

EMPLOYEE AGREEMENT

BETWEEN

**THE WOODBRIDGE TOWNSHIP
BOARD OF EDUCATION**

AND

**THE WOODBRIDGE TOWNSHIP
SCHOOL ADMINISTRATORS
ASSOCIATION**

**JULY 1, 2003
THROUGH
JUNE 30, 2006**

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PREAMBLE

This Agreement is entered into this 1st day of July, 2003, by and between the Board of Education of the Township of Woodbridge, hereinafter referred to as the "Board", and the Woodbridge Township School Administrators Association, hereinafter referred to as the "Association". The provisions of the Agreement shall become effective July 1, 2003 and shall remain in effect through June 30, 2006, except as otherwise stated herein.

ARTICLE I RECOGNITION

- A. In accordance with and to the extent required by Chapter 123, New Jersey Public Laws of 1974, the Board recognizes the Association as exclusive and sole representative for: Directors, Associate Directors, Staff Directors, Principals, Vice-Principals, Supervisors, Coordinators and Department Heads, but excluding the Superintendent of Schools, Assistant Superintendent(s), Business Administrator/Board Secretary, Assistant Board Secretary and all other noncertified administrators.
- B. The masculine shall include the feminine.
- C. The term "employee" shall be designated to identify personnel covered by this contract.

ARTICLE II NEGOTIATION PROCEDURES

Neither party to this Agreement shall have control over the selection of the representative(s) of the other party, and each party may select its representative from within or outside the School District. While no final agreement shall be executed without a majority ratification by the Association and approval by the Board, both parties mutually pledge that their representatives will be empowered to make proposals and counterproposals during the course of negotiations and recommend same to their respective organization for approval.

ARTICLE III GRIEVANCE AND ARBITRATION PROCEDURE

- A. Grievances arising out of the provisions of this Agreement shall be governed by the following:
 - 1. A grievance shall mean a complaint by any employee (a) that there has been as to her/him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement between the Association and the Board of Education, or; (b) that insofar as matters covered by this 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, (c) any difference or dispute between the Board and the Association relating to the terms of this Agreement or its interpretation or application or enforcement, or

anything not herein expressly provided for but germane to the subject matter of said Agreement, except that the term “grievance” shall not apply:

- a) to any matter which the Board of Education is without authority to act, or;
- b) to the complaint of a non-tenured employee which arises by reason of her/his not being reemployed or reappointed to the non-tenured position, or;
- c) appointment to, or lack of appointment to, or lack of retention in any position for which tenure is not possible or required, or;
- d) any matter for which a method of review is prescribed by law, or any rule or regulation of the State Commissioner of Education.

2. As used in this Article, the term “employee” shall also mean a group of employees having the same grievance, or the Association. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of its known occurrence.

- B. An employee with a grievance shall first discuss it with her/his immediate superior. Should the employee so desire, an Association representative may be present to assist in resolving the matter informally.
- C. If the employee 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 (5) school days after presentation of the grievance, s/he may file the grievance in writing with the Association. The Association may submit the grievance in writing within five (5) school days to the Superintendent of Schools specifying the nature of the grievance and the remedy sought.
- D. If the employee submitting the grievance, or the Association, is not satisfied with the disposition of her/his grievance by the Superintendent of Schools, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the employee or the Association may request in writing that the grievance be submitted within fifteen (15) school days to the Board of Education. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee and the Association representative and render a decision in writing within fifteen (15) calendar days of receipt of the grievance by the Board or the date of the hearing with the employee, whichever is later. If the employee submitting the grievance is not satisfied with the decision of the Board, or if no decision is rendered by the Board, the employee may request, in writing, that the Association submit the grievance to arbitration within ten (10) calendar days. In the event a decision is rendered, then the Association and employee shall be notified in writing. Failure to submit the grievance to arbitration within twenty (20) calendar days thereafter shall be deemed acceptance of the decision.

- E. The following procedure will be used to secure the services of an arbitrator:
1. Either party may request the Public Employment Relations Commission, in accordance with its rules and regulations, to submit a list of persons qualified to function as an arbitrator for the dispute in question.
 2. 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 Public Employment Relations Commission shall designate an arbitrator in accordance with its rules. The parties will arrange to have arbitration meetings held at a time which will not interfere with normal operation of the schools whenever possible.
- F. 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.
- G. The recommendation of the arbitrator shall be binding. Only the Board, the aggrieved and the Association shall be given copies of the arbitrator's report. This shall be accomplished within ten (10) work days of the receipt of the arbitrator's ruling.
- H. The arbitrator's fee shall be shared equally by the parties to the dispute. Any additional cost(s) shall be paid by the party incurring them.
- I. The Board and the Association agree that they will apply the decision of the arbitrator to all substantially similar situations, and the Association agrees that it will not bring, or continue, any grievance which is substantially similar to a grievance denied by the decision of the arbitrator.
- J. Any aggrieved person may be represented at all levels of the grievance procedure by her/himself or, at her/his option may also have present a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the opportunity to be present at its option and may state its views at all stages of the grievance procedure.
- K. A notice of hearing at each step and a copy of the written decision at each step shall be mailed or presented to the employees involved and to the Association. Whenever the Association 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.
- L. 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.

- M. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. When such hearings are required during school hours, all employees required to be present at the hearing shall be excused with pay for that purpose. Both parties agree to attempt to schedule hearings outside normal school hours.
- N. The Association accepts the responsibility to see that its members adhere to the procedure if they feel that the contract and policy have been misinterpreted, misapplied or not followed. The Board accepts a similar responsibility to see that employees do not misinterpret, or neglect to follow the contract and policy.

**ARTICLE IV
SALARIES**

A. Salaries

1. 2003-2004 Non-Tenure/Tenure Index Guide

<u>Position</u>	<u>Non-Tenure Index</u>	<u>Tenure Index</u>
Director	1.220	1.270
Associate Director	1.175	1.225
Staff Director	1.080	1.130
High School Principal	1.150	1.200
Middle School Principal	1.080	1.130
Elementary Principal (12)		1.175
Elementary Principal	0.950	1.000
High School Vice Principal	0.945	0.995
Middle School Vice Principal	0.930	0.980
Dept. Head/Supervisor 12-mo.	0.860	0.910
Dept. Head/Supervisor 10-mo.	0.780	0.840

2. 2004-2005 and 2005-2006 Non-Tenure/Tenure Index Guide

<u>Position</u>	<u>Non-Tenure Index</u>	<u>Tenure Index</u>
Director	1.220	1.270
Associate Director	1.175	1.225
Staff Director	1.080	1.130
High School Principal	1.150	1.200
Middle School Principal	1.080	1.130
Elementary Principal (12)		1.175
Elementary Principal	0.950	1.000
High School Vice Principal	0.945	0.995
Middle School Vice Principal	0.930	0.980
Dept. Head/Supervisor 12-mo.	0.880	0.930
Dept. Head/Supervisor 10-mo.	0.780	0.840

3. 2003-2004 Salaries

<u>Position</u>	<u>Non-Tenure Salary</u>	<u>Tenure Salary</u>
Director	\$121,666	\$126,652
Associate Director	\$117,178	\$122,164
Staff Director	\$107,704	\$112,690
High School Principal	\$114,685	\$119,671
Middle School Principal	\$107,704	\$112,690
Elementary Principal (12)		\$117,178
Elementary Principal	\$94,740	\$99,726
High School Vice Principal	\$94,241	\$99,227
Middle School Vice Principal	\$92,745	\$97,731
Dept Head/Supervisor 12-mo	\$85,764	\$90,751
Dept. Head/Supervisor 10-mo	\$77,786	\$83,770

4 2003-2004 Differentials

<u>Degree</u>	<u>Amount</u>
MA + 16	\$750
MA + 32	\$1,500
Doct.	\$2,750

5 2004-2005 Salaries

<u>Position</u>	<u>Non-Tenure Salary</u>	<u>Tenure Salary</u>
Director	\$125,467	\$130,609
Associate Director	\$120,839	\$125,981
Staff Director	\$111,069	\$116,211
High School Principal	\$118,268	\$123,410
Middle School Principal	\$111,069	\$116,211
Elementary Principal (12)		\$120,839
Elementary Principal	\$97,700	\$102,842
High School Vice Principal	\$97,186	\$102,328
Middle School Vice Principal	\$95,643	\$100,785
Dept Head/Supervisor 12-mo	\$90,501	\$95,643
Dept. Head/Supervisor 10-mo	\$80,217	\$86,387

<u>Degree</u>	<u>Amount</u>
MA + 16	\$750
MA + 32	\$1,500
Doct.	\$2,750

6. 2005-2006 Salaries

<u>Position</u>	<u>Non-Tenure Salary</u>	<u>Tenure Salary</u>
Director	\$129,544	\$134,854
Associate Director	\$124,766	\$130,075
Staff Director	\$114,679	\$119,988
High School Principal	\$122,112	\$127,421
Middle School Principal	\$114,679	\$119,988
Elementary Principal (12)		\$124,766
Elementary Principal	\$100,875	\$106,184
High School Vice Principal	\$100,344	\$105,653
Middle School Vice Principal	\$98,751	\$104,060
Dept Head/Supervisor 12-mo	\$93,442	\$98,751
Dept. Head/Supervisor 10-mo	\$82,824	\$89,195

<u>Degree</u>	<u>Amount Effective 7/1/2005</u>
MA + 16	\$750
MA + 32	\$1,500
Doct.	\$2,763

B. Supermaximum

Effective July 1, 2003, employees who have completed twenty (20) years of service in Woodbridge shall be paid a two thousand (\$2,000) supermaximum as follows:

- a. \$1,000 in the 21st year and thereafter;
- b. \$1,000 in the 22nd year and thereafter.”

C Assignment to Duties of Absent Employee

Any employee who is assigned to cover the duties of another employee for a period of up to twenty consecutive school days shall receive no compensation. In the event the employee is assigned such coverage for the 21st day, however, that employee shall receive remuneration for each day from the 21st day and following until such additional coverage assignment has terminated. Payment for this coverage shall be an additional per diem rate of twenty-five percent (25%) of the salary of the position the employee is covering.

D. Change in Degree Status

When an employee has submitted evidence of a change in degree status, said evidence must be forwarded to the Superintendent of Schools or his/her designee prior to August 1 for payment retroactive to July 1; prior to October 1 for payment retroactive to September 1; and prior to March 1 for payment retroactive to February 1.

E. In-District Travel

Employees shall be reimbursed thirty-one (31) cents a mile for in-District travel on voucher submitted.

F. Ten-Month Principals

1. Ten-month elementary principals shall be paid from September 1 to June 30 in twenty (20) equal payments with no pay during July and August.
2. Elementary principals shall work the last five (5) working days in August for which they shall receive remuneration equal to two and one-half percent (2-1/2%) of their annual salary.
3. The pay for working the last five (5) work days in August shall be included for pension and insurance purposes only as part of the annual base salary and be paid along with the annual base salary in twenty equal payments.

G. Promotion

A member who accepts a transfer or promotion to a new position within the unit will not suffer a loss of income. If the salary in the new position is less than the present salary, the present salary will be frozen until the new position's salary becomes equal to the present salary.

H. Base Salary

No administrator shall receive a base salary less than the base salary of a person he or she supervises.

**ARTICLE V
SCHEDULE OF HOURS AND WORK YEAR AND
OTHER WORKING CONDITIONS**

A. Storm Days

Employees shall not be required to report to their assignments on school days designated as "storm days".

B. Early Dismissal Days

Principals shall utilize professional judgment in determining how long employees shall remain on early dismissal days, provided at least one appropriate certificated employee shall remain in the building until all students have left the building.

C. Non-Work Days

Non-work days include those scheduled for teachers during the school year, plus the following days:

1. Labor Day
2. Fourth of July

However, Directors, Associate Directors and Staff Directors will work one-half the vacation days during Winter and Spring vacations.

D. Vacations

Twelve-month employees shall receive twenty (20) days of vacation, exclusive of any authorized holiday falling therein, during the summer months when regular classes are not in session. Employees shall not be permitted to carry over unused vacation days from year to year.

E. Notification

Each employee is required to give sixty (60) days notice of his/her intention to resign in accordance with N.J.S.A. 18A:28-8.E.

F. Elementary Principals

Elementary principals are required to be in their buildings between the hours of 8:00 a.m. and 4:00 p.m. (except for a one hour lunch period), and available to the public and staff. If an elementary principal will be out of the building, the school clerk will be informed as to where s/he will be and the approximate time s/he will return. It is agreed that the principals will be out of their buildings only on Board of Education duties and/or in the discharge of their professional responsibilities, as approved by their immediate supervisor. It is further agreed that there shall be no restriction(s) on the principals' lunch hour.

G. Secondary Principals

Each secondary school principal will be responsible for organizing the hours of his/her staff so that at least one employee is on duty from the arrival of the first bus in the morning until the conclusion of the program in the afternoon.

H. Evening Activities

Employees are expected, as per present policy, to be available for school activities held in the evening. When a building is to be staffed by more than one employee, such evening assignments may be staggered.

I. Petty Cash Funds

Petty cash funds for the purchase of supplementary school materials shall be made available for all schools. This fund shall be subject to regulations as to its size and its proper use.

J. Budget Consultation

Principals shall be consulted in preparation of the budget, particularly in the areas that are vital to the educational program; e.g., textbooks and workbook accounts, classroom furniture and equipment, office furniture, extracurricular activities, athletics, equipment and all supplies.

K. In-Service Workshops

All compulsory in-service administrative workshops shall be held on released time. Topics studied shall be developed from recommendations made by employees covered by this Agreement.

L. Substitute School Clerk List

A substitute school clerk list will be maintained providing absentee coverage in order to insure smoother day-by-day office operations at the elementary school level.

M. Bus Schedules

All bus schedules will conform to and coincide with the approved opening and closing of schools.

N. Assignment of Department Heads

1. The work year for Department Heads shall be the same as all teaching staff members, except that Department Heads shall work:
 - a) Three (3) additional work days at the beginning of the school year, at no additional compensation.
 - b) Two (2) additional work days at the end of the school year, at no additional compensation.
 - c) One (1) additional work day at the discretion of the building principal, at no additional compensation.
2. The work hours of the Department Heads shall include a starting time of 7:30 a.m. and a completion time of 3:00 p.m. each day as determined by the building principal.

3. All Department Heads shall be required to be involved in after school activities on a rotation basis to a maximum of six (6) events per year, excluding athletic events, as assigned by the principal.
4. The Department Heads, under the direction of the building principal, shall assist in the development of methods to improve teaching skills and techniques for student discipline within their departments.
5. The Department Heads shall be involved in all inservice programs designed to improve the instructional programs within their departments.
6. The Department Heads shall be involved in coordinating the continuity of instruction in the subject areas under their jurisdictions, coordinating these programs in grades 7 through 12. Attention to programs at the middle school level would occur upon the mutual agreement of the high school and middle school principals.
7. The Department Heads shall be involved in all teacher-training programs designed to improve the instructional program for their subject area teachers in grades 7 though 12. Attention to programs at the middle school level would occur upon the mutual agreement of the high school and middle school principals.
8. The Department Heads in each subject area shall be responsible for organizing and implementing the final examination program at the high school level.
9. The Department Heads shall be responsible for the administration and supervision of standardized testing required by the District and the State.
10. The Department Heads of Science, Foreign Language and Business shall also be responsible for overseeing other departments in the high school. Unless reorganized by the principal, the Chairperson of Science will be responsible for ensuring compliance with all aspects of the Chemical Hygiene Plan.
11. The Department Heads shall be involved with the District supervisors in all training programs designed to improve the instructional program throughout the District in order that a consistent approach be implemented.
12. Coordinators of Athletics will be responsible to the principal in all matters involving girls and boys interscholastic athletic activities and be required to attend all home varsity games, meets and contests in which students from the school are participating and to have all home sub varsity games appropriately supervised with other school staff members.
13. Appropriate certification as mandated by the State Department of Education is required for all personnel holding these positions.

O. Schedule of Department Heads

All Department Heads shall teach two blocks per year.

**ARTICLE VI
RIGHTS AND PRIVILEGES**

- A. Employees shall continue to have the rights and privileges which have been established in the By-Laws and Policies of the Board of Education of the Township of Woodbridge.
- B. Criteria for administrative operations and administrative policies shall continue to be provided to each employee covered by this Agreement.
- C. Representatives of the Association will continue to participate and present their views as part of the management negotiations teams in contract talks with other employee bargaining units.
- D. Committees appointed to handle educational issues will be instructed to request and study input from staff members from each school. The results of committee action will be available to all employees affected before new policies or programs are adopted by the Board of Education.
- E. A non-tenured employee shall be informed in writing as to whether s/he has been recommended for tenure at least sixty (60) days prior to the expiration date of her/his probationary period by the Superintendent of Schools. Final action by the Board on the granting or denial of tenure shall be communicated in writing at least sixty (60) days before the expiration date of the probationary period.
- F. A non-tenured employee who is not receiving a contract or who is not being granted tenure may request a hearing with the Superintendent of Schools and/or the Personnel Committee of the Board of Education within five (5) school days of receipt of such notification. A representative from the Association may accompany said individual if s/he so chooses.

**ARTICLE VII
BOARD RIGHTS**

The Administrators Association agrees and recognizes that the Board reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the 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), to direct school operations and to take whatever other actions may be necessary to accomplish the mission of the Woodbridge Township School District, except as may be specifically provided by the language of this Agreement.

**ARTICLE VIII
DUTIES AND RESPONSIBILITIES**

- A. Employees shall be directly responsible to the Superintendent of Schools or his/her designee, and they shall discharge their duties in accordance with the law and the policies of the Board of Education. They shall implement Board policies with accuracy and fairness.
- B. Employees shall be responsible for maintaining a proper atmosphere for the educational program under their jurisdiction. They shall maintain the highest standards so as to reflect a professional approach to their administrative responsibilities, to the needs of the pupils, the staff, the parents, the District and the community.
- C. Employees shall maintain professional dignity within all areas of their responsibilities and develop this same degree of dignity with the pupils, the staff and the personnel within the educational program to which they have been assigned.
- D. Employees shall be expected to be involved fully with their specific assignment(s). It is agreed that the function of their building or department is their complete responsibility, which shall necessitate their concern and presence at any time.
- E. Employees shall be expected to participate fully in a continual program of upgrading the curricula and the improvement of the instructional program and demonstrate leadership with their staff involving same.
- F. Employees shall be expected to assist, as directed by the Superintendent of Schools or his/her designee, in the fulfillment of all contractual agreements entered into by the Board of Education with other designated groups within the District.
- G. School activities away from school property shall be conducted in accordance with Board policies and/or administrative regulations.
- H. Employees shall assist personnel under their jurisdiction with consistent support in the performance of their duties.
- I. Employees shall be responsible for satisfactorily completing all reports and records as required by the Superintendent of Schools or his/her designee and shall be responsible for proper care and inventory of all school materials and equipment committed to their charge.
- J. Employees shall cooperate with the Superintendent of Schools or his/her designee in carrying out any plans, programs, policies and regulations for the improvement of the instructional program and the proper functioning of the District.
- K. Employees shall complete all obligations as required by Board of Education policies and/or administrative regulations and the Superintendent of Schools directives, so long as such policies, regulations and directives are in accordance with the law and do not violate the employee's individual rights or the provisions of this Agreement.

- L. Employees shall follow the evaluation and supervisory program(s) established within the District at the prescribed times and for the prescribed purpose of evaluating staff members and for improving the instructional program.
- M. Employees shall be responsible for positive and continuous public relations and human relations programs within their assigned areas.
- N. Employees shall continue to have the right to participate in community activities and in civic, governmental and community-social organizations of their choice.
- O. Administrative personnel shall be available for conferences with the Board of Education and the Superintendent of Schools or his/her designee beyond the usual times in order that the proper administration and operation of the District may be maintained.
- P. Principals shall be consulted and notified in writing before construction, alteration or additions are implemented in their respective buildings.

**ARTICLE IX
ASSIGNMENTS AND TRANSFERS**

- A. Whenever administratively possible, initial assignments, transfer assignments and selection of staff members will be subject to conference, interview and recommendation of the principal. Final decision would consider the principal's recommendation and the needs and best interests of the District.
- B. The building principal shall continue to be supplied with a resume of educational data and teaching experience information for each candidate and each teacher currently employed in his/her school.
- C. Employees shall continue to be consulted prior to permanent assignment of personnel to their building(s). Selection of such personnel will be made after consideration of the principal's recommendation(s).
- D. Requests for, or notice of, administrative transfers must be made at least six (6) months prior to the effective date and only after consultation with the individual(s).

**ARTICLE X
TEMPORARY LEAVES OF ABSENCE**

- A. Personal Days
 - 1. Employees shall be entitled to three (3) personal days of absence without loss of pay during any one (1) school year for personal reasons. Requests must be

submitted to the Superintendent of Schools or his/her designee who shall have final approval of such requests.

2. Employees may, on occasion, because of unanticipated events or emergencies, require the use of personal days beyond their three (3) allocated personal days. In such cases, the employees involved may apply for additional unpaid personal days to the Board of Education through the Superintendent of Schools or his/her designee.
3. Unused personal days shall be converted into accumulative sick days on an annual basis.

B. Death in Family

1. Up to five (5) work days absence with pay shall be allowed for death in the immediate family. Immediate family shall mean: husband, wife, children, mother, father, sister, brother, father-in-law, mother-in-law, grandparent, grandchildren or any other relative residing in the same household.
2. Up to two (2) work days absence with pay shall be allowed for death of aunt, uncle, niece, nephew, cousin, son-in-law, daughter-in-law, brother-in-law, or sister-in-law except for attendance of out-of-State service, in which case it shall be for three (3) days.
3. One (1) work day absence with pay shall be allowed for the death of spouses grandparent, or aunt or uncle by marriage.
4. Bereavement leave of absence shall be taken reasonably proximate to the time of death of the relative.

C. Legal

Absence without loss of pay will be allowed when necessary to comply with a subpoena or summons.

D. Absence Without Leave

In cases of absence of any employee from duty without leave as provided above, such employee shall receive no pay during such absence. The deduction of such absence shall be calculated at one two-hundredths (1/200) of the annual salary for ten-month employees and one two-hundred fortieth (1/240) of the annual salary for twelve-month employees for each work day of such absence. It is recognized that this clause shall not be construed to be a limitation upon any other action which the Board/Administration may choose to take.

ARTICLE XI
EXTENDED LEAVES OF ABSENCE

A. Anticipated Disability/Sick Leave of Absence

1. Any employee who will require an extended leave of absence due to an anticipated disability, such as pending surgery or other medical procedures, shall report that status to the Board as soon as said employee becomes aware of same. If the extended leave of absence is due to childbirth, the employee who becomes pregnant shall notify the Board at least ninety (90) days prior to the anticipated date of delivery. At the time of notification, the employee shall submit a physician's certificate attesting to the pending disability.
2. Requests for disability /sick leave relating to anticipated disability shall include dates of onset and return from such leaves.
3. An employee may request an 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 below:
 - a) 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.
 - b) 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.
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.
5. Requests by employees for extension of sick leave benefits shall be governed by law under N.J.S.A. 18A: 30-6.
6. If the anticipated disabling event is childbirth, the Board shall presume that the pregnant employee becomes disabled for work four (4) 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 (4) 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 employee becomes disabled prior to this four (4) week period, said employee may use any sick leave benefits to which she is entitled, providing that the employee's physician provides the

Board with a certificate attesting to her inability to continue working, and the Board reserves the right to verify the employee's inability to continue working.

7. 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:
 - a) The Board's physician and the employee's physician agree that the employee cannot continue working.
 - b) If there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith on a third impartial physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of physical capacity to continue working.
8. 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 (4) weeks following childbirth, during which time such employee shall continue to receive sick leave pay to which she is entitled under the sick leave policy. This applies only to those employed prior to childbirth and not to those employees who have been out on unpaid personal leave.
 - a) If as a result of pregnancy an employee continues to be disabled after this four (4) week period, said employee may use any sick leave benefits to which she is entitled providing that (1) the employee's physician provides the Board with a certificate attesting to her inability to resume working, and (2) the Board reserves the right to verify the employee's disability.
 - b) 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.
 - c) If the Board's physician and the employee's physician disagree as to the employee's fitness, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of the employee's fitness to return to her duties prior to the expiration of the recuperative period.
9. 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 B. below.

- a) Requests by tenured employees 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 (1) additional school year, if requested by the employee.
 - b) Employees returning from disability/sick leaves of absence shall be governed by Sections D. 1 and D. 2 of this Article.
- 10. In no event shall the Board be obligated to extend a non-tenured employee's unpaid leave of absence beyond the contract year for which the employee is employed.
 - 11. 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.
 - 12. If any employee who has been granted a leave of absence for pregnancy loses 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.

B. Unpaid Personal Leave

- 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 may grant individuals unpaid personal leave. Such leave will be granted with the following guidelines:
 - a) 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.
 - b) Mere convenience or pleasure of the employee shall not be considered as valid reasons.
- 2. Requests for personal leave shall be addressed in writing to the employee's immediate supervisor.
- 3. The request shall be submitted a minimum of sixty (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 sixty (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 Board of Education through the Superintendent of Schools or his/her designee.

4. The request shall include the reason for the petition, supportive data and the time period for which it is being requested, in accordance with administrative procedure.
5. The Board 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.
6. Requests for extension of personal leave received from employees already on leave will be treated as new requests for new leaves and judged in accordance with this policy. Such requests shall be addressed to the Board of Education through the Superintendent of Schools or his/her designee.
7. This Agreement shall be interpreted in conformance with the Family and Medical Leave Act of 1993, 29 U.S.C. §2611 et seq. (the “FMLA”), and the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq. (the “FLA”). To the extent permitted by the FMLA and the FLA, any unpaid personal leave of absence described herein shall run concurrently with FMLA or FLA leave. Additionally, an employee must first use and apply all accrued, unused vacation or personal days or other paid leave at the commencement of any FMLA or FLA leave. The employee also must first use all of his or her accrued, unused sick leave for leave related to the employee’s own serious health condition under the FMLA. The balance of the leave will be unpaid.

C. Military Leave

1. Military leave shall be granted to employees in accordance with the applicable laws of the State of New Jersey pertaining to the employees of school districts. Any employee who shall enter the active military service of the United States shall be granted a leave of absence without pay for the period of such service. Employees returning from such service shall be reemployed after termination of such leave of absence if such employee has been honorably discharged from service. Employees returning from military leave must notify the Superintendent of Schools or his/her designee sixty (60) days prior to discharge. For the purpose of determining placement on the appropriate salary index, service prior to the leave of absence and subsequent to his/her return to employment shall be considered as continuous service in Woodbridge 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 placement on the appropriate salary index shall be granted to any employee.
2. An employee’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 employee’s service prior to leave of absence and subsequent to his/her return to employment shall be considered as continuous service in Woodbridge as though the same had not been interrupted by military leave.

D. Other Provisions Pertaining to Leaves

1. Notices shall be sent to employees returning from leave on the first day of school in September at least sixty (60) days prior to the opening of school indicating the school's name and number. Where such notice is not possible or change becomes necessary, the employee shall be notified as soon as administratively possible.
2. An employee returning from a leave of absence shall receive the same salary as those employees within the system who have the same title and tenure status.

E. Other Leaves

The Board may grant a leave of absence to any tenured employee covered under the provisions of N.J.S.A. 18A:30-6 to 18A: 30-7.

ARTICLE XII INSURANCE PROTECTION

A. Medical Insurance

1. The Board will pay for the full cost for the Traditional Plan of Hospitalization, Medical Surgical and Major Medical Insurance for employees and their dependents, including laboratory and X-Ray exam benefits (unlimited X-Ray benefits), and a \$1,000,000 limit under Major Medical coverage. Coverage includes the full cost of all hospital extras, including anesthesiology. However, new hires to the District, effective September 1, 2000, shall receive employee only coverage in the Horizon PPO plan, as well as the dental, prescription and optical plans, without employee contribution for their first three (3) years of employment in the District. After completing three (3) years of employment in the District, they shall receive employee and dependent coverage in the Traditional Plan, as well as the dental, prescription and optical plans, without contribution, except as otherwise required by the Agreement. Employees affected by these limitations shall be entitled to pay the premiums for dependent health benefits coverage or coverage in the Traditional Plan. An IRS Section 125 plan shall be established by the Board to permit payment of premiums on a pre-tax basis.
2. The surgical schedule shall be the same as the surgical schedule of the State Health Benefits Plan.
3. Effective January 1, 2001, the Major Medical deductibles shall be \$200.00 per individual and \$400.00 per family. To satisfy the family deductible, one (1) individual deductible must be met. The balance of the family deductible can be met by any or all of the remaining family members. Also effective January 1, 2001, the Major Medical annual out-of-pocket maximum (excluding deductible) is \$800.00 per individual and \$1600.00 per family. To satisfy the family out-of-pocket maximum, two individual out-of-pocket maximums must be met. Once the

annual out-of-pocket maximum is reached, eligible expenses will be reimbursed at 100% of reasonable and customary.

4. The procedure for pre-certification of in-patient hospitalization shall continue in effect
5. The Traditional Indemnity Health Benefits Plan shall remain the basic plan provided by the Board. All employees who receive health benefits shall have the option of electing coverage under the PPO plan offered by Horizon. In the event that 51% of the eligible employees with three (3) or more years of service enroll in the PPO plan, the PPO plan shall become the basic plan and the Traditional Plan shall become the employee option, with the difference in cost the responsibility of the employee.
6. Coverage for mental health care shall be in accordance with the New Jersey Mental Health Parity Act and the Federal Mental Health Parity Act.
7. Employees shall have the option of joining any alternative medical plan offered by the Board. If an employee chooses a plan other than the base plan offered as outlined in paragraph A. 1 above, the Board contribution shall be for no more than the eligible cost of the base plan.
8. The Board will pay the full cost of all insurance benefits as described in Sections A, B, C and D of this Article for any employee who retires under a State administered retirement system after twenty-five (25) years of service in Woodbridge. Board payment of said insurance benefits shall be made only from the age of 55 until the age of 65 of the retiree, at which time s/he will have the right to maintain the same insurance coverage at her/his expense.
9. Retirees, including deferred retirees, may continue to participate in the group health insurance plan in the event that their age at retirement is at least fifty (50) years and their length of service to the District is at least ten (10) years. Participation shall be upon payment of premiums by the retiree, except as set forth in section A.8 above.
10. In the event a covered employee or covered retiree shall die, the Board shall continue to provide coverage for the surviving spouse. In the event, however, the surviving spouse shall remarry, no additional coverage shall be purchasable by the spouse. For example, if upon the death of an employee or retiree the surviving spouse continues to be covered under a family coverage plan, that spouse may not purchase additional family coverage under any circumstances.
11. All coverages provided shall continue in force and effect, except to the extent that they are amended by the contract language set forth in this Article. This shall not, however, restrict modifications to contract benefits, which are mandated by State or Federal law. Any compliance with the requirements of State or Federal law shall be implemented immediately without the necessity of negotiations between the parties.

B. Dental Plan

The Board will provide usual, customary and reasonable dental fees as per classification for the individual employee and dependents. There shall be a one hundred dollars (\$100.00) individual, two hundred dollars (\$200.00) family annual deductible on coverage of all basic and major restorative dental procedures. There shall be a maximum annual limit on dental coverage of one thousand five hundred dollars (\$1500.00) per person. There shall be a maximum lifetime orthodontic benefit of one thousand dollars (\$1000.00). Dental coverage provided by non-network providers shall be limited to the usual and customary charges as calculated by the carriers prevailing ninetieth percentile (90%).

C. Prescription Plan

The Board will provide a prescription plan for all employees and their dependents, as limited by paragraph A.1 above. Upon ratification of the Agreement, the co-payment for generic prescription drugs shall increase to seven dollars (\$7.00) and the co-payment for brand name prescription drugs shall increase to fourteen dollars (\$14.00). The co-payment for generic mail-order drugs shall increase to ten dollars (\$10.00) and the co-payment for brand name mail-order drugs shall increase to twenty dollars (\$20.00). There shall be no major medical coverage for these co-payments. Retail prescriptions shall be limited to a 30-day supply; mail order maintenance prescription drugs will be limited to a 90-day supply.

D. Optical Plan

The Board will provide employees with a program of vision care with the Board paying 100% of the insurance premium. A family plan will be made available at the option of the employee with the Board paying 75% of the cost of the premium. Effective January 1, 2001, the plan shall provide an exam and lenses every calendar year. Frames are an eligible expense every other calendar year. Contact lenses are covered at the same frequency as lenses.

E. Employee Assistance Plan

The Board will provide an Employee Assistance Plan for employees.

F. Information

The Board and the Association agree that they will jointly prevail upon the insurance carrier to provide complete brochures for all employees listing all insurance benefits provided under the terms of this Agreement.

G. Processing

Personal information regarding a physician's diagnosis, the nature of an employee's illness, etc. shall not be processed by Board 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.

This Agreement shall be interpreted in conformance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent it is applicable.

H. Auto Insurance

The Board shall cover all damages, losses and expenses incurred by an employee arising out of the authorized use of his/her automobile in the performance of school duties to the extent covered by the Non-Ownership portion of the Board's Fleet Auto Policy up to \$500,000/\$1,000,000 as secondary insurance. The employee must first seek coverage under his or her personal auto insurance policy before seeking coverage from the Board.

I. Income Protection Insurance

The Board will provide payroll deduction for the Prudential Income Protection Insurance for all employees.

J. Insurance Waiver Option

Employees shall be offered the option of waiving all health insurance benefits as set forth in the Agreement. Any employee who executes an appropriate waiver provided by the Board will, for the school year to which the waiver applies, receive a lump sum check on the July 1 following conclusion of that school year in the amount of two-thousand dollars (\$2,000) for the family plan or twelve-hundred dollars (\$1,200) for the single plan. Once an employee makes an election to waive insurance coverage, s/he may not return at any time during that year. Employees hired during the year who elect not to take coverage shall have the above payments prorated. The Board shall insure that appropriate documents are in place to comply with IRS Section 125.

**ARTICLE XIII
SICK LEAVE**

A. Sequence of Use

Each employee will receive, without loss of pay, 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 employee has been continuously 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 employee

becomes ill for one hundred (100) days, the employee's sick leave days shall be used in the following manner and sequence:

1. The twelve (12) accumulative sick leave days allowed for the current school year shall be used;
2. The fifty (50) sick leave days which had been previously accumulated shall be used; and
3. The twenty (20) non-accumulative sick leave days allowed for the current school year shall be used, at which point the employee is no longer entitled to sick leave days without pay deduction. However, the employee may then request the Board to pay such employee 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.

B. Accumulative

The total number of sick leave days without loss of pay for personal illness which may be accumulated by an employee while continuously 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 continuously employed employee 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 employee's accumulated sick leave days.

C. Less than Full-Time Employment

Employees who are continuously employed, but whose employment is for fewer hours daily or for fewer days per week than would be required for full-time employment, shall be entitled to prorated leave of absence benefits as described in Sections A. and B. of this Article.

D. Supplemental Compensation

1. Rate

Each certified employee who retires under a State administered retirement system with at least twenty (20) years of pension credit shall be entitled upon retirement to supplemental compensation for accumulated sick leave days credited to such employee as of the last day of employment. Supplemental compensation shall be payable to eligible employees as follows:

- a) A retiring employee with up to ninety-nine (99) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to fifteen percent (15%) of his/her daily salary rate for

each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day.

- b) A retiring employee with at least one hundred (100) but not more than one hundred forty-nine (149) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to thirty percent (30%) of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day.
- c) A retiring employee with at least one hundred fifty (150) but not more than one hundred ninety-nine (199) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to forty-five percent (45%) of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day.
- d) A retiring employee with two hundred (200) but not more than two hundred forty-nine (249) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to sixty percent (60%) of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day.
- e) A retiring employee with at least two hundred fifty (250) but not more than two hundred ninety nine (299) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to seventy-five percent (75%) of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day.
- f) A retiring employee with three hundred (300) or more days of accumulated sick leave at the time of retirement shall be entitled to one hundred percent (100%) of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day.
- g) However, as to those employees working as administrators as of June 30, 2003, in no event shall the total supplemental compensation exceed \$52,500 per employee during the 2003-2004 school year, \$52,500 during the 2004-2005 school year, and \$30,000 during the 2005-2006 school year. As to any employee who commences work as an administrator on July 1, 2003 or thereafter, in no event shall the total supplemental compensation exceed \$15,000.

For example: Ten-month employees shall have their daily rate computed by multiplying their final year's salary by 1/200th. Twelve-month employees shall have their daily rate computed by multiplying their final year's salary by 1/240th.

If a twelve-month employee (working as an administrator as of June 30, 2003), upon-retirement, earned \$94,748 in the last year of employment and had accumulated 150 sick leave days, he/she would be entitled to a supplemental compensation of \$26,647.50 computed in the following manner:

1. $\$94,748 \times 1/240\text{th} = \394.78 daily rate
2. $45\% \text{ of } \$394.78 = \177.65
3. $\$177.65 \times 150 \text{ days} = \$26,647.50$

If a twelve-month employee (working as an administrator as of June 30, 2003), upon retirement, earned \$94,748 in the last year of employment and had accumulated 250 sick days, he/she would be entitled to a supplemental compensation of \$43,750 computed in the following manner:

1. $\$94,748 \times 1/240\text{th} = \394.78 daily rate
2. $75\% \text{ of } \$394.78 = \296.09 (\$175.00 limit)
3. $\$175.00 \text{ limit} \times 250 \text{ days} = \$43,750.00$
4. CAP OF \$52,500 PRIOR TO JUNE 30, 2005 AND CAP OF \$30,000 PRIOR TO JUNE 30, 2006.

If a twelve-month employee (working as an administrator as of June 30, 2003), upon retirement, earned \$94,748 in the last year of employment and had accumulated 310 sick days, he/she would be entitled to a supplemental compensation of \$52,500 computed in the following manner:

1. $\$94,748 \times 1/240\text{th} = \394.78 daily rate
2. $100\% \text{ of } 394.78 = \394.78 (\$175.00 limit)
3. $\$175.00 \text{ limit} \times 310 \text{ days} = \$54,250$
4. CAP OF \$52,500 PRIOR TO JUNE 30, 2005 AND CAP OF \$30,000 PRIOR TO JUNE 30, 2006.

- h) All employees hired on or after July 1, 1991 shall receive Supplemental Compensation benefits in accordance with the provisions above, except that the value of the days accumulated shall be based upon the rate of pay in effect for that employee in the year in which the sick days were accumulated. Further, for the purpose of establishing Supplemental Compensation, when accumulated sick days are used by employees hired on or after July 1, 1991, the days accumulated at the highest salary shall be deducted first.

2. Payment

- a) The Supplemental Compensation payment will be made by the Board in three (3) annual payments, with the first payment being made by 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 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 first Supplemental compensation payment, 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. The two (2) additional payments will then follow in order.
- b) In the event of the death of an employee who meets the requirements for compensation provided by this Article, the estate of the deceased employee shall be entitled to the above benefits.
- c) Any employee who is eligible for a disability retirement from the Teachers Pension and Annuity Fund and elects to retire prior to the exhaustion of accumulated sick leave shall receive compensation at his/her applicable rate in accordance with Sections D. and E. of this Article.

E. Physician's Certificate

A physician's certificate must be filed following an absence of five (5) or more successive school days because of personal illness. The Board may, if it has cause to believe there has been an abuse of the sick leave policy, require an examination by an independent physician. Such examination shall be at Board expense.

F. Absence Due to Illness

1. No reduction in pay shall be made for any accumulated sick days to which an employee is entitled, except as may be delineated elsewhere in this Agreement.
2. Employees shall continue reporting their use of sick leave as per practice.

G. Accounting of Accumulated Leave

The Board will make available to each employee an annual accounting of accumulated sick leave by September 30th, if at all possible, but no later than October 31st.

H. Transfer of Sick Leave

Any newly, hired employee who has an unused accumulation of sick leave days from another school district in New Jersey shall be granted up to ten (10) days of sick leave

credit, provided that proof for such accumulated sick leave is furnished to the Board within two (2) months of the date of employment. However, such transferred days shall not apply toward days accumulated for payment under Supplemental Compensation language.

Workers Compensation

1. An employee absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment and compensable under New Jersey Workers Compensation laws shall be paid his/her full salary for the period of such absence up to one (1) 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 employee examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his/her duties. 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.
2. When absence arises out of or from such assault or injury, the employee shall not forfeit any sick leave or personal leave to the extent permissible by law.

ARTICLE XIV EMPLOYEE FILES

- A. Official employee files shall be maintained in accordance with the following procedures:
 1. No derogatory material related to an employee's conduct, service, character or personality shall be placed in the file unless it is signed by the person submitting the information and the employee has had an opportunity to review the material.
 2. The employee shall be given the opportunity to acknowledge that s/he has read such material by affixing his/her 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 contents.
 3. An employee's refusal to sign will be noted by his/her immediate supervisor and a witness.
 4. The employee shall have the right to submit a written answer to any material filed and his/her answer shall be attached to the file copy.

5. Employees will have the right, upon request, to review the contents of their personnel files and to make copies of any documents in it at their expense. An employee will be entitled to have an Association representative accompany him/her during such review. An administrator shall be present during such review.
6. Reasonable arrangements for the purpose of examining personnel files shall be made mutually by the Administration and the Association so that the Administration will not be overwhelmed by a deluge of employees seeking, simultaneously to examine their files.
7. The employee shall indicate in a writing to be placed in his/her file that s/he has examined same.
8. Only those persons who have an official right and reason for doing so may inspect an employee' s file.
9. Administrators shall place in employees' files information of a positive nature indicating competencies and achievements. Any such material received from concerned, responsible outside sources shall also be included in the employee's file.
10. The employee shall have the right to add to his/her file any additional information and material. The employee shall be given the opportunity to acknowledge that s/he has read such materials by affixing his/her 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 contents.
11. In the event that the Board or Administration wishes to use materials such as written memos or notes which are not a part of the official personnel file in making decisions concerning the promotion of an employee, the employee shall upon request be shown these materials and have one (1) week in which to make verbal and/or written comments about them. Letters in response to requests for references shall not be covered by this section.

**ARTICLE XV
PROTECTION OF EMPLOYEES AND PROPERTY**

A. Assault

Employees shall immediately report to their immediate supervisor in writing any and all allegations of assault suffered by them in connection with their employment. Such report shall be forwarded through the administration to the Board, which shall comply with any reasonable request from the employee for information in its possession, not privileged under law, which materially relates to the incident(s) or person(s) involved.

B. Disruptive Pupils

Employees shall inform the administration of any situation, condition or occurrence, including the behavior of disruptive pupils, which may require administrative action.

C. Indemnification

1. Employees shall be indemnified against civil actions brought against them in the course of their employment to the fullest extent provided by N.J.S.A. 18A: 16-6, as may be amended.
2. Employees shall be indemnified against criminal actions brought against them in the course of their employment to the extent provided by N.J.S.A. 18A: 16-6.1, as may be amended.

D. Personal Property

Where there is clear evidence that an employee's personal property has been vandalized during the workday, including extra-curricular activities, the Board may reimburse the employee for such loss to the extent that it is not covered by the employee's personal insurance policies. There shall be no further recourse to the grievance procedure for any such claim, which is denied by the Board.

**ARTICLE XVI
PROFESSIONAL GROWTH AND ANNUAL EVALUATION**

A. Professional Growth

Employees employed after October 1, 1975, shall give evidence of professional growth through the successful completion of any of the following:

1. District-sponsored in-service courses.
2. District-sponsored workshops.
3. Approved college courses.

For tuition reimbursement, the following requirements must be met:

- a) Approval of the course to be taken must be obtained from the Superintendent of Schools or his/her designee prior to starting the course.
- b) 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/her assigned position.

- c) All courses eligible for tuition reimbursement must be successfully completed.
 - d) Official transcripts for all reimbursable courses must be filed in the office of the appropriate administrator by October 15 for payment in November; by March 15 for payment in April; and by July 15 for payment in September.
 - e) Tuition reimbursement shall be limited to a maximum of \$1,000.00.
4. Approved summer travel.
 5. Approved professional writings not required for courses or workshops noted above.
 6. Approved out-of-District visitations to:
 - a) Other school districts
 - b) Workshops
 7. Other professional growth activities, which would enrich the employee's assignment or benefit the District, upon approval by the Superintendent of Schools or his/her designee.
- B. Conferences

A sum of \$575.00, subject to budgetary constraints, shall be allotted per employee for attendance at conference(s) of benefit to the District that is approved by the Superintendent of Schools or his/her designee.

C. Evaluation

At least one (1) evaluation prepared by the Superintendent of Schools or his/her designee shall be submitted in writing to each tenured employee by June 1st of each school year. Non-tenured employees shall receive such evaluation by April 1st.

ARTICLE XVII SABBATICAL LEAVE

A. Purpose

1. Sabbatical leaves may be granted for the basic purpose of professional growth designed to improve the quality of instruction. A sabbatical leave is not to be interpreted as a reward, compensation or a type of terminal leave.

2. Sabbatical leaves will be granted for full-time 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.

B. Requirements

1. The applicant must have a minimum of seven (7) years of service in Woodbridge.
2. Each recipient of a leave must agree to serve a minimum of two (2) years within the District after his/her return from the sabbatical.

C. Application

1. Application forms are to be obtained from the Superintendent's office, but are to be returned to the applicant's immediate supervisor. The applicant shall agree to comply with all the provisions of this Agreement
2. All applications must be completed listing the purpose of leave, the institution at which the study is to be taken, etc.
3. Applications for a full year's leave must be completed by December 1 of the year preceding the school year in which the leave is granted.
4. All applicants shall receive written notice from the Superintendent's office indicating either acceptance or rejection within one (1) week after the final adoption of the budget, but not later than April 15.
5. If an application is disapproved and the employee wishes to apply again the following year or at any other time, a new application must be timely filed with the Superintendent's office.
6. Any changes in the use of sabbatical time after the application has been approved must be sent in writing to the Superintendent's office.

D. Benefits

1. The employee shall receive a full year leave at 60% of his/her annual salary.
2. The employee shall retain all rights, such as tenure, pension, increment and health benefits.
3. If a sabbatical is interrupted by a serious accident or illness causing the employee to drop out of the approved sabbatical program, the employee 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 set forth in this Agreement under Article XIII.

- a) The Administration shall be notified of the accident or illness in writing within ten (10) days of the occurrence with a statement from a licensed physician stating the nature and extent of the illness or accident.
- b) 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.

E. Subsequent Leaves

Once the leave is granted, such persons do not again become eligible for a sabbatical leave until an additional seven (7) years shall have elapsed. The seven (7) years shall be counted from the date of completion of the prior-approved sabbatical leave.

F. Return

An employee must guarantee a minimum of two (2) years of service upon return from a sabbatical leave. In the event said employee does not complete two (2) years of service, said employee shall repay the Board all monies received from the Board during the leave period. The Board may make changes to this requirement upon the recommendation of the Superintendent for such reasons as serious illness or other extenuating circumstances.

G. Transfer Notice

Ten (10) days notice of intention to transfer, where applicable, shall be given to employees returning from sabbatical leave.

H. Employment

If granted a leave, no other full-time position will be taken by the employee during this time for the purpose of earning money, except for grants and/or awards given by a college or foundation.

I. Restrictions or Limitations

1. A minimum of two (2) sabbaticals per year shall be granted if there are:
 - a) Qualified candidates as determined according to the criteria set forth in Section J. below.
 - b) Funds are available as determined by the Board.
2. Employees granted leaves for study shall be required to file transcripts with the Superintendent upon returning to the District.

J. Selection of Applicants

1. The following factors will be considered in determining the recommendation of approval of sabbatical leaves:
 - a) Worthiness of proposed purpose;
 - b) Seniority;
 - c) Availability of competent replacement;
 - d) The number selected in a particular area.
2. Where applicants appear to have identical qualifications, the following factors also must be taken into consideration:
 - a) Evidence of prior interest in self-improvement.
 - b) Evidence of dedication to the profession.

K. Salary Payments

1. All regular salary deductions, such as taxes, pension contributions, etc., will be deducted from the payments received by the employee. In accordance with the rules and regulations of the Teachers Pension and Annuity Fund, the pension deduction, based upon the full contractual salary received at the time the leave is begun, shall continue for the duration of the leave.
2. Before beginning a sabbatical leave, the employee shall notify the Superintendent's office in writing where paychecks should be sent.
3. Employees granted sabbatical leaves shall be paid sixty (60) percent salary less the deductions for taxes, pension, etc. for all regular pay periods established by the Board.
4. The final decision in granting a sabbatical shall be made by the Board on recommendation of the Superintendent, and the action of the Board shall be by resolution approving the individual and the leave.

**ARTICLE XVIII
GENERAL AGREEMENTS**

A. Administering of Medication

Employees shall not be required or requested to administer any medication in violation of State statute or administrative regulation.

B. Reproduction of Contract

Copies of this Agreement shall be reproduced at Board of Education expense and a copy distributed to each employee. New employees covered by the provisions of this Agreement shall be provided with a copy of this Agreement.

C. Nondiscrimination

1. The Board and the Association shall not discriminate against any employee on the basis of race, creed, color, national origin, sex or marital status.
2. Both parties agree that no employee shall suffer any professional disadvantage by reason of his/her membership in the Association and/or participation in its lawful activities, or for lack of participation as a member of the Association.
3. Both parties to this Agreement recognize that employees have the right to join, or refrain from joining, any lawful organization for their professional or economic improvement and for the advancement of public education. Membership of an employee in any organization shall not be required as a condition of employment by the School District.

D. Understanding of Parties

1. This Agreement constitutes the entire understanding of the parties as to all issues collectively negotiated and as set forth herein, and constitutes Board policy for the term of the Agreement.
2. This Agreement shall be governed and construed according to the Constitution and laws of the State of New Jersey.

E. Managerial Rights

Both parties to this Agreement recognize the managerial rights and responsibilities of the Board of Education and its agents to operate a thorough and efficient school district in accordance with the laws of the State of New Jersey.

F. No Reprisals

The Association and the Board agree that they shall not discriminate against nor engage in any reprisals or repercussions of any nature against any member of the Association, any individuals or organizations engaged in activities or in support of activities related to contractual negotiations for any Agreement or any other issue of representation. Any such reprisals or repercussions shall be prohibited and both parties agree to enjoin their members, agents and employees to be bound by these provisions and use their best effort to ensure compliance.

G. Statutory Savings Clause

Nothing contained in this Agreement shall be construed to deny or restrict to any employee such rights as s/he may have under New Jersey Statutes or Regulations of the Commissioner of Education or applicable laws and regulations.

H. Exclusivity

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees covered by this Agreement and to no other organizations.

I. Agency Shop

1. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new employee who does not join within ninety (90) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction effective as of the dates on which dues for membership would have been owed and payable had the employee joined the Association. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Association membership dues, fees and/or assessments as certified to the Board by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues fees and/or assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement as long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Board. For purposes of this provision employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.
2. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Board in conformance with this provision.
3. The Association shall provide to the Board and to all non-Association members evidence of the existence of a "Demand and Return" system that is designed in compliance with the requirements of New Jersey and Federal law before any deductions are made pursuant to the terms hereof.

J. Separability

1. If any provision of this Agreement is held to be contrary to law, then such provision shall not be valid and subsisting, except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.
2. Modification(s) of this Agreement will only be made by negotiations between the Board and the Association, and such modification, if any, shall be reduced to writing, signed and incorporated into this Agreement. In case of any direct conflict between the express provisions of this Agreement and any Board or administrative policy, practice, procedure, custom or writing not incorporated in this Agreement, the provisions of this Agreement shall control.

K. Electronic Copy of Agreement

The Board of Education will provide an electronic copy of the Agreement to the WTSAA.

L. Duration

This Agreement shall be in effect July 1, 2003 and continue through June 30, 2006. Initiation of negotiations for a subsequent Agreement shall commence in accordance with Chapter 123, Public Laws of 1974.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the **3rd** day of **December 2004**.

BOARD OF EDUCATION OF THE TOWNSHIP OF WOODBRIDGE

By: _____ (President)

By: _____ (Secretary)

WOODBRIAGE TOWNSHIP SCHOOL ADMINISTRATORS ASSOCIATION

By: _____ (President)

By: _____ (Secretary)