will be granted based on a rotation of seniority. One (1) maintenance person and four (4) custodians must be in the district at all times.

4. Vacation time is not accruable long term. An employee may carry a total maximum of five (5) vacation days into the next year.
 5. Vacation leaves of absence will only be granted in half day amounts if only a half day remains for the employee in that category of leave.
- C. Vacation - Part-Time Employees
- Twelve (12) month part-time employees who have completed three (3) or more years of service will receive an annual paid vacation of one (1) week.
- D. Employment in the Woodbury Public Schools for one hundred and thirty (130) work days shall count as a full year's employment for the purpose of calculating vacation time.

**ARTICLE 28
UNIFORMS**

- A. The Board shall provide three (3) uniforms per year to each employee.
- B. The Board shall provide clothing appropriate to the performance of special jobs on an as-needed basis but no more than one per year. The following items will be issued: rain slickers and gloves. Disposable protection for personal footwear will be issued as needed.

PART C – APPLIES TO CLERICAL EMPLOYEES

ARTICLE 29 WORK SCHEDULE

- A. Twelve month clerical employees shall work from July 1st through June 30th. Ten month clerical employees shall work from September 1st through June 30th. The work calendar will be based on the calendar distributed to clerical employees and clerical employees shall not be required to work on days school is closed to both clerical employees and students. Exceptions may be made if the clerical employee's supervisor requests employee to work.
- B. A standard full-time work week will be Monday through Friday, excluding the four (4) day summer work schedule, if approved by the Board of Education. The four (4) day summer work schedule is as follows: Monday through Thursday, 7:30 a.m. – 4:45 p.m., nine and one-quarter (9.25) hours, including a one-half (1/2) hour lunch break.
- C. The full-time work day shall consist of eight (8) hours, including one hour lunch break.
- D. Part-time clerical employees shall work fewer than 30 hours per week. The length of the part-time work day, including lunch break, shall be determined by the administration. The length of the part-time clerical employee's work year shall be determined by the administration (teachers' calendar/students' calendar/ten month calendar). Part-time employees who work during the summer months will work their normal number of weekly hours.
- E. Starting times for all clerical employees will be determined by the administration.

ARTICLE 30 VACATIONS

- A. For the initial year of employment, twelve (12)-month clerical employees hired after July 1st shall earn pro-rata vacation time in accordance with the number of months employed in that year up to a maximum of ten (10) days. Such vacation time shall be rounded to the nearest full day. Vacation days are earned during the school year and accrue to the employee's record each July 1st.

Each full-time twelve (12) month clerical employee shall be eligible for two (2) weeks of vacation during the second year of employment and two (2) weeks of vacation each succeeding year until the employee completes seven (7) continuous years. Beginning the eighth (8th) year and continuing until the employee has completed fifteen (15) full years of continuous employment, the employee shall be eligible for three (3) weeks of vacation. Beginning the sixteenth (16th) year, the employee shall be eligible for four (4) weeks of vacation.

- 1. Vacation times shall be mutually scheduled between the supervisor and the employee and must be approved by the Superintendent. Vacation days shall

not be scheduled during the two (2) weeks prior to the opening of school in September, unless approved by the Superintendent.

2. Twelve month employees may carry over five (5) vacation days annually, which must be used in the next fiscal year.
3. Vacation time is not accruable long term.
4. Effective July 1, 2011, any employee who moves from a 10 month to a 12 month position shall receive vacation per the schedule by multiplying each year of 10 month service by 10/12ths.
5. Vacation leaves of absence will only be granted in half day amounts if only a half day remains for the employee in that category of leave. Half day amounts may occur when a secretarial employee uses paid leave of absences during the summer if the District secretarial staff is on a four day work week.

**ARTICLE 31
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2009, and shall continue in effect until midnight, June 30, 2012.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized officers all as of the day and year first above written.

BOARD OF EDUCATION OF THE CITY OF WOODBURY:

President

Board Secretary

Date: _____, 2010

WOODBURY EDUCATION ASSOCIATION:

President

Association Secretary

Date: _____, 2010

**APPENDIX A
WOODBURY SCHOOL DISTRICT GRIEVANCE FORM**

Grievant's Name _____

Date & Time Presented _____

School _____ Building Principal _____

Provision or Agreement Violated

Nature of Violation (Describe fully: What, Where, When) (If additional space is required, attach second sheet).

Relief Sought by Aggrieved or Association

Signature of Grievant _____

Association Rep. _____

Received by _____ Date _____ Time _____

All grievances are to be presented at Step 1 except grievances initiated in accordance with the provisions of Articles VI, Section C.3. or C.8.

STEP 1 ANSWER

By _____ Title _____ Date _____

Received: Assoc. Rep. _____ Date _____ Time _____

Aggrieved _____ Date _____ Time _____

STEP 2

By _____ Title _____ Date _____

Received: Assoc. Rep. _____ Date _____ Time _____

Aggrieved _____ Date _____ Time _____

STEP 3

By _____ Title _____ Date _____

Received: Assoc. Rep. _____ Date _____ Time _____

Aggrieved _____ Date _____ Time _____

APPENDIX B
ATHLETIC - EXTRA CURRICULAR – 2009-2010, 2010-2011 and 2011-2012

SPORT	POSITION	1	2	3	4
Football	Head Coach	7991	8756	9623	10023
Football	Assistant Coach	4902	5341	6005	6550
Soccer Field Hockey	Head Coach	5166	5954	6500	7051
Soccer Field Hockey	Assistant Coach	2971	3337	4007	4682
Basketball Wrestling	Head Coach	6663	7361	8002	8537
Basketball Wrestling	Assistant Coach	4164	4682	5211	6134
Cross Country Indoor Track	Head Coach	3365	3675	4541	5166
Cross Country Indoor Track	Assistant Coach	2813	3131	4024	4667
Baseball Softball Track	Head Coach	5408	6258	6894	7361
Baseball Softball Track	Assistant Coach	3191	3495	4316	4902
Tennis Swimming	Head Coach	3528	3990	4699	5408
Tennis Swimming	Assistant Coach	2971	3191	3337	3573
Golf	Head Coach	3292	3528	3675	3990
Cheerleading (Fall)	Head Coach	3748	4074	4541	5082
Cheerleading (Fall)	Assistant Coach	2521	2825	3191	3489
Cheerleading (Winter)	Head Coach	3748	4074	4541	5082
Cheerleading (Winter)	Assistant Coach	2521	2825	3191	3489
7th/8th Grade Programs	All Coaches	2234	2375	2521	2679
Weightlifting		2825	3022	3230	3393

APPENDIX C
NON-ATHLETIC - EXTRA CURRICULAR – 2009-2010, 2010-2011 and 2011-2012

ACTIVITY	STIPEND	ACTIVITY	STIPEND
Director, High School Chorus	4817	America's Pride	771
Director, Elementary Chorus	2071	World Language Club	839
Assistant Choir Director	1564	Webmaster	872
Director, Band and Orchestra	6241	Pre/Post School Monitors	1936
Assistant Band Director	3084	Detention	1339
Director, Elementary Band	2071	Intramural Program	1851
Debate	1851	Audio-Visual Coordinator	3157
Dramatics	3714	Elementary Coordinator	3157
Dramatics Assistant	1165	SURE	889
Visual Education	1851	Cultural League	889
Class Advisor: 9th Grade	1334	Health Careers Club	889
Class Advisor: 10th Grade	1334	Ecology Club	889
Class Advisor: 11th Grade	2223	Science Events	
Class Advisor: 12th Grade	2521	Competition Coordinator	889
Elementary Safety Patrol	1936	Jazz Band	889
National Honor Society	1480	Wind Ensemble	889
White & Gold	1936	Technology Club	889
Student Council – Grades 6-8	1936	Outdoor Club	889
Student Council Grades 9-12	2831	Rogate and Related Grades 6-8 Academic Activities	1187
Sun Dial	6489	Sound/Light Booth Operator	900
Business Manager, Sun Dial	1621	Color Guard - Year	1981
Academic Bowl	1187	Junior High Jazz Band	619
Jr. H.S. Yearbook	1851	Dance Club - HS	850
Elementary Yearbook	738	Key Club	771
Varsity Club	1187	Interact	771
Mock Trial	917	Literary Magazine	771
Hollywood Kids	1120	Art Club	839
		Renaissance Club (2)	968

APPENDIX C
NON-ATHLETIC - EXTRA CURRICULAR, 2009-2010, 2010-2011 and 2011-2012, continued

ACTIVITY	STIPEND	ACTIVITY	STIPEND
Pit Orchestra - General	338	Coordinators	
Pit Orchestra - Piano	788	Technology	3157
Pit Orchestra - Keyboards	788	Grades 6, 7, 8	3157
Anytown	889	Pre-School	6173
Conductor - Orchestra	1126	Child Study Team	4935
Director, Music - Spring Play	1126		
Choreographer - Spring Play	1126	Middle School Clubs	
Teen Pep	1851	Cooking	619
		Art - Semester 1	619
Chairpersons*		Youth to Youth - Semester 1	619
English	3157	Ceramics - Semester 1	619
Social Studies	3157	Swimming - Semester 1	619
Science	3157	Ladybug Club - Semester 1	619
Mathematics	3157	Computers - Semester 1	619
Foreign Language	3157	Bowling - Semester 1	619
Guidance	3157	Drama - Semester 1	619
Health/PE	3157	Science - 4 H - Semester 2	619
Related Arts	3157	Chess - Semester 2	619
Special Education	3157	Crafts - Semester 1, Semester 2	619
Technology/Business	3157	Math League	889
AVID	3157	Culture Club	889
6 th Grade	3157		
Remediation	3157	Approved Elementary Clubs	850

Special Projects Compensation and Detention Rate	\$30 per hour
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* If a unit member is appointed to be chairperson of two departments, he/she shall receive the full stipend for one position plus \$500.00.

EXHIBIT A-1
TEACHER SALARY GUIDE
2009-2010

STEP	STEP						
08-09	09-10	BA	BA+15	MA	MA+30	MA+60	PhD
***	1	46638	48913	51188	54238	56818	58794
1	2	46838	49113	51388	54438	57018	58994
2	3	47040	49315	51590	54640	57220	59196
3	4	47242	49517	51792	54842	57422	59398
4	5	48978	51253	53528	56578	59158	61134
5	6	50794	53069	55344	58394	60974	62950
6	7	52796	55071	57346	60396	62976	64952
7	8	54666	56941	59216	62266	64846	66822
8	9	56349	58624	60899	63949	66529	68505
9	10	58164	60439	62714	65764	68344	70320
10	11	60113	62388	64663	67713	70293	72269
11	12	62037	64312	66587	69637	72217	74193
12	13	64066	66341	68616	71666	74246	76222
13	14	68595	70870	73145	76195	78775	80751
14-15	15	73124	75399	77674	80724	83304	85280

There are teachers who receive additional salary payments from a compensation approach which went out of effect on July 1, 2005. Those additional salary payments shall continue. The names of those teachers and the additional salary payment amounts are contained in a sidebar signed by the parties and dated March 28, 2006.

Longevity: teachers who have 25 credited years of service as of September 1, shall receive, in addition to the salary listed above, an additional \$1,600. Longevity movement shall occur on the September 1st following the anniversary date of the 25th credited year of service.

EXHIBIT A-1
TEACHER SALARY GUIDE
2010-2011

STEP	STEP						
09-10	10-11	BA	BA+15	MA	MA+30	MA+60	PhD
***	1	47129	49404	51679	54729	57309	59285
1	2	47329	49604	51879	54929	57509	59485
2	3	47529	49804	52079	55129	57709	59685
3	4	47733	50008	52283	55333	57913	59889
4	5	49487	51762	54037	57087	59667	61643
5	6	51322	53597	55872	58922	61502	63478
6	7	53345	55620	57895	60945	63525	65501
7	8	55234	57509	59784	62834	65414	67390
8	9	56935	59210	61485	64535	67115	69091
9	10	58769	61044	63319	66369	68949	70925
10	11	60739	63014	65289	68339	70919	72895
11	12	62682	64957	67232	70282	72862	74838
12	13	64733	67008	69283	72333	74913	76889
13	14	69309	71584	73859	76909	79489	81465
14-15	15	73885	76160	78435	81485	84065	86041

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EXHIBIT A-1
TEACHER SALARY GUIDE
2011-2012

STEP	STEP						
10-11	11-12	BA	BA+15	MA	MA+30	MA+60	PhD
***	1	47463	49738	52013	55063	57643	59619
1	2	47663	49938	52213	55263	57843	59819
2	3	47863	50138	52413	55463	58043	60019
3	4	48063	50338	52613	55663	58243	60219
4	5	49828	52103	54378	57428	60008	61984
5	6	51676	53951	56226	59276	61856	63832
6	7	53713	55988	58263	61313	63893	65869
7	8	55615	57890	60165	63215	65795	67771
8	9	57327	59602	61877	64927	67507	69483
9	10	59174	61449	63724	66774	69354	71330
10	11	61158	63433	65708	68758	71338	73314
11	12	63114	65389	67664	70714	73294	75270
12	13	65179	67454	69729	72779	75359	77335
13	14	69787	72062	74337	77387	79967	81943
14-15	15	74394	76669	78944	81994	84574	86550

There are teachers who receive additional salary payments from a compensation approach which went out of effect on July 1, 2005. Those additional salary payments shall continue. The names of those teachers and the additional salary payment amounts are contained in a sidebar signed by the parties and dated March 28, 2006.

Longevity: teachers who have 25 credited years of service as of September 1, shall receive, in addition to the salary listed above, an additional \$1,600. Longevity movement shall occur on the September 1st following the anniversary date of the 25th credited year of service.

EXHIBIT B-1
 CUSTODIAL-MAINTENANCE SALARY GUIDES
 2009-2010

STEP	CUSTODIANS	LEAD	MAINTENANCE	GROUNDS
1	24057	25857	28257	25757
2	24257	26057	28457	25957
3	25268	27068	29468	26968
4	26278	28078	30478	27978
5	26784	28584	30984	28484
6	27794	29594	31994	29494
7	28603	30403	32803	30303
8	29209	31009	33409	30909
9	30826	32626	35026	32526
10	31231	33031	35431	32931
11	31534	33334	35734	33234
12	33252	35052	37452	35050

EXHIBIT B-2
 CUSTODIAL-MAINTENANCE SALARY GUIDES
 2010-2011

STEP	CUSTODIANS	LEAD	MAINTENANCE	GROUNDS
1	25130	26930	29330	26830
2	25330	27130	29530	27030
3	25530	27330	29730	27230
4	26551	28351	30751	28251
5	27062	28862	31262	28762
6	28083	29883	32283	29783
7	28900	30700	33100	30600
8	29513	31313	33713	31213
9	31147	32947	35347	32847
10	31555	33355	35755	33255
11	31862	33662	36062	33562
12	33598	35398	37798	35748

EXHIBIT B-3
 CUSTODIAL-MAINTENANCE SALARY GUIDES
 2011-2012

STEP 10-11	STEP 11-12	CUSTODIANS	LEAD	MAINTENANCE	GROUNDS
***-1	1	26335	28135	30535	28035
2	2	26535	28335	30735	28235
3	3	26735	28535	30935	28435
4	4	27249	29049	31449	28949
5	5	28277	30077	32477	29977
6	6	29100	30900	33300	30800
7	7	29717	31517	33917	31417
8	8	31362	33162	35562	33062
9	9	31773	33573	35973	33473
10	10	32082	33882	36282	33782
11-12	11	33830	35630	38030	35980

EXHIBIT B-1
CLERICAL EMPLOYEES SALARY GUIDES
2009-2010

STEP	12 MONTH		STEP	10 MONTH
1	22327		1	18605
2	22527		2	18772
3	23437		3	19530
4	24397		4	20330
5	25256		5	21046
6	26570		6	22141
7	27783		7	23152
8	28996		8	24162
9	30310		9	25257
10	31491		10	26242
11	33437		11	27863

Certain unit members are OFF-GUIDE in 2009-2010. Their salaries have been agreed to by the parties and are contained in District records and in an agreement signed by the parties.

Longevity at 10 years of service: \$500.00 each year for term of this contract

Any 10 month secretary who moves to the 12 month scale will not incur a loss of salary or per diem pay.

EXHIBIT B-2
CLERICAL EMPLOYEES SALARY GUIDES
2010-2011

STEP	12 MONTH		STEP	10 MONTH
1	23281		1	19400
2	23481		2	19567
3	23681		3	19733
4	24651		4	20542
5	25519		5	21265
6	26847		6	22371
7	28072		7	23392
8	29298		8	24414
9	30625		9	25520
10	31819		10	26515
11	33785		11	28153

Certain unit members are OFF-GUIDE in 2010-2011. Their salaries have been agreed to by the parties and are contained in District records and in an agreement signed by the parties.

Longevity at 10 years of service: \$500.00 each year for term of this contract

Any 10 month secretary who moves to the 12 month scale will not incur a loss of salary or per diem pay.

EXHIBIT B-3
CLERICAL EMPLOYEES SALARY GUIDES
2011-2012

STEP	12 MONTH		STEP	10 MONTH
1	24221		1	20183
2	24421		2	20350
3	24621		3	20517
4	24821		4	20683
5	25695		5	21412
6	27032		6	22526
7	28266		7	23554
8	29500		8	24582
9	30836		9	25696
10	32038		10	26698
11	34018		11	28347

Certain unit members are OFF-GUIDE in 2011-2012. Their salaries have been agreed to by the parties and are contained in District records and in an agreement signed by the parties.

Longevity at 10 years of service: \$500.00 each year for term of this contract

Any 10 month secretary who moves to the 12 month scale will not incur a loss of salary or per diem pay.

SIDEBAR AGREEMENT
BETWEEN
THE WOODBURY BOARD OF EDUCATION
AND
THE WOODBURY EDUCATION ASSOCIATION

The undersigned agree to the following:

Add as Article 19, D. 7.

When an extended period (51 minute) class day is scheduled in grades 6-12, these shall be the terms and conditions:

- a. A faculty member's normal daily work load shall not exceed five (5) *extended period* classes. Additionally, two periods per day (typically of 42 minutes in duration) will be non-pupil contact time periods. If a faculty member is assigned to five (5) *extended period* classes, said member shall be assigned no duties that semester.
- b. Department Chairs and team coordinators shall teach no more than 4 extended period classes per day, whenever possible. When a chairperson or a team coordinator teaches 5 extended periods per day [or 6 forty-two (42) minute periods per day] all year, the associated leader stipend will increase by 50%. When a chairperson or team coordinator agrees is assigned to teach the extra class period for less than a full year, the stipend will be adjusted accordingly.
- c. Every reasonable effort shall be made to limit teachers to two (2) instructional preparations per day.