

EMPLOYEE AGREEMENT

BETWEEN

**THE WOODBRIDGE TOWNSHIP
BOARD OF EDUCATION**

AND

**THE WOODBRIDGE TOWNSHIP
SCHOOL ADMINISTRATORS
ASSOCIATION**

JULY 1, 2022

THROUGH

JUNE 30, 2026

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PREAMBLE

This Agreement is entered into this 16 of June, 2022, 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, 2022 and shall remain in effect through June 30, 2026 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: Principals, Vice-Principals, Supervisors, Athletic Directors and High School Department Supervisors, but excluding the Superintendent of Schools, Assistant Superintendent(s), Business Administrator/Board Secretary, Director of Special Services 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.

- A. Meetings
 - 1. Negotiations shall begin no later than March 1 preceding the expiration of the Agreement.
 - 2. Requests for meetings from the Association will be made to the Superintendent and the President of the Board of Education.
 - 3. Requests for meetings from the Superintendent or the Board will be made to the President of the Association or her/his designee.
 - 4. Nothing in this Article shall preclude the parties from scheduling meetings in such manner and at such times as may be otherwise mutually agreed upon by the parties.

B. Conduct of Negotiations

1. Professional and lay representatives or consultants may be used in negotiations by either party.
2. Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.
3. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE 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. 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 – Placement on the guide will be based on years in the WTSAA.
Changing from one position to another will not cause the employee to return to Step 1.

Position	2022-2023						
Hire Year	1	2	3	4	5	6	7+
HSP	\$177,946	\$180,372	\$182,799	\$185,226	\$187,652	\$190,079	\$192,505
MSP	\$169,049	\$171,475	\$173,902	\$176,328	\$178,755	\$181,181	\$183,608
EP-12 MO							\$185,896
EP	\$147,210	\$148,827	\$152,063	\$154,489	\$156,916	\$159,342	\$161,769
HSVP	\$146,401	\$148,827	\$151,254	\$153,681	\$156,107	\$158,534	\$160,960
MSVP	\$144,783	\$147,210	\$149,636	\$152,063	\$154,489	\$156,916	\$159,342
AD	\$137,504	\$139,930	\$142,357	\$144,783	\$147,210	\$149,636	\$152,063
S 12	\$135,886	\$138,312	\$140,739	\$143,166	\$145,592	\$148,019	\$150,445
S 10	\$119,709	\$122,136	\$124,562	\$126,989	\$129,415	\$130,548	\$133,459

Position	2023-2024						
Hire Year	1	2	3	4	5	6	7+
HSP	\$181,950	\$184,431	\$186,912	\$189,393	\$191,874	\$194,356	\$196,837
MSP	\$172,852	\$175,334	\$177,815	\$180,296	\$182,777	\$185,258	\$187,739
EP-12 MO	P O S I T I O N T O B E E L I M I N A T E D						
EP	\$150,522	\$152,176	\$155,484	\$157,966	\$160,447	\$162,928	\$165,409
HSVP	\$149,695	\$152,176	\$154,657	\$157,139	\$159,620	\$162,101	\$164,582
MSVP	\$148,041	\$150,522	\$153,003	\$155,484	\$157,966	\$160,447	\$162,928
AD	\$140,598	\$143,079	\$145,560	\$148,041	\$150,522	\$153,003	\$155,484
S 12	\$138,944	\$141,425	\$143,906	\$146,387	\$148,868	\$151,349	\$153,830
S 10	\$122,403	\$124,884	\$127,365	\$129,846	\$132,327	\$133,485	\$134,478

Position	2024-2025						
Hire Year	1	2	3	4	5	6	7+
HSP	\$185,589	\$188,119	\$190,650	\$193,181	\$195,712	\$198,242	\$200,773
MSP	\$176,309	\$178,840	\$181,371	\$183,902	\$186,432	\$188,963	\$191,494
EP-12 MO	P O S I T I O N T O B E E L I M I N A T E D						
EP	\$153,532	\$155,220	\$158,594	\$161,125	\$163,655	\$166,186	\$168,717
HSVP	\$152,689	\$155,220	\$157,750	\$160,281	\$162,812	\$165,343	\$167,873
MSVP	\$151,002	\$153,532	\$156,063	\$158,594	\$161,125	\$163,655	\$166,186
AD	\$143,409	\$145,940	\$148,471	\$151,002	\$153,532	\$156,063	\$158,594
S 12	\$141,722	\$144,253	\$146,784	\$149,315	\$151,845	\$154,376	\$156,907
S 10	\$124,851	\$127,381	\$129,912	\$132,443	\$134,974	\$136,155	\$137,167

Position	2025-2026						
Hire Year	1	2	3	4	5	6	7+
HSP	\$189,300	\$191,881	\$194,463	\$197,044	\$199,626	\$202,207	\$204,788
MSP	\$179,835	\$182,416	\$184,998	\$187,579	\$190,161	\$192,742	\$195,323
EP-12 MO	P O S I T I O N T O B E E L I M I N A T E D						
EP	\$156,603	\$158,324	\$161,766	\$164,347	\$166,928	\$169,510	\$172,091
HSVP	\$155,742	\$158,324	\$160,905	\$163,486	\$166,068	\$168,649	\$171,231
MSVP	\$154,021	\$156,603	\$159,184	\$161,766	\$164,347	\$166,928	\$169,510
AD	\$146,277	\$148,859	\$151,440	\$154,021	\$156,603	\$159,184	\$161,766
S 12	\$144,556	\$147,138	\$149,719	\$152,301	\$154,882	\$157,463	\$160,045
S 10	\$127,347	\$129,929	\$132,510	\$135,091	\$137,673	\$138,877	\$139,910

Differentials	2022-2023	2023-2024	2024-2025	2025-2026
Degree	Amount	Amount	Amount	Amount
MA +16	\$2,500	\$2,500	\$2,500	\$2,500
MA +32	\$3,500	\$3,500	\$3,500	\$3,500
Doctorate	\$6,000	\$6,000	\$6,000	\$6,000

ALL NEW HIRES STARTING 7/1/22 OR AFTER WILL NOT RECEIVE MA+16 DEGREE DIFFERENTIAL

ALL NEW HIRES STARTING 7/1/22 OR AFTER WILL NOT RECEIVE MA+32 DEGREE DIFFERENTIAL

ALL OTHERS GRANFATHERED IN

B. Maximum Step

Longevity increases will be paid based on the following and will be included as part of the employee's salary:

Longevity	2022-2023	2023-2024	2024-2025	2025-2026
Years Completed	Amount	Amount	Amount	Amount
15-18	\$1,000	\$1,000	\$1,000	\$1,000
19	\$3,000	\$3,000	\$3,000	\$3,000
20	\$4,000	\$4,000	\$4,000	\$4,000
21	\$5,000	\$5,000	\$5,000	\$5,000
22+	\$7,500	\$7,500	\$7,500	\$7,500

These salary increases shall be considered base salary and constitute and be paid as part of the employee's regular salary. These salary increases shall be in addition to any other salary increase provided under the terms of this Agreement and shall not be construed as "one-time only payments."

C. Temporary Assignments:

Lower Assignments – An employee may be temporarily assigned to the work of any position of the same or lower classification without a change in pay, longevity step and wage increase they are eligible for. The temporary assignment will not be longer than 180 workdays or to the end of the school year, whichever comes first. Upon cessation of such temporary assignments, such employee shall be restored to his/her original positions.

Higher Assignments – Employees will be compensated on a Plus Rate (of no less than 5% to the nearest whole cent) above his/her present rate after five (on the 6th day) or more consecutive days. Said rate shall be paid retroactive to date of assignment.

Employees temporarily assigned to a non-bargaining unit position shall receive a minimum of 10% above his/her present rate of pay after five (on the 6th day) or more consecutive days in the temporary positions.

D. Change in Degree Status

When an employee has submitted evidence of a change in degree status, payment for such degree differential will become effective on the first day of the month following such submission.

E. In-District Travel

Employees shall be reimbursed in accordance with the requirements of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder 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. Base Salary

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

H. An additional stipend of \$100 per month will be paid to any 10-month elementary principal whose school has over 450 students during that month.

1. The regular hourly rate for administrators shall be established at \$75.00 effective July 1, 2022.

**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. 12-month employees shall have the following two additional non-work days:

1. Labor Day
2. Fourth of July

D. Vacations

1. 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.
2. Upon retirement, an employee will be entitled to payment for unused and/or accrued vacation days at the salary rate when such days were earned. This will be calculated by taking the full salary and dividing by 240. For example if an employee accrued vacation days while earning a full salary of \$175,000; the daily rate will be calculated using the following formula:
$$\$175,000/240=\$729.17.$$

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.

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. Bus Schedules

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

M. Assignment of High School Department Supervisors

1. The work year for High School Department Supervisors shall be the same as all teaching staff members, except that High School Department Supervisors 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 High School Department Supervisors 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 High School Department Supervisors 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 High School Department Supervisors, 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 High School Department Supervisors shall be involved in all in-service programs designed to improve the instructional programs within their departments.
 6. The High School Department Supervisors shall be involved in coordinating the continuity of instruction in the subject areas under their jurisdictions, coordinating these programs in grades 6 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 High School Department Supervisors shall be involved in all teacher-training programs designed to improve the instructional program for their subject area teachers in grades 6 through 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 High School Department Supervisors in each subject area shall be responsible for organizing and implementing the final examination program at the high school level.
 9. The High School Department Supervisors shall be responsible for the administration and supervision of standardized testing required by the District and the State.
 10. The High School Department Supervisors 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 High School Department Supervisors 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. Athletic Directors 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.

N. Schedule of High School Department Supervisors

All High School Department Supervisors shall teach up to two blocks per year, subject to the Superintendent's approval.

- O. The Athletic Director is entitled to work a flex-schedule as follows: Any time the Athletic Director works past 7:00pm on Monday, Tuesday, Wednesday or Thursday, they can report to work by 9:00am on the following day. The foregoing flex-schedule does not apply when an Athletic Director works late on a Friday. Further the flex schedule does not apply when the Athletic Director is not scheduled to work on the day following an evening where he/she works past 7:00pm.
- P. The Superintendent and the WTSAA liaison committee will meet once every two (2) months (or more often or less often upon mutual agreement).
- Q. The Board may transfer any employee from one assignment to another, as permitted by law. In such instances, the Board will make every effort to provide the employee with reasonable notice of such transfer.

**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. On or before May 15 of each year, or as otherwise required by law, employees hired on or before September 30 of the preceding year will receive notice of non-renewal or a written offer of a contract for the succeeding year.
- 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.
- G. A total of ten (10) days per year shall be granted to the Association (hereinafter referred to as "Association Days") for use by any of its officers or authorized representatives to attend conventions, conferences, institutes, hearings, meetings, or other events that pertain to Association business. All Association Days taken shall be without loss of pay. The use of Association Days will be agreed upon by the Association and the Superintendent at least twenty-four (24) hours prior to the date the Association member intends to use the Association Day.

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).

ARTICLE X
TEMPORARY LEAVES OF ABSENCE

A. Paid Time Off

1. Employees shall be entitled to five (5) paid time off days without loss of pay during any one (1) school year which can be taken for any reason.
2. Employees may, on occasion, because of unanticipated events or emergencies, require the use of paid time off days beyond their five (5) allocated paid time off days. In such cases, the employees involved may apply for additional unpaid time off days to the Board of Education through the Superintendent of Schools or his/her designee.
3. Unused paid time off 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, partner in a civil union, 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 a grandparent, aunt or uncle of an employee's spouse or partner in a civil union.
4. Bereavement leave of absence shall be taken reasonably proximate to the time of death of the relative. If bereavement period coincides with scheduled school recesses, bereavement leave of absence will run concurrently. There is no allowance for bereavement leave if the employee is already out on unpaid leave or if the employee is already out on an extended (5 or more days) paid sick leave.

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 six (6) weeks following natural childbirth, or eight (8) weeks following caesarian 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 the aforementioned recuperative 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. If any portion of a military leave of absence for state or federal active duty or active duty for training is not paid leave pursuant to federal and/or state law, an employee on such leave shall be compensated at the rate of salary minus substitute pay. Employees returning from active military 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 Office for Personnel Services sixty (60) days prior to discharge. For the purpose of determining the appropriate step on the salary schedule upon which such an individual is to be placed, service prior to the leave of absence and subsequent to her/his 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 the appropriate step on the salary schedule 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 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 make available the Traditional Plan of Hospitalization, Medical Surgical, and Major Medical Coverage. Coverage includes the cost of all hospital extras, including anesthesiology. Coverage will also include dental, prescription, and optical plans. Employees affected by these limitations shall be entitled to pay the premiums for dependent health benefits coverage in the PPO plan. Premium contributions by employees for coverage in the Omnia, Traditional and PPO plans shall be established at the rates identified in N.J.P.L. 2011 Chapter 78 for "Year 4 of the Four Year Phase-In," hereinafter, referred to as "Tier 4" rates subject to the following employee percentage contributions. In Year #1, 72% of Tier IV. In Year #2-#4, 67% of Tier IV. In the event that the employee elects a plan for which premiums are greater than the PPO plan, he or she will pay the full difference in premiums between the PPO and the elected plan as well as the contribution established by the Tier 4 rate.
2. The co-payment for each office visit under the PPO plan shall not exceed \$20.00. The co-payment for an emergency room visit shall not exceed \$50.00, which co-payment shall be waived if admitted to the hospital. Under the PPO plan there is a deductible for out-of-network and supplemental services only. The out-of-network deductible is \$300 each for two family members. Once two covered persons in a family satisfy their deductible, the other family members are not required to satisfy a deductible for the rest of that calendar year. A new deductible will apply for each calendar year.
3. An IRS Section 125 plan shall be maintained by the Board to permit payment of premiums and contributions to flexible spending accounts on a pre-tax basis.
4. The surgical schedule shall be the same as the surgical schedule of the State Health Benefits Plan.
5. Under the Traditional Plan the Major Medical annual deductible 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.

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.

6. The procedure for pre-certification of in-patient hospitalization shall continue in effect.
7. In the event that 51% of the eligible employees with three (3) or more years of service enroll in the Traditional plan, the Traditional plan shall become the basic plan and the PPO or Omnia Plan plan shall become the employee option with the difference in cost the responsibility of the employee.
8. Coverage for mental health care shall be in accordance with the New Jersey Mental Health Parity Act and the Federal Mental Health Parity Act.
9. 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.
10. The Board will pay the full cost of dental and vision coverage, as described in Sections B and D of this Article for any employee who retires under a state administered retirement system after 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. Anyone who is retired with less than 25 years of service and more than 20 years of service and receiving this benefit pursuant to this Article shall continue to receive this benefit.
11. 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.10 above.
12. In the event a covered employee or covered retiree shall die, the Board shall continue to provide coverage for the surviving spouse, at their own expense.
13. 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 two thousand dollars (\$2000.00) per person. There shall be a maximum lifetime orthodontic benefit of one thousand five hundred dollars (\$1500.00). 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%). Dental implants shall be covered at a rate of 50% of allowable charges to a maximum of one thousand dollars annually (\$1000.00).

C. Prescription Plan

1. The Board will provide a prescription plan for all employees and their dependents, as limited by Section A, above.
2. The co-payment for over the counter brand name prescription drugs \$25.00 and the co-payment for over the counter generic prescription drugs shall be \$10.00. The co-payment for mail order brand name prescription drugs shall be \$21.00, and the co-payment for mail order generic prescription drugs shall be \$11.00. 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. Except as established in paragraph A, above, a family plan will be made available at the option of the employee with the Board paying 100% of the cost of the premium. 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. 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.

F. 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.

G. 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.

H. Income Protection Insurance

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

**ARTICLE XIII
SICK LEAVE**

A. Sequence of Use

Each employee will receive, without loss of pay, ten (10) 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 ten (10) 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 ten (10) 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, seven (7) 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 retiring employee shall be entitled to his/her final daily rate for each day of accumulated sick leave, not to exceed \$10,000 total.

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.

2. Payment

- a) Upon termination of employment, supplemental compensation shall be contributed on behalf of a retiree who is fifty-five (55) years of age or older as a non-elective employer contribution to a contract the retiree owns as part of a plan maintained by the Board, as described in Internal Revenue Code 403(b), provided the minimum threshold for contributions into a 403(b) account is satisfied. The minimum threshold for contribution into a 403(b) account shall be satisfied when the total value of a retiree's supplemental compensation is in excess of \$6,000. The Board and the Association agree that such retiree may not elect to receive, in lieu of such non-elective employer contribution, a cash payment from the Board for supplemental compensation.
- b) Employees who are under the age of fifty-five (55) when they retire shall receive a cash payment from the Board for supplemental compensation.
- c) When the total value of a retiree's supplemental compensation does not satisfy the minimum threshold for contribution into a 403(b) account as delineated in Part One, Article IX.E, Paragraph 1, such retiree shall receive a cash payment from the Board for supplemental compensation.
- d) The supplemental compensation contribution or cash payment, as applicable, will be payable in three (3) equal annual payments. In the event that notice of retirement is given on or before December 1 of a given school year, the contributions or cash payments shall be made by August 1 in each of the following school years. In the event that notice of retirement is given after December 1 of a given school year, the contributions or cash payments shall be made by August 1 of the second, third, and fourth school years following the school year of retirement. For example, if notice is given on December 1, 2016, contributions or cash payments shall be made by August 1, 2017, August 1, 2018, and August 1, 2019. If notice is given on January 1, 2017, contributions or cash payments shall be made by August 1, 2018, August 1, 2019 and August 1, 2020.
- e) In the event of the death of a retiree who meets the requirements for compensation provided by Part One, Article IX.E. and whose supplemental compensation satisfied the minimum threshold for contribution into a 403(b) account as delineated in Part One, Article IX.E., Paragraph 1, the total supplemental compensation owing to the retiree shall be paid as a non-elective employer contribution in the month the retiree dies.
- f) In the event of the death of a retiree who meets the requirements for compensation provided by the Part One, Article IX.E. and whose supplemental compensation does not satisfy the minimum threshold for contribution into a 403(b) account as delineated in Part One, Article IX.E., Paragraph 1, the total supplemental compensation owing shall be paid to the estate of the retiree in accordance with Part One, Article IX.E., Paragraph 4.

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.

I. 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. Credit Union

Arrangements shall be made to allow employees who so desire to have automatic payroll deductions of savings for a credit union. The Association will submit authorization cards for new employees, or for any employee who wishes to change deductions, to the payroll department or Board Secretary by September 30th.

K. 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.

L. Electronic Copy of Agreement

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

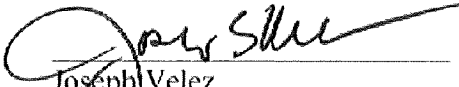
M. Duration

This Agreement shall be in effect July 1, 2022 and continue through June 30, 2026. Initiation of negotiations for a subsequent Agreement shall commence in accordance with Chapter 123, Public Laws of 1974.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized officers and representatives.

WOODBIDGE TOWNSHIP BOARD OF EDUCATION

ATTEST:



Joseph Velez
President



Brian Wolferman
Business Administrator / Board Secretary

Date

Date

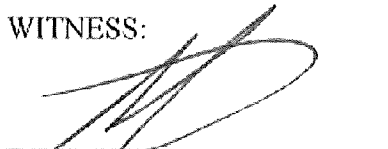
WOODBIDGE TOWNSHIP SCHOOL ADMINISTRATORS ASSOCIATION

WITNESS:



Scott Osborne
7/5/22.

Date



Ronn Weisenstein
7/5/22

Date