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THIS BOOK DOES

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF WATERFORD TOWNSHIP

THE COUNTY OF CAMDEN

AND THE

WATERFORD TOWNSHIP EDUCATION ASSOCIATION

1972 - 1973

WATERFORD TOWNSHIP BOARD OF EDUCATION ATCO ELEMENTARY SCHOOL COOPER ROAD ATCO, N.J. 08004

PREAMBLE

This Agreement entered into this 17th day of May 1972 by and between the Board of Education of Waterford Township, hereinafter called the "Board", and the Waterford Township Education Association, hereinafter called the "Association".

I - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all professionally certified personnel employed by the Board, including: Teachers, Nurse.

But excluding: administrative executive personnel, office and clerical personnel, maintenance and operating employees, non-professional personnel, janitors, library clerk, bus drivers, cafeteria personnel, substitute teachers.

II - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 30 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers covered by this agreement, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. 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.

III - GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this agreement, policies or administrative decisions affecting a teacher or a group of teachers.

B. Purpose

1. The purpose of this procedure is to secure solutions to the problems which may from time to time arise affecting teachers.

C. Procedure

- A teacher or teachers with a grievance shall within fifteen (15) days of the occurrence first discuss it with the Administrative Principal with the object of resolving the matter informally and confidentially. The teacher shall have the prerogative of inviting a representative of the Association, and the Administrative Principal may have a representative of his choosing present. The Administrative Principal must make a decision within fifteen (15) days.
- 2. Step 2
 If a teacher does not receive a satisfactory solution toward this grievance, he may file a copy of the grievance, within ten (10) school days after decision at Step 1, with the Teachers Committee of the Board, which should have the power to make a decision within 10 days.
- 3. Step 3
 If the teacher still wishes to appeal his grievance, he may take his problem to the entire Board of Education, at the expiration of time period at step 2.
- 4. Step 4 \overline{A} . If the decision of the Board does not resolve the grievance within ten (10) days, to the satisfaction of the teacher, he may submit the grievance to advisory arbitration by written notice to the Board within ten (10) days of the previous decision.
 - B. Such grievances shall be limited to those articles of agreement contained herein and exclude failure to retain a non-tenure teacher; a problem for which a specific remedy is provided by law; a situation upon which the Commissioner of Education has ruled or has the power to rule.
 - C. The cost of the services of the arbitrator shall be born equally by the Board and the Association.

IV - TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.
- B. Any question or criticism by a supervisor or administrator of a teacher and his instructional methodology shall be made in confidence and not in the presence of students.

V - ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available material which is considered public in nature concerning the educational program and the financial resources of the district.
- B. The Association and its representatives shall have the right to use the school buildings at all reasonable hours for meetings, upon the approval of the Administrative Principal. He shall be notified in advance of the time and place of all such meetings.

VI - TEACHERS' SIGN-IN PROCEDURE

A. Teachers shall indicate their presence for duty each day by placing their initials in the appropriate column of the faculty sign-in roster. Teachers shall also place their initials in the appropriate column of the faculty sign-out roster at appropriate departure times.

The appropriate times will be 30 minutes before the school day begins and 15 minutes after the school day ends.

VII - SICK LEAVE

- A. Illness on part of employee
 - Time lost for illness will be subtracted from sick leave days due the employee. When sick leave days due are consumed pay will no longer be received for days lost due to illness.
 - 2. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

VIII - TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be eligible to receive two (2) days personal leave without loss of pay. Application should be made to the Administrative Principal three days in advance, except in cases of emergency, and be approved by the Administrative Principal. Teachers shall not be required to state reasons for such leaves. No other time off shall be permitted, except as already defined herein, without the written consent of the Administrator.
- B. Personal leaves shall not be accumulative.
- C. School Observation
 - A. Teachers can be excused from their duties at the discretion of the Administrative Principal for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with Board consent.

D. Religious Holidays

A. Absence for the observance of legally established religious holidays fixed by the State Commissioner of Education shall be allowed after a request in writing has been made to the Administrative Principal. A maximum of three (3) days per year will be permitted without loss of pay.

E. Death in Family

- A. Teachers will be excused from duty with pay for a maximum of three (3) days in the event of death of parents, brother or sister by blood relationship, mother-in-law and father-in-law.
- B. Teachers will be excused from duty with pay for a maximum of five (5) days in the event of death of husband, wife or child.

IX - EXTENDED LEAVES OF ABSENCE

A. Maternity Leave

Tenure teachers shall notify the Administrative Principal of pregnancy as soon as it is medically confirmed. Said teacher may request a maternity leave without pay and said leave shall be granted. The leave shall become effective four (4) months prior to the anticipated date of the birth of the child. The teacher may return either of the next two successive Septembers, but must advise the Board by April 30 preceding the September she wishes to return. The teacher shall be reinstated to her position or to a position of a similar nature - grades R-3 or 4-6.

X NON-TEACHING DUTIES

- A. Teachers shall have a thirty (30) minute duty-free lunch period as prescribed by the State Department of Education.
- B. Teachers shall not be required to supervise playground or lunches.
- C. One teacher shall be on call to assist in cases of emergency and discipline problems. It is not the intent that the on-call teacher be physically present in the lunch or playground area.

XI - TEACHER EMPLOYMENT

A. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of every school year. Any teacher employed prior to December 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. All certified prior teaching experience in the public school system shall be accredited.

XII - TEACHER EVALUATIONS

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- A. A teacher shall have the right to see copies of all evaluation reports prior to their entry into the teacher's personnel file. A teacher shall be required to initial such report but this initialing does not indicate agreement with such evaluation; in the event the teacher refuses to initial the evaluation report, his supervisor will so note this on the report and enter it into his file. A copy of the evaluation report shall be furnished each teacher evaluated. A teacher may have a letter of explanation or rebuttal placed in his file in answer to any evaluation report included therein.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- C. Teachers shall be evaluated by the Administrative Principal of Waterford Township or other properly qualified person designated by the Board.
- D. A conference shall be held no later than seven days after any class visit.
- E. Any serious complaints regarding a teacher made to any member of the administration and/or the Board of Education by any parent, student, or other person shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint.

XIII - LETTER OF INTENT

A. All teachers who will or will not be rehired for the 1973-74 school year shall receive a letter of intent prior to the Spring vacation. Teachers who will be rehired shall indicate their intentions one month after receiving the notification.

XIV - FACULTY COUNCIL

- A. The Association shall select a Faculty Council which shall meet with the Administrator at least once a month for the duration of the school year. This Council shall consist of three members.
- B. The purpose of this Council shall be to make recommendations to the Administrator in order to facilitate the smooth operation of the educational program.
- C. The Council will discuss and review current school problems and practices with the Administrator.

XV - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested to take by the administration and/or the Board of Education. Teachers holding emergency or provisional certificates will not be included under this provision.

XVI - PROTECTION OF TEACHERS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.

XVII - NURSE

- A. The Nurse shall work 3/5 of the required number of days for the other professional members of the staff. These days shall be decided by mutual agreement between the Administrator and the Nurse.
- B. The Nurse shall be paid at the rate of 3/5 of the salary at the appropriate step on the non-degree salary schedule.

XVIII - PERSONAL FREEDOM

A. The personal life of a teacher is not an appropriate concern or attention of the Board except as it may affect the teacher in properly performing his assigned functions during the workday.

XIX - TEACHER WORK YEAR

- A. A committee, designated by the Association, shall make recommendation to the Administrative Principal concerning the school calendar. Changes in school calendar shall not be made prior to consulting this committee.
- B. The calendar when developed shall become an addendum to this Agreement, and shall appear as Schedule B. It provides for 185 working days for the teachers and 180 days for the pupils.

XX - MISCELLANEOUS PROVISIONS

- If any provision of this Agreement or any application of Α. this Agreement to any employee or group of employees is held to be contrary to law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- Any individual contract between the Board and an individual В. teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

XXI - INSURANCE PROTECTION

- The Board will pay coverage for the employee, Blue Cross, Blue A. Shield, and Rider J, up to \$175.00.
- An additional \$60.00 will be paid toward spouse and child or В. family coverage.
- If the employee does not carry Blue Cross, Blue Shield and Rider J coverage, the Board will pay an equal amount, based on employee coverage, toward Washington National Insurance.

XXII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1972 and shall A. continue in effect until June 30, 1973.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Waterford Township Education Association

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By Linda Confirmations

By Linda Confirmations

By Linda Confirmation

By Linda Confirmatio

Waterford Township Board of Education

SCHEDULE A

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SALARY GUIDE

1972 - 1973

| | Non Degree | Bachelor's | Bachelor plus 30 | Master's |
|---------|---------------|-------------|---------------------|-------------|
| v 70 Sb | \$ 7,100.00 | \$ 7,500.00 | \$ 7,700.00 | \$ 8,150.00 |
| 2. | 7,400.00 | 7,800.00 | 8,000.00 | 8,450.00 |
| 3. | 7,700.00 | 8,100.00 | 8,300.00 | 8,750.00 |
| Lį . | 8,000.00 | 8,400.00 | 8,600.00 | 9,050.00 |
| 5. | 8,300.00 | 8,700.00 | 8,900.00 | 9,350.00 |
| 6. | 8,600.00 | 9,050.00 | 9,250.00 | 9,700.00 |
| 7. | 8,900.00 | 9,400.00 | 9,600.00 | 10,050.00 |
| 8. | 9,200.00 | 9,750.00 | 9,950.00 | 10,400.00 |
| 9. | 9,500.00 | 10,150.00 | 10,300.00 | 10,750.00 |
| 10. | 9,800.00 | 10,500.00 | 10,650.00 | 11,100.00 |
| | 10,100.00 | 10,900.00 | 11,050.00 | 11,500.00 |
| 12. | 10,400.00 | 11,300.00 | 11,450.00 | 11,900.00 |

Additional \$250.00 after 20 years in this District

SCHEDULE B

SCHOOL CALENDAR

1972 - 1973

| Sept. | 1 4 5 | Substitute Workshop Labor Day Teachers' Workshop School Opens |
|-------|----------------------------------|---|
| Oct. | 9 23 | Columbus Day - School Closed Veterans' Day - School Closed |
| Nov. | 2) 3) 6 7 23) 24) | NJEA Convention - School Closed In-Service day for Staff - School Closed Election Day - School Closed Thanksgiving Recess |
| Dec. | 25 29 | Christmas Vacation |
| Jan. | 2 15 | School Reopens Human Relations Day, In-Service day for Staff - School Closed |
| Feb. | 19 | Presidents' Day - School Closed |
| Apr. | 20 | Spring Vacation Easter Monday - School Closed School Reopens |
| May | 28 | Memorial Day - School Closed |
| June | 15 19 | Closing Date for Students Tentative Closing Day for Teachers |

| Month | Number of Students | Days Staff |
|---|--|---|
| September October November December January February March April May June | 18 20 16 16 21 19 22 15 22 | 19 20 17 16 22 19 22 13 185 |