



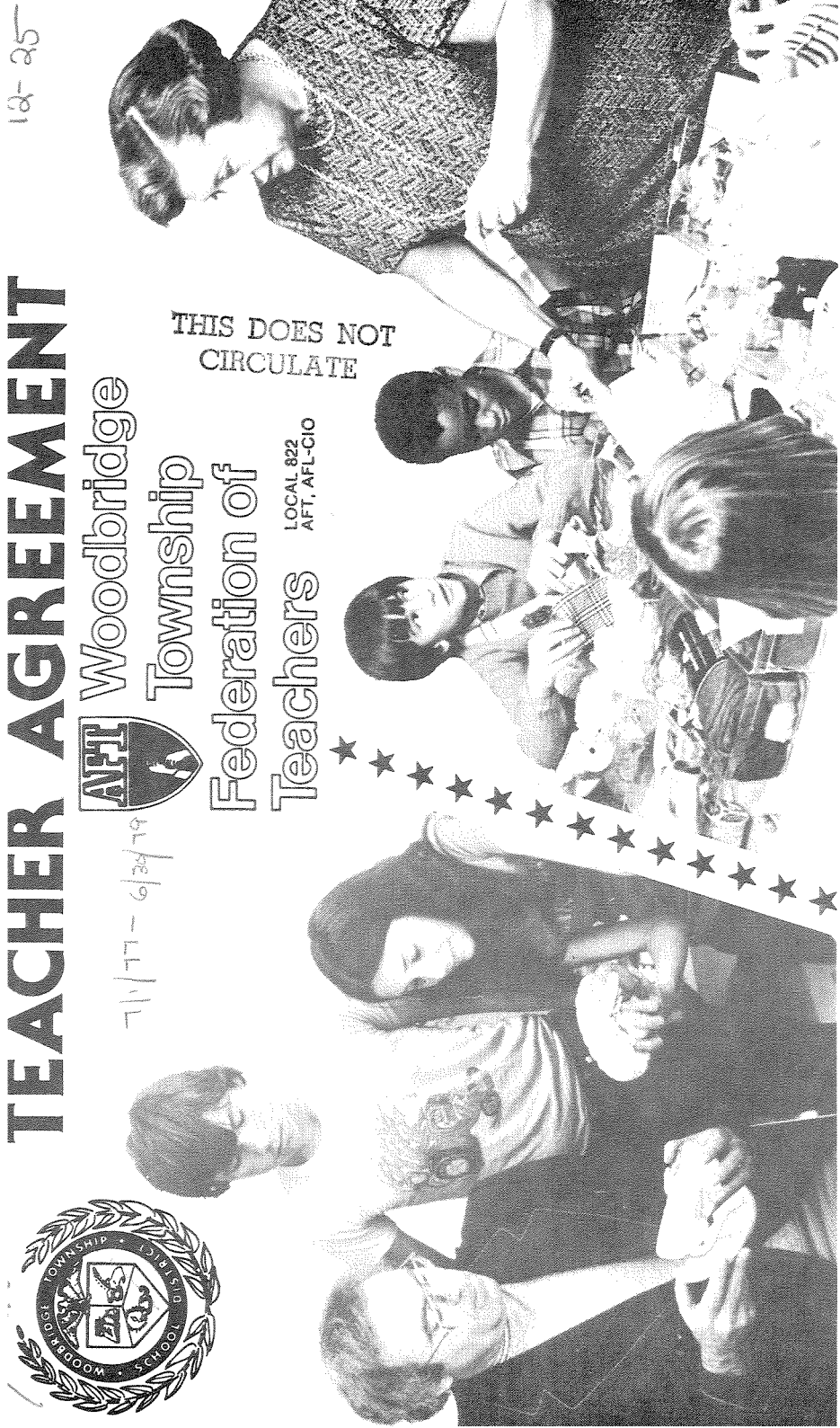
711/77 - 6/24/79

TEACHER AGREEMENT

AFTL Woodbridge
Township
Federation of
Teachers

LOCAL 822
AFT, AFL-CIO

THIS DOES NOT
CIRCULATE



WOODBRIDGE TOWNSHIP BOARD OF EDUCATION

18-25

**WOODBRIAGE TOWNSHIP
BOARD OF EDUCATION**

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Woodbridge, New Jersey 07095
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**WOODBRIAGE TOWNSHIP FEDERATION OF TEACHERS
Local No. 822 AMERICAN FEDERATION OF TEACHERS
AFL-CIO**

451 Pearl Street
Woodbridge, New Jersey 07095

President..... Raymond A. Peterson
Vice President..... Howard Salles
Vice President..... F. William Bode
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AGREEMENT

This Agreement entered into this 6th day of Sept. 1977, by and between the Board of Education of Woodbridge, New Jersey, hereinafter called the "Board" and the Woodbridge Township Federation of Teachers, Local #822, American Federation of Teachers, AFL-CIO, hereinafter called the "Union".

PREAMBLE

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

ARTICLE 1.

RECOGNITION AND PROCEDURES FOR NEGOTIATIONS

- 1.1 Recognition**
The Board recognizes the Union as the sole and exclusive bargaining representative for all certified personnel excluding per diem substitutes, continuing education personnel, Superintendent of Schools, Assistant Superintendents, Principals, Vice-Principals, Administrative Assistants, Supervisors, Directors, Coordinators, and non-certified personnel (janitors, cafeteria employees, attendance officers and secretarial and clerical employees).
Department heads may become part of the bargaining unit if they so choose and if such determination is held valid by the Public Employment Relations Commission.
- 1.2 Definitions - Where Used in this Agreement**
- 1.2.1 "School" shall mean any work location or functional division or group.
- 1.2.2 "Principal" shall mean the administrator of any work location or functional division or group.
- 1.2.3 "Building Representative" shall mean the agent of the Union in any work location or functional division or group.
- 1.2.4 The singular shall include the plural.
- 1.2.5 The masculine shall include the feminine; the feminine shall include the masculine.
- 1.2.6 The term "Board" shall include the Board of Education of Woodbridge Township or its designated representatives.
- 1.2.7. The term "Union" shall include the Woodbridge Township Federation of Teachers or its designated representatives.
- 1.3 Procedures for Arranging Negotiating Sessions**
- 1.3.1 Requests for meetings from the Union will be made to the Superintendent, Assistant Superintendent for Personnel, or Chairman of the Board's Negotiating Committee. Negotiations shall begin not later than the preceding November 1st for the succeeding school year's agreement.
- 1.3.2 Requests for meetings from the Superintendent or the Board will be made to the president of the Union or her/his designee.
- 1.3.3 When a request for a meeting has been made by either party, a mutually convenient date, time and place shall be set within one

- (1) work day of the date of request, such meeting to take place within seven (7) work days.
- 1.3.4 Nothing in this Article shall preclude the parties scheduling meetings in such manner and at such times as may be mutually agreed upon by the parties.
- 1.3.5 Every possible effort shall be made in the meeting, or in subsequent meetings, to attempt to resolve the problem or problems.
- 1.3.6 The location at which all regular and special meetings are held shall be determined at the time of the request for a meeting.
- 1.3.7 Teachers (not to exceed six in number) who, upon request of the bargaining agent, are excused by the Assistant Superintendent for Personnel from their regular teaching assignments for the purpose of attending and/or participating in negotiation sessions with the representatives of the Board, shall suffer no loss of pay and benefits.
- 1.4 **Submission of Proposals for Negotiations**
All proposals or counterproposals of items that either party wishes to submit for negotiations shall be submitted in writing to the other party.
- 1.5 **Conducting Negotiations**
- 1.5.1 Each party shall, upon reasonable request, furnish to the other party any available, pertinent non-confidential reports, statistics and general information concerning the Woodbridge Township public schools.
- 1.5.2 Competent professional and lay representatives or consultants may be used if deemed advisable by either party.
- 1.5.3 During negotiations, the Board and the Union will present relevant nonconfidential data, exchange points of view, and make proposals and counterproposals.
- 1.5.4 Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.
- 1.5.5 Nothing herein shall be construed to prevent any official from meeting with an employee organization for the purpose of hearing the views and requests of members in such unit as long as the majority representative is informed of the meeting and provided that any changes or modifications in terms and conditions of employment, as covered in this Agreement, are made only through negotiations with the majority representatives.
- 1.5.6 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.
- 1.6 **Agreement**
- 1.6.1 Once a written Agreement is adopted by the Union and the Board, it shall constitute a binding, legal and moral commitment on the part of both parties to do everything within their power to secure the execution of the provisions of the Agreement.
- 1.6.2 If a tentative Agreement submitted by the Union is rejected by the teachers of Woodbridge Township, negotiations shall be reopened.
- 1.6.3 If the tentative Agreement is rejected by the Board, negotiations shall be reopened.
- 1.6.4 Except as this Agreement shall hereinafter provide, all terms and conditions of employment applicable in the current school year

shall remain in full force and effect, except that new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the Union before they are established.

ARTICLE 2. LEAVES OF ABSENCE

- 2.1 Death In Family**
- 2.1.1 Up to five (5) days absence without pay deduction will be allowed for death in the immediate family. Immediate family shall mean:
— Husband, wife, children and any other members of the same household.
— Father and mother.
— Sisters and brothers.
- 2.1.2 Up to three (3) days absence without pay deduction will be allowed for death of near relative.
- 2.1.3 Up to five days' absence without pay deduction shall be allowed for the death of a mother-in-law or father-in-law if residence has been out of state. Otherwise, the prevailing practice of three days absence shall apply.
- 2.2 Anticipated Disability/Sick Leave of Absence**
- 2.2.1 Any employee who anticipates disability because of a specific future event, such as pending surgery or other medical procedures, shall report that status to the Board of Education as soon as such employee becomes aware of same. If the anticipated disabling event is childbirth, the employee who becomes pregnant shall notify the Board at least 90 days prior to the expected date of delivery. At the time of notification, the employee shall submit a physician's certificate attesting to the pending disabling condition.
- 2.2.2 Requests for disability/sick leave relating to anticipated disability shall include dates of onset and return from such leave.
- 2.2.3 An employee may request unpaid leave of absence to prepare for an anticipated disabling event, which request must be submitted as soon as possible. Such unpaid leaves are subject to the provisions on unpaid personal leave as set forth herein.
- 2.2.3.1 In the case of pregnancy, the employee, if she so desires, will be granted an unpaid leave to prepare for the birth of her child.
- 2.2.3.2 Employees whose expected date of onset of disability occurs during periods which would be disruptive to the continuity of the educational process, and who do not take unpaid personal leave prior to the disability, shall be subject to being transferred to alternative duty without loss of pay or benefits while so assigned until such time as the disability occurs.
- 2.2.4 The employee who anticipates a specific disabling event and who does not request unpaid leave of absence prior to the anticipated disabling event shall become entitled to applicable sick leave benefits. The Board may require certification of such disability.
- 2.2.4.1 Requests by employees for extension of sick leave benefits shall be governed by law under N.J.S.A. 18A:30-6.
- 2.2.4.2 If the anticipated disabling event is childbirth, the Board shall presume that the pregnant employee becomes disabled for work four weeks before the anticipated date of childbirth at which time

the pregnant employee shall become eligible for sick leave benefits if she does not present a certificate attesting to her ability to work during said four-week period of time. This option is granted only to employees actively employed and not to those employees on unpaid personal leave. If, as a result of the pregnancy, the teacher becomes disabled prior to this four-week period, said teacher may use any sick leave benefits to which she is entitled providing that (1) the teacher's physician provides the Board with a certificate attesting to her inability to continue teaching, and (2) the Board reserves the right to verify the teacher's inability to continue teaching.

- 2.2.5 The Board may require that an employee anticipating a disabling event may be placed on sick leave if the employee's physical condition leads to unsatisfactory performance of assigned duties, and/or the continued performance of those duties impairs the employee's health. Such incapacity must be established by the following: The Board of Education's physician and the teacher's physician agree that the teacher cannot continue teaching.
- 2.2.5.1 If there is a difference of medical opinion between the Board's physician and the teacher's physician, then the two physicians shall agree in good faith on a third impartial physician, who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of physical capacity to continue teaching.
- 2.2.6 If the employee's disability is caused by childbirth and such employee is receiving disability/sick leave benefits, the employee is presumed to be disabled for a recuperative period of four weeks following childbirth, during which time such employee shall continue to receive sick leave pay to which she is entitled under sick leave policy. This applies only to those employees who have been actively employed prior to childbirth and not to those employees who have been out on unpaid personal leave.
- 2.2.6.1 If as a result of pregnancy, an employee continues to be disabled after this four week period, said employee may use any sick leave benefits to which she is entitled providing that (1) the teacher's physician provides the Board with a certificate attesting to her inability to resume teaching, and (2) the Board reserves the right to verify the teacher's disability.
- 2.2.6.2 If the employee whose disability is caused by childbirth wishes to return to her duties prior to the expiration of the recuperative period, she must present medical certification of fitness to the Board. The Board reserves the right to verify her medical certification.
- 2.2.6.3 If the Board of Education's physician and the teacher's physician disagree as to the teacher's fitness, then the two physicians shall agree in good faith on a third impartial physician who shall examine the teacher, and whose medical opinion shall be conclusive and binding on the issue of the teacher's fitness to return to her duties prior to the expiration of the recuperative period.
- 2.2.7 Upon termination of disability an employee is no longer entitled to receive sick leave benefits for that particular disability. Unpaid personal leave for the purposes of recovery following disability

- may be requested and shall be subject to the provisions on unpaid personal leave, as set forth therein under Section 2.3 **et seq.**
- 2.2.7.1 Requests by tenured persons for personal leave prior to childbirth, following childbirth and/or adoption shall be granted for the duration of the school year in which these events occur, plus one additional academic year, if requested by the employee.
- 2.2.7.2 Employees returning from disability/sick leaves of absence shall be governed by the General Provisions Pertaining to Leaves as set forth under 2.12 **et seq.**
- 2.2.8 In no event shall the Board of Education be obligated to extend a non-tenured teacher's leave of absence beyond the contract year for which the teacher is employed.
- 2.2.9 If an employee on personal leave shall become pregnant before the expiration of her leave of absence, she shall be able to apply for a personal leave of absence for pregnancy. The same rules which apply to personal leaves for pregnancy shall apply to the new request for leave of absence for pregnancy.
- 2.2.10 If any employee who has been granted leave of absence for pregnancy has lost her baby by reason of miscarriage, stillbirth, or death of the infant before the expiration of her leave of absence, the employee shall be restored by the Board on her request, as soon as possible, to a position as nearly the same as the position she held when her leave was granted.
- 2.3 Unpaid Personal Leave**
- 2.3.1 The Board recognizes that certain personal situations occasionally occur where an employee seeks absence from work without pay. Where this is not inconsistent with the best interests of the educational process and continuity of instruction, the Board of Education may grant individual unpaid personal leave. Such leave will be granted within the following guidelines:
- 2.3.2 Employees may apply for unpaid personal leave for such purposes as preparation for, or recovery from an employee's physical disability, unique family situations, or the achievement of personal growth goals. Mere convenience or pleasure of the employee shall not be considered as valid reasons.
- 2.3.3 Requests for personal leave shall be addressed in writing to the employee's immediate superior.
- 2.3.4 The request shall be submitted a minimum of 60 days prior to the onset of the requested leave. In cases of emergency, as determined by the Board, such requests may be submitted less than 60 days prior to the onset of the requested leave. Requests for personal leave that grow from emergency situations shall be addressed directly to the Assistant Superintendent for Personnel.
- 2.3.5 The request shall include the reason for the petition and supportive data, in accordance with administrative procedures, as well as the time period for which it is being requested.
- 2.3.6 The Board of Education reserves the right to grant personal leave so that the period of leave will coincide with the established schedule for affected educational activities and other educational concerns.
- 2.3.7 Requests for extension of personal leave received from individuals already on leave will be treated as new requests for new leaves and judged in accordance with this policy. Such requests shall be addressed directly to the Assistant Superintendent for Personnel.

2.3.8 In no event shall the Board of Education be obligated to extend a nontenured teacher's unpaid personal leave of absence beyond the contract year for which the teacher is employed.

2.4 **Sick Leave**

2.4.1 Each person steadily employed by the Board will receive without pay deduction, twelve (12) days leave per year for personal illness which are accumulative and twenty (20) days leave per year for personal illness which are non-accumulative. For example, if an individual has been steadily employed in the school system for five (5) years and had accumulated fifty (50) days leave without pay deduction for personal illness, and now such individual becomes ill for one hundred (100) days, the individual's sick leave days shall be used in the following manner and sequence:

- The twelve (12) accumulative sick leave days allowed for the current school year shall be used;
- The fifty (50) sick leave days which had been previously accumulated shall be used; and
- The twenty (20) non-accumulative sick leave days allowed for the current school year shall be used, at which point the individual is no longer entitled to sick leave days without pay deduction. However, the individual may then request the Board to pay such individual each day's salary less the pay of a substitute in accordance with the provisions of N.J.S.A. 18A: 30-6. The decision as to whether such request will be granted and the extent of any such grant shall be at the sole discretion of the Board.

2.4.2 The total number of sick leave days without pay deduction for personal illness which may be accumulated by an individual while steadily employed in the Woodbridge Township School District is unlimited, except that not more than twelve (12) sick leave days may be accumulated in any one year. For example, if a steadily employed individual is absent from employment due to personal illness for three (3) days in a given year, nine (9) days sick leave only will be added for that year to such individual's total accumulated sick leave days.

2.4.3 The term "steadily employed" as used above means regular, continuous employment for the entire school year. Individuals whose employment is regular and continuous for the entire school year, but whose employment is for less hours daily or for fewer days per week than would be required for full-time employment are deemed to be "steadily employed" and shall be entitled to pro-rata number of sick leave days for personal illness without pay deduction.

2.4.4 Each steadily employed individual who retires under a state administered retirement system after twenty (20) years of service in the Woodbridge Township School District shall be entitled upon retirement after July 1, 1975 to a supplemental compensation payment of eight percent (8%) of the unused portion of accumulated sick leave days credited to such employee as of the last day of employment which shall be known as "Paid Retirement Sick Days". Any such employee credited with "Paid Retirement Sick Days" shall receive upon retirement a lump sum payment in the following manner:

- Ten (10)-month employees will have their "Paid Retirement Sick Days" (total accumulated sick leave x 8%) multiplied by 1/200th of

their final year's salary to arrive at the lump sum payment they are to receive as supplemental compensation upon retirement. For example, if an employee, upon retirement, earned \$15,000 in the last year of employment and had accumulated 100 sick leave days, such employee would receive a lump sum supplemental compensation benefit of \$600, computed in the following manner:

$8\% \times 100 \text{ days (accumulated sick leave)} =$

8 days (Paid Retirement Sick Days).

$1/200 \times \$15,000 \text{ (salary)} = \$75.$

$\$75 \times 8 \text{ days (Paid Retirement Sick Days)} =$

\$600 Supplemental Compensation Benefit.

- Twelve (12)-month employees will have their "Paid Retirement Sick Days" (total accumulated sick leave x 8%) multiplied by 1/240th of their final year's salary to arrive at the lump sum payment they are to receive as supplemental compensation upon retirement.

2.4.4.1 The lump sum supplemental compensation payment for Paid Retirement Sick Days will be paid by the Board no later than August 1 of the school year subsequent to the school year in which the last day of employment was rendered, provided that notification of retirement is given to the Superintendent of Schools on or before December 1 of the school year in which the last day of employment is to be rendered. In the event that timely notice is not given, the lump sum supplemental compensation payment shall still be due and owing. If, however, payment of same presents a fiscal difficulty to the Board, then the Board may delay payment of the supplemental compensation, but in no event may payment be delayed later than August 1 of the year following the August 1 it would have been paid if timely notice had been given.

2.5 **Physician's Certificate**

2.5.1 A physician's certificate must be filed following an absence of five or more successive days because of personal illness.

2.5.2 In the event that a pattern of absence leads an administrator to believe that there has been an abuse of the sick leave policy, the administrative complaint procedure shall be invoked.

2.6 **Unanticipated Absence**

2.6.1 No reduction in pay shall be made for any accumulated sick day to which a teacher is entitled, except as may be delineated elsewhere in this contract.

2.6.2 Teachers shall give the administration two hours notice of intended absence, except in cases where such notice is impossible.

2.7 **Military Leave**

2.7.1 Military Leave will be granted to staff members in accordance with the applicable laws of the State of New Jersey pertaining to employees of school districts.

2.7.2 Any teacher who shall enter the active military service of the United States shall be granted leave of absence without pay for the period of such service. Teachers returning from such service shall be reemployed after termination of such leave of absence if such teacher has been honorably discharged from such service. Teachers returning from military leave must notify the Personnel

- 2.7.3 Office sixty (60) days prior to discharge.
For the purpose of determining the appropriate step on the salary scale upon which such an individual is to be placed, teaching service prior to the leave of absence and subsequent to his return to employment shall be considered as continuous service as though the same had not been interrupted by military leave; provided, however, that a maximum of four (4) years' credit for military service for the purpose of determining the appropriate step on the salary guide shall be granted to any teacher.
- 2.7.4 A teacher's eligibility for benefits, including unused accumulated sick leave and credits toward sabbatical eligibility, shall not be affected by a military leave of absence as provided for in this article. For this purpose, the teacher's service prior to leave of absence and subsequent to his return to employment shall be continuous service as though the same had not been interrupted by military leave.
- 2.8 Sabbatical Leave**
- 2.8.1 Sabbatical leaves may be granted for the basic purpose of helping to improve the competence of personnel who have received the leaves, and thereby to help improve the quality of instruction throughout the township. In no way is this to be interpreted as a reward, remuneration, or compensation, or a type of terminal leave.
- 2.8.2 Definitions**
- 2.8.2.1 "Teacher" for this plan means any teacher with permanent certification employed by the Board of Education, and under tenure.
- 2.8.2.2 "Service" means active full-time employment in the public schools of Woodbridge Township.
- 2.8.3 Sabbatical leaves will be granted for full-time graduate study with an accredited institution for the duration of the leave, or for traveling which is in conjunction with an educational program of an accredited college or university.
- 2.8.4 Requirements for Application**
- 2.8.4.1 Formal application must be made on a form provided by the Superintendent's office.
- 2.8.4.2 Minimum of seven (7) years of continuous service.
- 2.8.4.3 Each recipient of a leave must agree to serve a minimum of two (2) years of service within the system after his return from the sabbatical.
- 2.8.5 Benefits**
- 2.8.5.1 Full year leave at 60% of the annual salary.
- 2.8.5.2 Retention of all rights, such as tenure, pension, increments, hospitalization, etc.
- 2.8.5.3 All applications must be completed in full detail listing the purpose of leave, institution at which the study is to be taken, etc.
- 2.8.5.4 All applications shall receive written notice from the Superintendent's office indicating either acceptance or rejection within one week after the final adoption of the budget, but not later than April 15th.
- 2.8.5.5 If a sabbatical is interrupted by a serious accident or illness causing the candidate to drop out of the approved sabbatical program, the teacher shall be eligible for sick leave benefits commencing with the date of disability. Sick leave benefits shall

be based on full salary pursuant to the sick leave provision as shown in this contract under 2.4 **et seq.**

- 2.8.5.5.1 The Administration shall be notified of the accident or illness in writing within ten days of the occurrence with a statement from a licensed physician stating the nature and extent of the illness or accident.
- 2.8.5.5.2 Should the employee's condition improve so that s/he is fully recovered and the recovery is certified by a licensed physician, the employee shall return to full-time teaching status, assigned by the Superintendent to the nearest appropriate position to that which s/he had before the sabbatical began until the new school year at which time s/he will be given an appropriate position as set forth in the Sabbatical Leave section of this contract under 2.8.9.
- 2.8.6 Application**
- 2.8.6.1 Application forms are to be obtained from the Superintendent's office, but are to be returned by way of the building principal or supervisor, whichever applies. The applicant shall be required to agree to comply with all the provisions of this resolution or any amendment thereof.
- 2.8.6.2 Applications for a full year leave must be completed by December 1st of the year preceding the school year in which the leave is granted.
- 2.8.6.3 If an application is disapproved and the teacher wishes to apply again the following year or at any other time, a new application must be filed with the Superintendent's office.
- 2.8.6.4 Any changes in the use of sabbatical time after the application has been approved must be sent in writing to the Superintendent's office.
- 2.8.7 Once the leave is granted, such persons do not again become eligible for a sabbatical leave until the minimum time, seven (7) years, has again elapsed.
- 2.8.8 Upon return from a sabbatical leave, each person must guarantee a minimum of two (2) years service. In the event said person does not complete two (2) years minimum service, said person shall repay to the Board all monies received from the Board during the leave period. (Exceptions to this may be made upon recommendation of the Superintendent for such reasons as serious illness or other extenuating circumstances.)
- 2.8.9 Teachers returning from sabbatical leave shall be placed in the same position and the same school in which they were previously teaching if such a position continues to exist.
- 2.8.10 At the time of leave, the replacement teacher will be notified that the assignment of the replacement teacher in the position is subject to the rights of the teacher on leave.
- 2.8.11 If granted a leave, no other full-time position will be taken during this time for the purpose of earning money. (Exceptions: grants or awards given by a college or foundation.)
- 2.8.12 Restrictions or Limitations**
- 2.8.12.1 Effective 1978-79 school year, a minimum of two (2) sabbaticals per year shall be granted if there are:
- Qualified candidates as determined according to Article 2.2.8.13; and
 - Funds are available as determined by the Board.
- 2.8.12.2 Persons granted leaves for study shall be required to file

transcripts with the Superintendent of Schools upon returning to the system.

2.8.13 Selection of Applicants

2.8.13.1 The following factors will be considered in determining recommending approval of sabbatical leaves:

- Worthiness of Proposed Purpose.
- Seniority.
- Availability of competent replacement.
- The number or percentage selected from a particular building.

2.8.13.2 Where the number applying appear to have identical qualifications, the following factors also must be taken into consideration:

- Evidence of prior interest in self-improvement.
- Evidence of teaching interest and dedication to the profession.

2.8.13.3 The Superintendent may use the above listed criteria as well as other factors in selecting candidates. S/he may, at her/his discretion, appoint a screening committee to assist.

2.8.14 Salary Payments

2.8.14.1 All regular salary deductions, such as taxes, pension funds, etc. will be deducted from the payments received by the teacher. In accordance with the rules and regulations of the Teachers' Pension and Annuity Fund (52.5), the pension deduction, based upon the full contractual salary received at the time the leave is begun, shall continue for the duration of the leave.

2.8.14.2 Before leaving for the sabbatical leave, the teacher will notify the Superintendent's office in writing where the checks should be sent.

2.8.14.3 Teachers granted sabbatical leaves shall be paid 60% salary less the deduction for taxes, pensions, etc. for all regular pay periods established by the Board of Education.

2.8.15 The final decision in granting of a sabbatical shall be by the Board of Education on recommendation of the Superintendent, and the action of the Board shall be by resolution approving the individual and the leave.

2.8.16 Sabbatical leaves may be granted to the members of the nursing staff under the same conditions and limitations prescribed for members of the instructional staff.

2.9 Transfer of Sick Leave

Under the provisions of Chapter 177 of the Laws of 1967, any person employed by the Board of Education to commence initial services on or after September, 1967, who has an unused accumulation of sick leave days from another school district in New Jersey, shall be granted a maximum of ten (10) days sick leave credit, provided proof of such accumulated sick leave is furnished to the Board of Education within two (2) months of the date of actual employment.

2.10 Personal Days

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

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

vacation.

- That any of the instructional staff or nursing staff desiring to be absent for personal reasons are to advise the principal of the building to which they are assigned at least two school days in advance of the time that they will be absent for personal reasons. Members of the nursing staff shall also notify the Supervisor of Nurses at least two days prior to the date that they will be absent for personal reasons.

2.10.1.1 Special teachers are to advise the supervisor of the department to which they are assigned at least two school days before such absence.

2.10.1.2 In case of emergency, the two day notification requirement for personal leave is waived.

2.10.2 Teachers requesting personal leave shall do so on a form designated for this purpose (See Exhibit #4). Copies of the request for personal leave shall be forwarded to the Assistant Superintendent for Personnel, and records of such requests shall be kept in each teacher's central personnel file.

2.11 Other Leaves

2.11.1 The Board of Education may grant a leave of absence to any member of the instructional staff having tenure of service under the provisions of sections 18A:30-6 to 18A:30-7 of the revised statutes of New Jersey. A leave of absence will not be granted to any member of the instructional staff not protected by tenure.

2.11.2 Absence without pay deduction will be allowed under the following conditions:

- When necessary to comply with a subpoena or summons.
- For professional visitations, educational conferences and conventions when approved by the principal and the Superintendent of Schools.

2.11.3 The Board of Education agrees to grant a leave of absence without pay to the president of the Union or her/his designee, providing s/he is under tenure, for the purpose of performing duties for the Woodbridge Township Federation of Teachers. There shall be no loss of seniority or any other right available to her/him under the law or the terms of this Agreement because of such leave of absence. Any employee granted such leave of absence shall have the right to be maintained, on the same basis as all continuing employees, in any employee welfare plans available to Board employees for hospital costs, medical-surgical benefits, major medical insurance and any other such benefits upon regular payment on his behalf to the office of the Board Secretary of amounts sufficient to cover the cost to the Board for continued participation in such employee welfare plans provided the Board's insurers will permit it.

2.11.4 Teachers intending to enroll in prior-approved summer school courses as defined below shall request permission of the Superintendent or her/his designee 25 days before such enrollment. If such permission is granted, it shall be understood that the teacher shall be excused for not more than five (5) days during the last scheduled week of the school year to attend all sessions of the summer school.

2.11.4.1 For purposes of this section, a summer school course shall be defined as "A district approved course of instruction in an

approved institution of higher education which begins before the end of this district's school year and generates one or more course credits."

- 2.11.4.2 Teachers who have obtained prior approval for enrollment in summer school courses as defined above in 2.11.4.1, and have obtained approval to be excused for no more than five (5) days during the last scheduled week of the school year, will be paid the difference between their regular pay and what is paid the substitute for each day of their absence.
- 2.12 **General Provisions Pertaining to Leaves**
- 2.12.1 Teachers returning from official leaves of absence on the first day of the school year in September shall be placed in their previously held position, where administratively feasible.
- 2.12.1.1 When this is not feasible, the returning employee shall be assigned to a position as nearly the same as his or her regular position prior to the commencement of leave.
- 2.12.1.2 If no appropriate position exists, the provisions of New Jersey Administrative Code 6:3-1.10 may be implemented.
- 2.12.1.3 Teachers returning at times other than September shall be given a position similar to the position previously held.
- 2.12.1.4 At the time a replacement teacher is hired, s/he shall be informed that the position s/he is being hired to fill is subject to the rights of the teacher on leave.
- 2.12.2 A teacher returning from a leave of absence shall receive the same salary increment as those teachers within the system who have the same number of years of teaching experience in the schools of Woodbridge Township, and where applicable, equivalent credit for prior teaching experience and/or military service.
- 2.12.3 The Board of Education will make available to each teacher an annual accounting of accumulated sick leave by September 30th.
- 2.12.4 The Board of Education will allow up to four years credit on the salary guide for teachers who have taken leave for military service, the Peace Corps, or the VISTA program.
- 2.12.5 In cases of absence of any teacher from duty without leave as provided above, such teacher shall receive no pay during such absence. The deduction of such absence shall be calculated at one two-hundredths of the annual salary for each school day of such absence.

ARTICLE 3.

WORKING CONDITIONS AND WORK YEAR

- 3.1 The parties recognize the authority and duty of the Board of Education pursuant to New Jersey law to promulgate a school calendar.
- 3.2 The following shall be the staff work year:
 - 3.2.1 180 instructional days
 - 3.2.2 One five-hour in-service workshop day.
 - 3.2.3 One teacher planning day prior to the start of school.
 - 3.2.4 One orientation day for new teachers as set forth in the exhibits below.

WOODBRIIDGE TOWNSHIP PUBLIC SCHOOLS
1977 - 1978 SCHOOL YEAR

SEPTEMBER (15)

M	T	W	T	F
5	6*	7△	1	2
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER (20)

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER (17)

M	T	W	T	F
7	8	9	10	11
14	15	16	17	18
21	22	23△	24	25
28	29	30		

DECEMBER (27)

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23△
26	27	28	29	30

JANUARY (20)

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

August, 1977
31 New Teacher Orientation

September, 1977
5 Labor Day
6 Faculty Meetings
7 Schools Reopen
13, 14 Rosh Hashanah
22 Yom Kippur

October, 1977
10 Columbus Day

November, 1977
8 Election Day
10, 11 N.J.E.A. Convention
11 Veteran's Day
24, 25 Thanksgiving Holidays

December, 1977
25-30 Christmas Holidays

January, 1978
2 New Year's Day
16 Martin Luther King's Birthday

February, 1978
13 Lincoln's Birthday
20 Washington's Birthday

March, 1978
24-31 Easter Holidays

May, 1978
29 Memorial Day

June, 1978
20 Last Day of School
Scheduled Instructional Days - 180

(Any snow days taken will be made up at the end of the school year)

- Holidays & Vacations
- △ Early dismissal - An instructional day of 4 hours duration
- ◇ Teachers' Workshop (5 hrs.) (None scheduled this year)
- Non-School Day - Pupils Non-Work Day - Teachers

* Pupils excused

FEBRUARY (28)

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH (17)

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL (20)

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY (22)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE (14)

M	T	W	T	F
		1	2	
5	6	7	8	9
12	13	14	15	16
19	20△	21	22	23
26	27	28	29	30

WOODBRIIDGE TOWNSHIP PUBLIC SCHOOLS

1978 - 1979 SCHOOL YEAR

SEPTEMBER (18)

M	T	W	T	F
				1
4	5*	△*	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER (18)

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER (16)

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER (16)

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JANUARY (21)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August, 1978
30 New Teacher Orientation

September, 1978
4 Labor Day
5 Faculty Meetings
6 Schools Reopen

October, 1978
2, 3 Rosh Hashanah
9 Columbus Day
11 Yom Kippur

November, 1978
7 Teachers' Workshop
2, 3 N.J.E.A. Convention
7 Election Day
23, 24 Thanksgiving Holidays

December, 1978
25-29 Christmas Holidays

January, 1979
7 New Year's Day
15 M. L. King's Birthday

February, 1979
12 Lincoln's Birthday
19 Washington's Birthday

April, 1979
15-20 Easter Holidays

May, 1979
28 Memorial Day

June, 1979
20 Last Day of School
Scheduled Instructional Days - 180
(Any snow days taken will be made up at the end of the school year.)

- Holidays & Vacations
- △ Early Dismissal (Minimum of 4 hours of instruction)
- ◇ Teachers' Workshop (5 hrs.)
- Non-School Day - Pupils Non-Work Day - Teachers
- * Pupils excused

FEBRUARY (18)

M	T	W	T	F
				1
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

MARCH (22)

M	T	W	T	F
				1
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

APRIL (15)

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

MAY (22)

M	T	W	T	F
				1
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

JUNE (14)

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

3.3 Elementary and Secondary Schools

- 3.3.1 The Board and the Union express their mutual concern for the establishment of pupil-teacher ratios consistent with sound educational principles. The Board therefore agrees to exert every effort to improve pupil-teacher ratios and to further reduce class size consistent with the availability of suitable facilities.
- 3.3.2 However, where any ratio may be referred to, that fact shall not in any event relieve a teacher of his responsibility to teach a class of the number of pupils assigned to said teacher.

3.4 Elementary Level

- 3.4.1 Elementary teachers shall report to their assigned stations not later than 8:40 a.m., and shall commence their teaching duties at 8:50 a.m.
- 3.4.2 The first bell for students shall ring at 8:45 a.m.
- 3.4.3 Elementary teachers are herein guaranteed a lunch period of not less than fifty (50) minutes.
- 3.4.4 Classes shall terminate no later than 3:15 p.m., except where cafeteria procedures require dismissal at 3:00 p.m.
- 3.4.5 Each elementary teacher shall be guaranteed five (5) preparation periods per week.
- 3.4.6 The elementary school teachers shall be supported by specialists so that art, music, and physical education are taught by specialized personnel.
- 3.4.7 Vocal music teachers shall be granted the same number of preparation periods as elementary classroom teachers.
- 3.4.8 Where physically and administratively possible, a music room should provide the following:
- A piano necessary for instruction
 - Adequate storage for equipment
 - A blackboard
 - A bulletin board
 - A tape recorder
 - A phonograph
- 3.4.9 The Board of Education shall provide vocal music instruction for special education classes at the elementary school level.

3.4.10 Non-teaching duties

- 3.4.10.1 In order to permit teachers to maintain professional competency and efficiency, the Board will continue to relieve teachers of non-professional chores and duties in such areas as lunchroom, media and library clerical duties, and graphic arts clerical duties. Elementary teachers shall not be required to perform lunchroom or playground duty.
- 3.4.10.2 Teacher aides shall be used mainly for the relief of teachers and not generally to relieve clerical or administrative staff members of their duties. A schedule of assignments of teacher aides shall be posted in the school office available to teachers.
- 3.4.10.3 Teachers assigned to bus duty will be relieved of a homeroom assignment.

3.4.11 Parent Conference Days

- 3.4.11.1 There shall be six (6) elementary parent conference days.
- Three (3) shall be scheduled from 1:30 p.m. to 3:30 p.m.
 - Three (3) shall be scheduled from 7:00 p.m. to 9:00 p.m.
- 3.4.11.2 On all parent conference days students shall be dismissed no later than 1:00 p.m.

- 3.4.12 A pool of substitute teachers will continue to provide coverage of classes of absent teachers at the elementary level. Coverage due to the sudden illness of teachers, or other emergency, shall be exempt from coverage requirements.
- 3.4.13 Elementary class lists shall be provided by the school principal prior to the last day of school with the understanding that these lists may be revised prior to the opening day of school. Copies of these lists shall be made available to the school nurse and all special area teachers at the same time.
- 3.5 Secondary Level**
- 3.5.1 Senior high school teachers shall report to their assigned stations no later than 7:45 a.m.
- 3.5.2 The first bell for students shall ring at 7:50 a.m.
- 3.5.3 Senior high school teachers are herein guaranteed a duty-free lunch period equal to that of the students.
- 3.5.4 Classes shall terminate no later than 2:35 p.m.
- 3.5.5 Junior high school teachers shall be on duty at their assigned stations at 8:40 a.m.
- 3.5.5.1 The daily program shall be developed in each school by the administration and liaison committee based upon the facilities and conditions existing in each school. The last class shall terminate at 3:30 p.m.
- 3.5.5.2 No programmed class or homeroom shall be scheduled after this time. Whenever the local situation indicates that a daily schedule of 8:30 a.m. to 3:20 p.m. would be in the best interest of the school system, the Superintendent may grant special permission to institute such a schedule.
- 3.5.6 Every secondary teacher shall be guaranteed at least five preparation periods per week.
- 3.5.7 Teacher preparation periods shall be generally used for the following purposes at the teachers' discretion:
- Planning lessons
 - Grading-evaluating papers
 - Completing required reports
 - Working on curriculum projects
 - Preparing equipment and materials for class
 - Taking reasonable rest periods
 - Study and professional reading
 - Conference with staff and/or parents
 - Observing other teachers, with that teacher's permission
 - Providing extra help to pupils
- 3.5.8 A secondary teacher shall not teach more than (2) subject areas nor more than three (3) preparations during any semester. In the event that this is not possible, the teacher shall be relieved of any duty prior to the first class period as well as homeroom.
- 3.5.9 Departmentalized teachers shall not be required to teach more than three consecutive classes without either a lunch break or a preparation period with the exception of teachers of home economics, industrial arts, laboratory sciences, and art.
- 3.5.10 No secondary teacher shall be assigned more than twenty-five class periods and five assigned periods per week (exception - driver education teachers), except that up to thirty (30) class periods per week with a corresponding reduction of assigned periods may be assigned with the approval of the teacher involved.

- 3.5.11 Teachers of secondary English classes shall have a teaching load not to exceed 130 pupils. This may be modified for educational purposes only as it may apply to large group instructional programs, team-teaching and approved experimental programs.
- 3.5.12 Late buses shall leave each secondary school at least one hour after dismissal so that students may have a better opportunity to utilize the school library, and to allow greater participation in extra-curricular and athletic activities.
- 3.5.13 With due consideration by teachers of their legal responsibility for safety and welfare of pupils, teachers no longer need perform the following:
- Junior High School - ninth grade teachers will not be required to escort their classes to the cafeteria.
 - Senior High School teachers will not be required to escort their classes to the cafeteria.
- 3.6 General Provisions Relating to Elementary & Secondary Levels**
- 3.6.1 The teachers shall be responsible for the issuing of district safety glasses and the wearing of same by students in shops and laboratories, and advising all adults who may enter their shops or laboratories that safety glasses are required.
- 3.6.2 Members of the Faculty Liaison Committee in each school shall be nominated in an open meeting of the faculty each September.
- 3.6.2.1 The Liaison Committee shall consist of not less than three, or more than eight members of the teaching staff in each school.
- 3.6.2.2 A ballot shall be prepared by a member of the clerical staff under the joint supervision of the principal and a representative of the Union. Within one week after nomination, a secret ballot election shall be conducted under the joint supervision of the principal and a representative of the Union.
- 3.6.2.3 The Superintendent of Schools shall be sent copies of the minutes of the meetings from each building.
- 3.6.3 Teachers will not be required to make written excuses for an occasional tardiness. Habitual lateness is not herein condoned and should be discouraged through conferences with the appropriate administrative authority. In no case shall this function be delegated to a clerk or secretary.
- 3.6.4 Teachers shall not be required to collect premiums for student insurance, to prepare lists therefor or in anyway subsidize the operation of an insurance company. Teachers, however, shall distribute the necessary forms for implementation.
- 3.6.5 Audio-visual coordinators in secondary schools shall have their teaching load reduced by at least one class per day and they shall be free of other duties during the homeroom period.
- 3.6.6 Teachers may leave the school building during their lunch periods and with administrative permission during their preparation periods. If the administrator or his designee is not available to grant prior permission, an appropriate form (see Exhibit #5) will be completed by the teacher leaving the building and the completed form shall be filed with the administrator's secretary.
- 3.6.7 Teachers, prior to June 15th of each year, shall be notified of the following:
- Subjects to be taught.
 - Grade of subject to be taught.
 - Any special or unusual classes teachers will be required to teach.

- Grade level and special nature, if any, of the regular classes. Where changes in personnel, or illness, make an exception to the above necessary, teachers affected shall be notified in writing forthwith.
- 3.6.8 All professional members shall satisfactorily complete all items on their annual clearance forms prior to receiving their final paychecks for the school year.
- 3.6.9 No monies shall be withheld from any teacher's salary for any reason not specifically delineated elsewhere in this contract or in the state and/or federal statutes.
- 3.6.10 The principal or his designee shall make available to teachers a master list of supplies ordered at the beginning of each school year. Teachers will be informed of deliveries as soon as possible after their arrival.
- 3.6.11 A minimum of two telephone lines into each school (where there is no service by a switchboard) will be provided, with an extension of one into the nurse's office.
- 3.6.12 Nurses shall follow the same procedure as teachers for reporting absence due to illness.
- 3.6.13 The Board affirms that additional substitutes for nurses have been provided by increasing the substitute list.
- 3.6.14 Arrangements shall be made to allow teachers who so desire to have automatic payroll deductions of savings for a credit union. The Union will submit "authorization cards" to the payroll department or Board Secretary by September 30th. The Board shall have sixty (60) days thereafter to computerize the deductions.
- 3.7 Field Trips**
- 3.7.1 Curriculum-related field trips shall be approved by the principal who shall be governed by the following guidelines to permit such field trips:
- When a field trip lasts for the entire school day, the Board shall provide a qualified substitute for classes not participating on the trip.
 - When a field trip lasts for less than a full day, class coverage will be provided at Board expense.
- 3.8 Teacher Protection**
- 3.8.1 Teachers and the Board agree that differences exist from building to building and child to child. Allowances shall be made to take individual differences into account.
- 3.8.2 The teacher shall bring to the attention of the school administration any situation, occurrence or condition coming to his attention which may require attention, or which may indicate development of undesirable behavior or attitudes.
- 3.8.3 The Board affirms that it will cooperate fully in providing a classroom atmosphere which is conducive to teaching and learning.
- 3.8.4 Teachers shall have the positive assistance from and support of the building administration with the discipline of pupils in a firm and fair manner in order that teachers may perform their responsibilities within a proper instructional atmosphere.
- 3.8.5 A pupil who is habitually disruptive shall be referred to the administration who shall make necessary arrangements for the use of the guidance counselor and the child study team. Priority of

service from the psychologist, the learning disability teacher consultant and/or the social worker shall be made available. A report from the child study team shall be submitted to the building principal within three weeks of the referral. A conference at the building level with the professional staff involved shall be called by the principal within three (3) days after receiving the report for review and recommendation.

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

compensable under New Jersey Workers Compensation Laws, and caused by an assault arising out of and in the course of her/his employment, shall be paid her/his full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Workers Compensation award for temporary disability due to the said assault or injury for the period for which such salary is paid. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing her/his duties; and, in the event that there is no adjudication in the appropriate Workers Compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.

3.8.13 When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.

3.9 Building Level Implementation

3.9.1 The principal of each school shall meet with the Union Building Representative at the request of either party to discuss school operation and questions relating to the implementation of this Agreement.

3.9.1.1 Proposed changes in existing policies and procedures and new policies and procedures for that school relevant to this Agreement shall be subject for discussion at such meetings.

3.9.1.2 Policies adopted or maintained by any principal shall not be inconsistent with the terms of this Agreement.

3.10 Assignments of Teachers

3.10.1 Teachers initially joining the Woodbridge Township School District shall receive their school building(s) assignment from the Superintendent's Office.

3.10.2 Teachers already in the system shall receive notification of their assignments in writing for the ensuing school year not later than June 15th of the current school year.

3.10.3 Teachers may leave the building at the end of the school day as soon as all buses have cleared the school grounds unless requested to remain for teacher meetings, in-service training programs, extra help for pupils and/or parent conferences, and except in emergencies, teachers shall be given at least two days notice prior to such meetings and conferences. Pupils and parents are encouraged to seek help and assistance at a time that is mutually acceptable.

3.10.4 Except in genuine emergencies, as determined by the appropriate administrator, there shall be a maximum of two faculty meetings per month.

3.10.4.1 At least two days advance notice shall be provided for regularly scheduled meetings.

3.10.5 Evening Duties:

3.10.5.1 Duties which teachers are required to perform outside the school day shall be equally distributed and, with the exception of parents' night, no teacher shall be required to perform more than two per year.

3.10.6 Summer School

- 3.10.6.1 Notice of anticipated summer school positions shall be posted by May 15 of each school year, affording each teacher the opportunity to apply for appointment.
- 3.10.6.2 The Board retains the right to appoint teachers from within or without the District to summer school positions with the understanding that all applications for summer school employment from current employees shall be considered by (1) acknowledgment in writing, and (2) interviews.
- 3.10.6.3 Effective July 1, 1978 compensation for summer school teaching shall be at the rate of \$8.00 per hour.

**ARTICLE 4.
EDUCATIONAL IMPROVEMENT**

4.1 Teacher Files

- 4.1.1 Official teacher files shall be maintained in accordance with the following procedures:
 - No material related to a teacher's conduct, service, character or personality shall be placed in the file unless it is signed by the person submitting the information.
 - The teacher shall be given the opportunity to acknowledge that s/he has read such material by affixing her/his signature on the actual copy to be filed with the understanding that such signature merely signifies that s/he has read the material to be filed and does not necessarily indicate agreement with its content.
 - A teacher's refusal to sign will be noted by an administrator and a witness.
 - The teacher shall have the right to answer any material filed and her/his answer shall be attached to the file copy.
 - Each teacher shall have the opportunity to examine her/his personnel file.
 - Pursuant to an arbitrator's decision issued October 27, 1976, reasonable arrangements for the purpose of examining personnel files shall be made mutually by the Board/Administration and the Federation so that the Administration will not be overwhelmed by a deluge of teachers seeking simultaneously to examine their files.
 - The teacher shall have the opportunity to remove unsigned materials from her/his personnel file.
 - The right to remove unsigned materials shall not pertain to evaluations on which the evaluator's name was stamped or typed.
 - The teacher shall indicate in a writing to be placed in her/his file that s/he has examined same.
 - Only those personnel who have an official right and reason for doing so may inspect a teacher's file.
 - Administrators shall continue to place in teachers' files information of a positive nature indicating competencies, achievements, performances or contributions of an academic, professional or civic nature. Any such material received from concerned, responsible outside sources shall also be included in the teachers' files.
 - The teacher shall have the right to add to her/his file any additional information and material of an academic, professional or civic

school year if the adopted textbook is expected to be available by September 1st of the school year.

4.9.4 Textbooks for all levels and all grades should not be collected prior to three (3) days before the end of the school year nor before the last final examination from any subject or curriculum experience area.

4.9.5 Pilot projects should be encouraged. However, funds for the initial and/or the continuation of the program should be taken from a pilot project section of the general textbook account. Funds for the pilot projects should be in addition to the regular school allotment for textbooks.

4.10 Professional Growth

4.10.1 Teachers are encouraged to join professional organizations of their choice.

4.10.2 All teachers holding permanent or regular certification shall be eligible for tuition reimbursement. Reimbursement will be made under the following conditions:

- Approval of the course to be taken must be obtained from the Office of the Assistant Superintendent for Personnel, prior to starting the course.

- Courses taken must be part of a planned program leading to a definite educational objective related to the assigned position of the applicant, or the courses must be directly related to the individual's professional needs as determined by his assigned position.

- All courses eligible for tuition reimbursement must be successfully completed.

- Tuition reimbursement shall be limited to a maximum of \$425 per person per fiscal year.

- Official transcripts for all reimbursable courses must be filed in the office of the appropriate director by October 15 for payment in November; by March 15 for payment in April and by July 15 for payment in September.

4.10.3 All work for salary credit shall be classified in one of two ways:

- Professional courses in the field of education, not to exceed one-third of total credits earned (12 credits maximum).

- Content courses in the field to be taught or a related field, not to exceed two-thirds of total credits earned (20 credits maximum).

4.11 Curriculum Workshops

4.11.1 Curriculum workshops may be established by the Administration for the purpose of continual improvement of the instructional program.

4.11.2 Teachers shall be selected by the Superintendent of Schools, and/or his designee, for all workshops, based upon their recognized skills and areas of assignment as well as the need for developing a balanced team for the project.

4.11.3 Workshops may be held on Saturdays, in summer months or during scheduled recess holidays.

4.11.4 A workshop may be scheduled during the regular school day, providing the specific situation warrants it, and the Superintendent of Schools recommends it to the Board of Education, which must give final approval.

4.11.5 It shall not be mandatory for a teacher to accept a position in a workshop. However, teachers agree that participation, or lack of

participation, may be a factor with the teacher's assignment as it relates to the goals and/or purposes of the workshop and its results.

4.11.6 Teachers shall be compensated at the rate of \$7.50 per hour for approved workshop time when scheduled on other than a regular school day

4.11.7 Professional staff members with permanent certification may apply toward salary schedule credit approved District-sponsored in-service courses which do not offer college or university credit. Staff members with a Bachelor's degree and certification may apply such credits toward the Bachelor's degree plus 32 hours. Those with a Master's Degree and certification may apply such credits toward the Master's plus 32 hours salary schedule. In order to receive salary schedule credit, the professional staff member must have successfully completed the course, have attended at least 80% of the total sessions and have demonstrated satisfactory growth through participation and contributions to the course.

4.11.8 In-service education is to be defined as any approved professional study, course of study, curriculum, workshop, lectures or committee work in/or sponsored by the Woodbridge Township School District which will contribute to the improvement of the assignment in which the professional personnel are involved. Such courses are intended for the improvement of the educational program in the District, and, therefore, the best qualified instructors obtainable both in the District and from outside agencies will be sought.

4.11.9 Schedule of Maximum Credits for Approved In-Service Credit:

4.11.9.1 Planned In-Service Courses:

- Five (5) two-hour sessions 1 credit
- Ten (10) two-hour sessions 2 credits
- Fifteen (15) two-hour sessions 3 credits

4.11.9.2 Curriculum Study Committees:

- Ten (10) two-hour sessions 1 credit
- Twenty (20) two-hour sessions 2 credits

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

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

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

- Instructor \$30.00 per session
- Coordinator \$15.00 per session

ARTICLE 5.
GRIEVANCE PROCEDURE

- 5.1 Grievances arising out of the provisions of this Agreement shall be governed by the following:
- 5.1.1 A grievance shall mean a complaint by any employee (A) that there has been as to her/him a violation, misinterpretation or inequitable application of any of the provisions of this agreement between the Federation and the Board of Education or (B) that insofar as matters covered by the agreement s/he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply (1) to any matter as to which the Board of Education is without authority to act, or (2) to the complaint of a non-tenure teacher or a non-tenure appointment of a tenured teacher, which arises by reason of her/his not being reemployed or reappointed to the non-tenure position.
- 5.1.1.1 As used in this article, the term "employee" shall also mean a group of employees having the same grievance, or the Union. A grievance to be considered under this procedure must be initiated by the employee within 30 calendar days of its known occurrence.
- 5.1.2 A teacher with a grievance shall first discuss it with her/his immediate superior either directly or through the Union's designated representative with the objective of resolving the matter informally.
- 5.1.3 If the teacher submitting the grievance is not satisfied with the disposition of her/his grievance after having discussed it with her/his immediate superior, or if no decision has been rendered within five school days after presentation of the grievance, s/he may file the grievance in writing with the Union. The Union may submit the grievance within five school days to the Superintendent of Schools.
- 5.1.4 If the person submitting the grievance is not satisfied with the disposition of her/his grievance by the Superintendent, or if no decision has been rendered within ten school days after the grievance was delivered to the Superintendent, s/he may request in writing that the Union submit the grievance within 15 school days to the Board of Education. The Board or a committee thereof shall review the grievance and shall hold a hearing with the employee and render a decision in writing within 15 calendar days of receipt of the grievance by the Board or the date of the hearing with the employee, whichever comes later.
- 5.1.5 If the grievant is not satisfied with the decision of the Board, the Union may appeal the decision to binding arbitration. Notice of a demand for binding arbitration shall be filed with the American Arbitration Association within thirty (30) calendar days of the last appropriate date for a decision to be rendered by the Board, with copy of such notice to be sent to the Board of Education.
- 5.1.6 Binding arbitration shall take place when requested after action by the Board of Education. The following procedure will be used to secure the services of an arbitrator:
- Either party may request the American Arbitration Association, in accordance with its rules, to submit a list of persons qualified to function as an arbitrator in the dispute in question.

- Either party may request a second list of arbitrators if the first list is unsatisfactory. In the event that no arbitrator is selected from the second list, the American Arbitration Association shall designate an arbitrator in accordance with its rules. The parties will arrange to have arbitration meetings held at times which will not interfere with normal operation of the schools whenever possible.
- 5.1.7 The arbitrator shall limit her/his recommendations strictly to the application and interpretation of the provisions of this agreement and s/he shall be without power or authority to make recommendations contrary to or inconsistent with the terms of the Agreement or of applicable law, rules or regulations having the force and effect of law.
- 5.1.8 The recommendation of the arbitrator shall be binding. Only the Board and the aggrieved and her/his representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitrator's hearings.
- 5.1.9 The arbitrator's fee shall be shared equally by the Board and the Union.
- 5.1.10 The Board agrees that it will apply to all substantially similar situations the decision of the arbitrator, which it has accepted sustaining a grievance which is substantially similar to a grievance denied by the decision of the arbitrator.
- 5.1.11 Any aggrieved person may be represented at all levels of the grievance procedure by her/himself or, at her/his option, by a representative selected or approved by the Union, except that this provision shall be limited by 5.1.5 of this Article.
- 5.1.12 When a teacher is not represented by the Union, the Union shall be notified of the time, date and place of hearing at least 72 hours prior to the hearing, have an opportunity to be present at its option, and may present its views or appeal that disposition of the grievance at the administrator or Board Level.
- 5.1.13 A notice of hearing at each step and a copy of the written decision at each step shall be mailed to the administrators involved and to the Union. Whenever the Union appears with an aggrieved employee, at the same time and in the same manner, a copy of the said notice or decision is required to be sent to the aggrieved employee. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall an employee be placed in jeopardy or be the subject of reprisal or discrimination for having followed this grievance procedure.
- 5.1.14 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.
- 5.1.14.1 When hearings are during school hours, all such employees who are present at the hearing shall be excused for that purpose with pay and benefits.
- 5.2 The Union accepts the responsibility to see that its members adhere to the procedure if they feel that policy has been misinterpreted, misapplied, or not followed.
- 5.3 The Board accepts a similar responsibility to see that

administrators do not misinterpret, misapply, or neglect to follow policy.

**ARTICLE 6.
RIGHTS, RESPONSIBILITIES, AND DUTIES
OF THE BOARD AND UNION**

- 6.1 The Board and the Union agree to protect the integrity of this agreement to the fullest extent permitted by law.
- 6.2 The Board agrees to allow a designated, regular staff member of the Federation or an off-duty teacher representative of the Federation to visit the schools on Union matters.
- 6.2.1 Upon arrival, the representative shall notify the school administrator or her/his designee that s/he is visiting the school building.
- 6.2.2 If conferences with teachers are necessary, they shall be scheduled so as not to interfere with the instructional program.
- 6.3 Teacher-Administrative Public Relations Program**
- 6.3.1 All teachers and the Woodbridge Township Federation of Teachers shall participate in the development and operations of a positive and consistent public relations program which would provide year round favorable publicity regarding the District's accomplishments and remaining problems.
- 6.3.2 A committee shall be established, consisting of the Assistant Superintendent for Personnel, an elementary principal, a secondary principal, Associate Director for Administrative and Community Services, a District Supervisor, and five representatives from the Woodbridge Township Federation of Teachers for the purpose of recognizing District accomplishments and staff or individual staff members' accomplishments and for recommending media releases on the same. The Associate Director for Administrative and Community Services shall be responsible for the preparation and formal distribution of all releases.
- 6.3.3 It shall be understood that other media releases may be released by the Administration and by the Union without the guidance or recommendations of the Public Relations Committee.
- 6.4 As provided in Ch. 303, P.L. 1968 and Ch. 123, P.L. 1974, the Board hereby agrees that all teachers shall have the right to join with and support the Union for the purpose of engaging in collective negotiations on matters pertaining to conditions of employment with the Board of Education.
- 6.4.1 The Board of Education recognizes the right of teachers to belong to teacher organizations of their choice, or not to belong to any organization.
- 6.5 Nothing contained in this agreement shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey Statutes or regulations of the Commissioner of Education or applicable laws and regulations.
- 6.6 The Board agrees not to discriminate against any teacher on the basis of race, creed, color, national origin, sex, or marital status, or membership in or association with the activities of the Woodbridge Township Federation of Teachers, Local #822.

- 6.7 The Union agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status, or membership in any other professional organization.
- 6.8 The Union shall be given a place on the agenda of the building teachers' meetings, upon prior request, for brief reports and announcements.
- 6.9 Union officers may schedule regular and special meetings in the school buildings at such times as mutually agreed upon by the officers of the Union and the administration. The principal of the building will assign the area to be used and approve the date and time. Permission shall not be arbitrarily withheld.
- 6.10 The rights delineated in this paragraph shall be granted exclusively to the Woodbridge Township Federation of Teachers.
- The use of one bulletin board in each faculty room;
 - The use of school mailboxes.
- 6.11 Nothing contained in 6.10 and its sub-parts shall preclude or restrict the Board and Administration in their rights to use the facilities therein described.
- 6.12 The Union, as sole and exclusive representative of the teaching staff, shall be the only employee organization to participate in the presentation of the annual new teacher orientation.
- 6.13 The names and addresses of all newly-hired members of this collective negotiating unit shall be made available to the Union in the personnel office within seven work days after they are hired.
- 6.14 The Board of Education encourages the use of school facilities for the promotion of teacher welfare by recognized teacher organizations or employee groups as long as it does not interfere with the educational program, and that the rules of the Board of Education for the use of school buildings are enforced.
- 6.15 The Union agrees and recognizes that the Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the School District except as may be specifically provided by the language of this Agreement.
- 6.16 Two copies of the agenda shall be mailed to the Union office within five working days of the public Board meeting and two copies of the official minutes shall be mailed when prepared.
- 6.17 Payroll Deduction of Union Dues
- 6.17.1 Dues for the Union shall be deducted from the pay of all teachers signing authorization cards according to the State Department of Education rules.
- 6.17.2 The monies withheld shall be forwarded to the Union treasurer within two (2) working days following the end of each pay period.
- 6.18 Selection and operation of Woodbridge Township Special Purpose Study Committees
- 6.18.1 Definition of Committees: the term "Special Purpose Study Committee" used herein shall mean each and every District committee whose scope of study or function affects the terms and

- conditions of employment of the persons included in Article 1. Section 1.1 of this Agreement.
- 6.18.2 Formation of Committees: said committees shall be formed by a "Selection and Recruiting Committee" which shall consist of:
- Assistant Superintendent for Personnel
 - Director of Secondary Education
 - Director of Elementary Education
 - Three members designated by the Union president.
- 6.18.3 Responsibilities of Selection and Recruiting Committee:
- The recruiting of members and appointment of each and every Special Purpose Study Committee and determination of number of members on committees.
 - Conducting the initial meeting of said committee until a permanent chairman is elected at the first meeting.
- 6.18.4 Methods of recruiting: the Selection and Recruiting Committee may recruit members by any or all of the following means:
- Soliciting building principals and/or supervisors and coordinators for the names of responsible personnel.
 - Requesting the president of the Union to provide names of personnel.
- 6.18.5 Business of Special Purpose Study Committee:
- Keep minutes of each meeting which shall be filed with the Assistant Superintendent for Personnel and with the Union.
 - Consider only that business which pertains to their respective functions.
 - Make a final report of its findings and/or recommendations; a copy to be sent to the Assistant Superintendent for Personnel and to the Union.
- 6.18.6 The recommendations and findings of all Special Purpose Study Committees shall not be implemented until or unless said recommendations are mutually agreed to by the Board and the Union.
- 6.19 The Board grants the Union the right to reasonable use of interschool mail service in accordance with established district procedures to whatever extent it is legally permissible.

ARTICLE 7 TRANSFER POLICY

- 7.1 A list of all anticipated vacancies for each new school year shall be posted in each school and in the administration building on or before May 1st of the preceding school year. Revised, up-to-date lists shall be posted on the first of each succeeding month until the new school year begins.
- 7.2 Requests for transfer shall be submitted by May 15th of each school year to the Superintendent of Schools, stating the reasons for the request.
- 7.3 The request for transfer shall list up to, but not more than, three choices of schools in order of preference to which the transfer is requested. Preference for grades and subjects may be indicated. In making transfers, the relative length of service of the teachers requesting transfers shall be given weight.

- 7.4 Whenever a new school is opened, the number of vacancies in each classification shall be posted in all schools. Teachers desiring to transfer to the new school shall request transfer in the manner herein prescribed.
- 7.5 Transfers to another building because of decreased pupil enrollment shall be based on volunteers to the extent administratively feasible. If there are not enough volunteers, the relative seniority of teachers shall be a factor in determining who is to be transferred.
- 7.6 Teachers transferred because of decreased pupil enrollment shall have the right to return to their original schools, if there are vacancies, in the reverse order to that in which they were transferred out, provided their request for such transfer is made within one year from the original date of transfer.
- 7.7 Guidance counselors shall have the same transfer procedures and rights as teachers. All guidance counselors shall be notified of vacancies as they occur or are created.
- 7.8 On the posting and bidding of job openings for jobs covered by this agreement, the Board of Education shall stipulate the date on which the appointments will be made.
- 7.9 Transfer of Teachers**
- 7.9.1 A teacher may be transferred only under one of the following conditions:
- Personal preference of the teacher.
 - Enrollment changes causing increase or reduction of teaching positions.
 - Staffing of new schools.
 - In case of an experimental program, in which a faculty member does not wish to participate, an involuntary transfer may be expedited in deference to the majority of the faculty who are taking part in the experimental school program.
 - To accomodate the provisions of 2.12 - 2.12.1.4 (General Provisions Pertaining to Leaves).

**ARTICLE 8
SALARIES, FRINGE BENEFITS AND RATES OF PAY**

- 8.1 Custodians of student and athletic funds in senior high schools shall receive compensation as set forth in exhibit #3.
- 8.2 Elementary teachers may be delegated the additional duty of safety patrol supervisor or student council advisor with their consent, for the additional salary as set forth in the extra-Curricular salary guide, payable on June 15th.
- 8.3 The salary guide shall be implemented in accordance with exhibit #1.
- 8.4 The coaches' salary guide shall be implemented in accordance with the rules specified in exhibit #2 for 1977-78 and 1978-79.
- 8.4.1 The coaches will receive separate pay checks the second and third pay periods after the conclusion of the season.
- 8.5 Extra-curricular activities salary schedule shall be implemented in accordance with exhibit #3 for 1977-78 and 1978-79.
- 8.5.1 Those salaries provided in the extra-curricular salary guide shall apply to nurses as well as teachers.

- 8.6 Over the two years of this contract, \$28,000 (\$14,000 in each year) shall be allocated for increases in the stipends of coaches, extra-curricular advisors, interest club advisors, custodians of student funds, elementary safety patrol advisors or student council advisors.
- 8.6.1 A joint committee comprised of three administrators and three Union representatives will be established to determine the allocation of the funds according to present procedures.
- 8.7 Advisors of extra-curricular activities shall be paid on January 15th and June 15th as follows:
- First semester activities - January 15th.
 - Second semester activities - June 15th.
 - Full-year activities - One-half on January 15th and one-half pay on June 15th.
- 8.8 For the school year 1977-78, teachers in the junior and senior high schools shall be paid at the rate of \$7.00 per preparation period for the coverage of classes of any absent teacher.
- 8.8.1 For the school year 1978-79, the rate shall be changed to \$7.25 per preparation period.
- 8.9 For the school year 1977-78, teachers at the elementary level shall be paid at the rate of \$4.75 per preparation period for the coverage of classes of an absent teacher.
- 8.9.1 For the school year 1978-79, this rate shall be changed to \$5.00 per preparation period.
- 8.10 Any teacher who is required to cover a class that requires compensation for that teacher will receive confirmation of this request in written form.
- 8.11 Employees who, prior, to July 1, 1977, worked in positions as teachers of Industrial Arts and teachers of mentally and physically handicapped pupils (other than Bedside teachers), Speech teachers and Remedial Reading teachers, and continue to so work, shall continue to be paid \$400 differential above the scale and their maximums shall exceed the scale maximums by \$400.
- 8.11.1 Effective July 1, 1977, employees new to the above identified positions shall not receive any differentials.
- 8.12 Full-time guidance counselors shall receive \$700 above scale.
- 8.12.1 Effective July 1, 1978, fulltime guidance counselors shall receive \$725 above scale.
- 8.12.2 Guidance personnel shall report the first day of the full week beginning on the Monday prior to Labor Day, and shall remain on duty until June 30th of each school year.
- 8.13 Classroom teachers who are assigned to after-school bedside instruction and after-school driver education shall be paid at the rate of \$9.00 per hour for 1977-78 and 1978-79.
- 8.14 When Board supplied transportation is not available and where no other provisions for payment are stipulated, all school personnel covered by this contract who are required to use their own automobiles for school business and have received prior approval for such use shall be compensated at the rate of 15¢ per mile.
- 8.15 School Social Workers, Learning Disability Teacher Consultants, and School Psychologists shall be paid according to the teachers' salary guide plus an additional 15%. They shall be available from 8:30 a.m. to 4:30 p.m. from the first day of the full week beginning on Monday prior to Labor Day and shall remain on duty until June

- 30th of each school year. All analyses of tests shall be completed beyond the regular pupil day, wherever possible, so that maximum involvement with pupils' needs and individual testing shall be obtained when pupils are available and in school.
- 8.16 Effective July 1, 1978, nurses required to participate in physical examinations during the summer months shall be paid \$5.50 per hour.
- 8.17 Subject area and guidance staff leaders in junior high schools shall receive \$350 per year.
- 8.18 Teachers in charge of Language Laboratories in senior high schools shall receive \$700 per year.
- 8.19 Graphics Arts instructors who are employed during the summer months shall be paid pro rata according to the provisions of the salary guide designated Exhibit #1 in the appendix of this Agreement.
- 8.20 A service maximum exceeding the normal maximum by \$600 is established for teachers on completion of twenty consecutive years of teaching in the schools of Woodbridge Township. The service increment shall be \$300 in the twenty-first and twenty-second years.
- 8.21 Increments**
- 8.21.1 To be eligible for an annual increment, a teacher must have been employed a minimum of ninety (90) school days in the preceding school year.
- 8.21.1.1 An annual teacher reappointment does not guarantee an increment.
- 8.21.2 No teacher shall be denied an increment arbitrarily. In cases where denial is contemplated, the administrative complaint procedure shall be invoked no later than May 1 of the preceding school year.
- 8.21.3 The Union acknowledges the Board's right to withhold a salary increment in accordance with the due process procedures as cited in N.J.S.A. 18A:29-14.
- 8.22 All new employees shall be granted credit for prior full-time teaching experience up to thirteen years.
- 8.23 Teachers with twenty (20) consecutive years of service in the schools of Woodbridge Township contemplating retirement for service within five years under 18A:66-43 of the revised Statutes of New Jersey (minimum age - 60 years), shall, after submitting written notice to that effect to the Board of Education, be placed on the service maximum at the beginning of the following school year.
- 8.24 Insurance Protection**
- 8.24.1 *Hospitalization, Medical-Surgical, Major Medical*
- 8.24.1.1 The Board agrees to continue to provide all employees covered by this agreement and their dependents full Medical-Surgical, Hospitalization and Major-Medical insurance including lab and X-ray exam benefits as provided in 1976-1977.
- 8.24.1.2 The Board agrees to continue to provide Major Medical insurance to \$100,000.
- 8.24.2 *Dental Plan*
- 8.24.2.1 In the school years 1977-1978 and 1978-1979, the Board agrees to pay up to \$11.55 per month to provide dental coverage for the individual employee and dependents. In no instance shall the

- dental coverage so provided be less than the Schedule "B", \$25.00 deductible plan, requested by the Union.
- 8.24.3 The Board and the Union agree that they will jointly prevail upon the Connecticut General Insurance Company to provide complete brochures for all teachers, listing all insurance benefits provided under the terms of this Agreement.
- 8.24.4 Personal information regarding a physician's diagnosis, the nature of a teacher's illness, etc., shall not be processed by Board of Education employees, but shall be processed exclusively by the personnel of the insurance carrier. It shall be the employee's responsibility to obtain the verification of employment from the Board Secretary's office. All further processing of all claims and follow-up thereof will be the responsibility of the employee unless informational aid is requested.
- 8.24.5 Any employee of the Board of Education while driving his own vehicle on Board of Education business, is covered for liability insurance by the Non-Ownership portion of the Board of Education's Fleet Auto Policy to the extent of \$500,000/\$1,000,000 as secondary insurance. The employee's own insurance, to whatever coverage he has, will take effect first and then the Board's coverage takes over to the extent mentioned.
- 8.24.6 The Board shall make provision for payroll deduction of income protection insurance premiums for such company as may be designated by the Union.
- 8.24.7 The Board will provide clerical assistance for necessary payroll deductions for a voluntary program of tax sheltered annuities for all teachers desiring to participate.

ARTICLE 9 STUDENT PAPERS AND ASSIGNMENTS

- 9.1 It is recongized that any assignment given to a pupil by a teacher is meaningful and closely related to learning. Therefore, all such assignments shall be evaluated and those collected shall be returned to pupils within a reasonable time. Teachers shall be expected to use the prescribed District marking system and substantiate all given grades.
- 9.2 Teachers recognize that lesson plans are organized for individual groups within any school year, and that meaningful lesson plans should vary in relation to the changing needs of changing groups of pupils each year.
- 9.3 The frequency of submission of folders containing student work to parents shall be determined by the teachers and administration of each elementary school, based upon District guidelines as established by a teacher-administrator committee.
- 9.4 The Board agrees that the mark of the teacher is the record of the teacher's evaluative judgment of the work of a pupil. The teacher shall be considered the expert in evaluating the work of his pupils and the mark given by a teacher shall not be changed by another person without reasonable cause.
- 9.4.1 Teachers of special area subjects, such as art, music, health, and physical education, shall present the marks of the students to the regular classroom teacher who shall enter these marks on the regular report cards.

- 9.4.1.1 In the event that there is a disagreement between the two, they shall discuss this, and if failing an agreement, final decision shall be made by the principal.
- 9.4.2 All teachers shall be expected to substantiate any or all marks issued.
- 9.4.3 A mark is defined as those grades placed on a report card, tests, quizzes, written assignments and oral presentations.
- 9.5 Teachers shall be expected to plan and execute teaching units or daily lesson plans at the option of the teacher. These plans are to be submitted in writing by Friday afternoon preceding implementation.
- 9.6 The teacher shall inform parents through conferences, report cards, and failure notifications and/or interim reports of the standing of children who are doing unsatisfactory work.
- 9.7 Teachers shall supply to substitutes procured by the administration the following material as appropriate to the particular situation in each school:
- An up-to-date seating chart or arrangement for each class.
 - A current lesson plan for each class relating to the unit study presently under assignment to pupils.
 - A copy of textbook(s) and necessary related teaching materials required for successful conduct of the lesson.
 - A set of instructions for the substitute.
 - The names of students in each class who might be called upon for assistance.
 - The teacher's daily schedule.
 - Organization of any specialized groupings within classes or levels.

ARTICLE 10

ADMINISTRATIVE COMPLAINT PROCEDURE

10.1 Definitions

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

10.2 Procedures

10.2.1 Informal: Stage I

- 10.2.1.1 The principal and/or supervisor shall informally and orally confer with a teacher who violates any section of this agreement in order to clarify or interpret any misunderstanding on the part of the

- teacher of her/his contractual obligations and for the sole purpose of providing full knowledge of the expectations and necessary professionalism, as agreed upon in this contract.
- 10.2.1.2 The principal and/or supervisor may file a formal complaint to the Union's Executive Committee (or any Union committee so established), indicating the violation of contract and requesting such committee to meet with the teacher and to make every effort to resolve the complaint in the best interests of the profession, the teacher and administration of the school, and the instructional program.
- 10.2.1.2.1 The Committee shall submit a written report to the principal and/or supervisor regarding the results of the teacher conference.
- 10.2.1.2.2 The Committee may confer with the principal and/or supervisor if desired by any party.
- 10.2.1.3 If the principal and/or supervisor is not satisfied with the results of the conference and its report, and/or if further violations of the contract occur, s/he shall enter into Stage II within five (5) days after receiving the Committee's report.
- 10.2.2 *Stage II*
- 10.2.2.1 The principal and/or supervisor shall confer with the teacher in the presence of the Union representative(s) and the Assistant Superintendent for Personnel for the purpose of presenting formally the "Administrative Complaint" of violation of contract by the teacher.
- 10.2.2.2 Every effort shall be made by the parties assembled to resolve the complaint and to guarantee to the principal and/or supervisor that further violations of the contract will not occur.
- 10.2.2.3 The principal and/or supervisor shall determine that a record of the conference and its agreement shall be filed in the Teacher's personnel record file with a copy submitted to the teacher.
- 10.2.2.4 If the principal and/or supervisor does not feel that the complaint has been satisfactorily resolved, he may initiate action to implement Stage III.
- 10.2.3 *Stage III*
- 10.2.3.1 The principal and/or supervisor shall file his complaint in writing to the Superintendent of Schools within five (5) work days after the conference.
- 10.2.3.2 This document shall state the nature of the complaint, the historical background of the complaint, evidence supporting the complaint, action taken thus far to resolve the complaint, the reason for dissatisfaction with the results of the conference during Stage I and Stage II and between such stages, and the names of the Committee involved in Stage II.
- 10.2.3.3 The teacher will furnish the Superintendent a written resume of the procedures at the previous stages and her/his reasoning and evidence supporting her/his position.
- 10.2.3.4 Within five (5) working days after the receipt of the resume, the Superintendent will study both resumes and may assemble the Committee of Stage II and/or confer with the teacher involved.
- 10.2.3.5 If it is the judgment of the Superintendent that the violation of contract did occur, s/he shall summon the teacher and present the proper reprimand to the teacher and file a copy of the reprimand in the teacher's personnel file. A copy shall also be submitted to the teacher.

- 10.2.3.6 If the Superintendent deems that the violation of contract is a major violation of professionalism or expected obligations of the contract, s/he may submit formal charges, inform the teacher of her/his intent and present it to the Board of Education for a proper hearing, as provided by law.
- 10.3 Other Complaints Against a Teacher's Performance**
- 10.3.1 Any complaints regarding a teacher's performance of duties made to any member of the Administration by any parent, student or other person shall be promptly called to the attention of the teacher by the administrator.
- 10.3.2 The teacher shall have the right to clarify and substantiate her/his position whenever s/he feels the matter is not justified.
- 10.3.3 The results of such a conference may be placed in the teacher's District personnel file by the administrator with a copy forwarded to the teacher. The teacher may place a written reply in her/his District personnel file.
- 10.4 Final Disposition**
- 10.4.1 No record of these procedures shall appear in a teacher's personnel file until after final disposition.
- 10.4.2 If the final disposition favors the teacher, no reference to the complaint shall appear in his personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal or discrimination for having been a subject of administrative complaint.
- 10.4.3 If a teacher feel aggrieved regarding any actions or results of the above, he may submit a formal grievance as set forth in this agreement.

**ARTICLE 11.
CONFORMITY TO LAW-SAVINGS CLAUSE
AND DURATION OF AGREEMENT**

- 11.1 If any provision of the Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law *and any substitute action shall be subject to appropriate consultation and negotiation with the Union.*
- 11.2 In the event that any provision of the Agreement is or shall at any time be contrary to the law, all other provisions of the Agreement shall continue in effect.
- 11.3 All provisions in the present contract shall remain in full force and effect except as modified by agreement.
- 11.4 In witness whereof the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be placed thereon, all on the day and year first above written.
- 11.5 Copies of the signed contract shall be printed at the Board's expense.
- 11.5.1 The cover design and format shall be jointly approved by the Board and the Union.
- 11.5.2 A copy of the contract shall be provided for each member of the bargaining unit as soon as possible.

- 11.5.3 One copy of the contract shall be given to each new employee as soon as possible.
- 11.5.4 Fifty copies of the contract shall be provided to the Union.
- 11.6 The Board and the Union agree to protect the integrity of this Agreement to the fullest extent permitted by law.
- 11.7 This contract shall be effective July 1, 1977 and shall continue in effect through June 30, 1979.

WOODBRIIDGE TOWNSHIP
BOARD OF EDUCATION, NEW JERSEY

By _____ (President)

By _____ (Secretary)

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

By _____ (President)

By _____ (Secretary)

**EXHIBIT NO. 1
SALARY EXHIBIT**

Exhibit A		Exhibit B	
Step	1977-78	Step	1978-79
0	10,499	0	10,814
1	10,854	1	11,129
2	11,286	2	11,505
3	11,693	3	11,963
4	12,168	4	12,395
5	12,574	5	12,898
6	12,979	6	13,328
7	13,512	7	13,758
8	14,057	8	14,323
9	14,601	9	14,900
10	15,134	10	15,477
11	15,679	11	16,042
12	16,223	12	16,620
13	16,895	13	17,196
14	18,037	14	17,909
		15	19,119
SM (21)	18,337	SM (21)	19,419
SM (22)	18,637	SM (22)	19,719

Additional Pay for Post Graduate Study

1977-78		1978-79
BA-BS +16	\$ 250	(Same as for 1977-78)
+32	500	
Masters Degree	900	
+16	1,100	
+32	1,300	
Ph.D	1,800	

Personnel on step 13 of the 1977-78 salary guide will move to step 14 on the 1978-79 salary guide in the second year of the contract.

EXHIBITS NO. 2 and 3

**Coaches Pay Scale and Extra-Curricular
Activities Salary Schedule**

Over the two years of the contract, a total of \$28,000, \$14,000 in each year, shall be allocated for increases in the stipend of coaches, extra-curricular advisors, interest club advisors, custodians of student funds, and elementary safety patrol advisors. A joint committee comprised of three administrators and three Union representatives will be established to determine the allocation of the funds according to present procedures.

Since, at the time of printing this contract, the revised schedule of stipends had not been developed pursuant to the language of the Memorandum of Agreement set forth above, the schedule of stipends for these positions will be published at a later date.

When the revised schedule of stipends has been developed by the parties (the Board and Union representatives on the joint committee) pursuant to the Memorandum of Agreement, adjustments in the payment of stipends shall be made to the appropriate employees retroactive to September 1st, where applicable.

EXHIBIT NO. 4
WOODBRIAGE TOWNSHIP SCHOOL DISTRICT
WOODBRIAGE, NEW JERSEY 07095

School _____

Date _____

Dear Principal:

This letter is to request one day personal leave on _____ .

My reason for requesting personal leave is:

_____ Personal

_____ Religious

_____ Legal (except court summons)

Teacher

Note: Familiarize yourself with the regulations concerning personal leave in the Board of Education Policy Book. Please keep in mind that personal leave is essentially for religious, legal, or other grave reasons.

Administrator

EXHIBIT NO. 5
WOODBIDGE TOWNSHIP SCHOOL DISTRICT
WOODBIDGE, NEW JERSEY 07095

School: _____

Date: _____

Time: Out _____

In _____

Dear Principal:

This is to indicate that I have had to leave the school building during my preparation period and I was unable to obtain administrative permission to do so. The reason for my leaving is as follows:

_____ School related as explained below.

_____ Non-school related as explained below.

Explanation: _____

(Teacher)

NOTES