4-0014

AGREEMENT

between

WILLINGBORO TOWNSHIP

BOARD OF EDUCATION

and

WILLINGBORO

EDUCATION ASSOCIATION

MOT CIRCULATE

covering the period

FEBRUARY 17, 1969

to

DECEMBER 31, 1969

Adoptd by the
WILLINGBORO BOARD OF EDUCATION
Willingboro, N. J. 08046

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PREAMBLE

In order to comply with and effectuate the provisions of Chapter 303 of the Public Laws of 1968 for the State of New Jersey, THIS AGREEMENT IS MADE AND EXECUTED on this 17th day of February 1969, by and between the WILLINGBORO TOWNSHIP BOARD OF EDUCATION, hereinafter referred to as the "Board", and the WILLINGBORO EDUCATION ASSOCIATION, hereinafter referred to as the "Association."

ARTICLE I

STATEMENT OF TEACHER - ADMINISTRATOR - BOARD OF EDUCATION RELATIONSHIPS

A. Recognizing that providing a high quality education for children of Willingboro is the paramount aim of this school district, and that good morale in the teaching staff is necessary for the best education of the children,

We do hereby declare that:

- The Board, under law, has the final responsibility of establishing policies for the district.
- 2. The Superintendent and his staff have the responsibility of carrying out the policies established.
- The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.

B. PRINCIPLES

- 1. Objectives
- (a) Attainment of the objectives of the educational program conducted in the schools of the district requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel, the other personnel, and citizens of the community. To this end, free and open exchange of views is desirable, proper and necessary.
- (b) This agreement is negotiated in order to establish for its term the salaries and other conditions of employment of all members of the professional staff.

(c) The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this agreement and accordingly therein agree upon a grievance procedure for the effective processing of such disputes.

2. Implementation.

- (a) The Board and the Association, the parties to this Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing laws.
- (b) Subject to the provisions of Section 19 of Article I of the New Jersey Constitution and pursuant to the provisions of Chapter 303 of the Public Laws of 1968 for the State of New Jersey, as the same may be amended or supplemented, the Board agrees not to negotiate with any other organization during the duration of this Agreement with respect to the personnel whom the Board has designated as being represented by the Association; however, the Board will be free to communicate with teachers or their representatives, individually or collectively, for whatever purpose the Board may deem to be necessary or desirable, subject to the existing laws of the State of New Jersey.

- (c) Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority so to act.
- (d) The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

ARTICLE II

TEACHERS 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. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it

shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School

 Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office,

position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

E. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board will make available to the Association in response to reasonable requests from time to time available information concerning the financial resources of the District, including annual financial reports and audits and the agenda and minutes of all public Board meetings.
- B. Whenever any representative of the organization or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, they shall suffer no loss in pay.
- C. The Association and its representatives may have the right to use school buildings at reasonable hours for meetings with the approval of the building principal, which approval shall not be unreasonably withheld. The principal of the building in question shall be notified in advance by the Association of the time and place of all such meetings.

- D. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge and teachers dining room. The A sociation shall also be assigned adequate space on the bulletin board in the central office for Association notices.

 Copies of all materials to be posed on such bulletin boards shall be given to the building principal.
- E. The Association shall have the right to make reasonable use of school mail boxes to communicate with its membership.
- F. 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 those personnel employed by the Board who are certified by the New Jersey Department of Education, except the superintendent of schools, the assistant superintendents of schools, the school business administrator-board secretary, the district coordinators, the principals, assistant principals and vice-principals of all elementary and secondary schools and all reading supervisors.

ARTICLE IV

TEACHING HOURS

A. The Board and the Association recognize and agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that the teachers are entitled to regular time and work schedules on which they can rely in the

ordinary course and which will be fairly and evenly maintained to the extent possible throughout the school system, except in emergencies and instances of staffing exigencies, and without prejudice to voluntary professional service above and beyond contract requirements.

- B. Classroom teachers and other teachers on the classroom teacher salary schedule shall not be required to report earlier than one-half (1/2) hour on the elementary level (K through 6 grades) and fifteen (15) minutes on the secondary level (7 through 12 grades) before the start of their day's classes and shall not be required to remain longer than one-half (1/2) hour after the close of their day's classes. The length of the regular work day shall be seven (7) hours for kindergarten and the elementary school teachers (K through 6 grades) and seven and one-quarter (7+1/4) hours for secondary school teachers (7 through 12 grades).
- C. Regular school hours, once fixed, shall not be changed without notice to and discussions with the Association, in accordance with the procedures set forth.
- D. Specialists and special project teachers shall not be required to remain more than one hour after the normal school day. This shall not include those activities for which there is extra remuneration.

- E. Where administratively possible, all secondary teachers shall be scheduled for no more than three (3) consecutive teaching periods; where multiple periods are involved, they shall be scheduled for no more than four (4) consecutive teaching periods.
- F. Where there are exceptional demands upon a particular individual for time over and beyond the regular work day as hereinbefore set forth, the Superintendent or his designee may work out with the individual concerned an arrangement for compensatory time off or adequate compensation.

ARTICLE V

TEACHING LOAD

A. WORK YEAR

- 1. The work year of teachers covered by the classroom salary schedule (other than new personnel who may be required to attend additional orientation sessions) shall begin not more than two days prior to the opening of school and terminate not more than two days after the last day of student attendance, but in no event total more than 185 scheduled work days.
- 2. Department heads and grade level chairman who receive extra compensation may be asked by the principal to work an additional number of days to assist in the opening and closing of of schools.

B. AFTER-SCHOOL MEETINGS

- Teachers may not normally, after the first year of experience in this District, be required to remain after school for longer than one-half (1/2) hour to attend the following staff meetings:
- (à) Once each month Curriculum In-Service Meetings may be called by the Superintendent of Schools. These meetings will be held during the regular hours of the teacher's day.
- (b) Building staff meetings may be called at the discretion of the building principal. These meetings are to be held during the regular teacher's day. There may be one meeting per month where the meeting may extend beyond the regular teacher's day.
- (c) Subject field groups or special groups will meet at the call of the subject field chairman, special group chairman or principal with reasonable notice, and for a reasonable length of time which is not to exceed the limitations as stated in B. l. b. or as agreed to by the group members.
- 2. Attendance at meetings such as PTA activities shall be at the option of the individual teacher, but the Board and the Association encourage active participation in such meetings as part of the teacher's professional responsibility.
- C. All teachers in the elementary schools shall have a duty-free lunch period of one (1) hour. Secondary school teachers shall have a

- duty-free lunch period with a minimum time equivalent to the length of the student's lunch period in conformance with State Law.
- D. All teachers in the secondary schools shall, in addition to their lunch period, have at least one (1) preparation-conference period each day, during which they shall not be assigned to any other duties.
- E. In addition to homeroom duty, secondary school teachers shall not be assigned more than five (5) teaching periods per day.

ARTICLE VI

SCHOOL CALENDAR

The Association and the administration shall jointly endeavor to develop a calendar for the school year 1969 - 70 to be recommended to the Board for its approval. In the event that the Association and the administration cannot agree upon a calendar, each shall submit their respective proposals to the Board.

ARTICLE VII

CLASS SIZE

- A. The class size in the Willingboro School District will be reduced to the optimal educational size as soon as the number of classrooms and pupils in the total district make this possible. At the present time, studies show that educationally and financially, 25 pupils per teacher is considered the optimum. The direction of the educational program in Willingboro should be set by this goal.
- B. Every class should be conducted in a standard classroom.

- C. Sub-standard classrooms should be used only under extreme emergency conditions.
- D. The Board is actively undertaking a building program to provide an adequate number of classrooms.

ARTICLE VIII

EVENING SCHOOL, SUMMER SCHOOL, HOME TEACHING AND FEDERAL PROGRAMS

- A. All openings for positions in the evening school, summer school, home teaching, Federal projects and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the Superintendent. Summer school and evening school openings shall be publicized not later than the preceding April 1 and June 15 respectively and teachers shall not notified of the action taken not later than May 1 and September 15 respectively.
- B. In filling such positions, consideration may be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Willingboro Township school district; and when all other factors are substantially equal, consideration shall be given first to teachers who have taught the subject area and/or grade level in question during the regular school year and then to teachers who have taught the grade and/or subject in question on a regular basis at any time during the preceding years Priority consideration

shall be given in making such assignments to teachers employed in the Willingboro Township school district.

ARTICLE IX

PROMOTIONS

- A. All vacancies in promotional positions caused by death, retirement, discharge, resignation, or by the creation of new promotional positions shall be filled pursuant to the following procedure:
 - 1. Such vacancies shall be adequately publicized, including a notice in every school (by posting, through the Superintendent's bulletin or otherwise) as far in advance of the date of filling such vacancy as possible (ordinarily, at least 30 days in advance, and in no event less than 7 days in advance.) In addition, the Superintendent may concurrently publicize the position outside the school district.
 - 2. Said notice of vacancy shall clearly set forth the qualifications for the position. Standards of qualifications must be consistent with the position and may be changed from time to time providing notice of change shall be given at least 65 days prior to the publication for said position.
 - 3. Teachers who desire to apply for such vacancies shall file their applications in writing with the Office of the Superintendent , within the time limit specified in the notice.

- 4. Such vacancy shall be filled on the basis of fitness for the vacant position provided, however, that when two or more applicants request the same position, as a general rule seniority in the District shall prevail.
- B. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisory level, including but not limited to positions such as assistant superintendent, administrative assistant, supervisor, principal, vice-principal, assistant principal, department chairman, counselor, grade level chairman, instructional specialist, coordinator and any assignment to which an honorarium is attached.
- C. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex, or marital status.
- D. Vacancies which arise during July and August shall be posted in the Board office.
- E. Interim appointments to vacancies (not exceeding three months) may be made at the discretion of the Superintendent of Schools and/or the Board. It is to be clearly understood that such appointments are temporary in nature, and will be void upon selection of personnel in accordance with the policy established above. At no time may the experience gained from such an interim appointment be used as a qualification for filling such position.

ARTICLE X

TEACHER TRANSFER POLICY

A. TEACHER REQUEST

- 1. A teacher may request a change of school, assignment or both when such request is made before May 1st. A written request should be sent to the Administrative Assistant. When two qualified teachers request the same position, as a general rule, seniority in the District will prevail; however, the Superintendent shall have the right to use his discretion in excepting the rule. If, in the considered judgment of the Superintendent, this rule should be excepted, that person, or persons having greater seniority shall have the right to appeal through the grievance procedure.
- 2. When an elementary teacher is requesting a transfer, three choices of grade assignment and school should be given.
- 3. When a secondary teacher is requesting a transfer, two choices of grade assignment and school should be given.
- 4. Upon request by the teacher, the Adminstrative Assistant will furnish to the teacher the reasons why he or she was not selected for the position(s) which were specified in the transfer request.
- 5. A list of the known vacancies that will exist the following year should be posted in all schools so that the teachers may apply for open positions. This list should be kept up to date with

- new openings added as they occur. During the summer this list will be kept posted in the Board office.
- 6. A statement of all evaluations is to be presented to all teachers transferring from one school to another. A meeting with the evaluator(s), for the purpose of discussing these evaluations, shall be granted the teacher upon request.

B. ADMINISTRATIVE DECISION

- 1. When the Superintendent of Schools or the Assistant Superintendent for Personnel believe that a transfer will be in the best interest of the school(s) affected, the teacher will be notified of the transfer immediately by the Superintendent, and such notification shall be in written form.
- 2. If a principal believes that a transfer of a teacher will serve the best interest of the school, he may submit a written request to that fact to the Assistant Superintendent for Personnel. If such a transfer is to be made, the teacher will be notified of the transfer immediately by the Superintendent, and such notification shall be in written form.
- 3. If an involuntary transfer is to be made then the grievance policy agreed upon between the Association and the Board should be followed at the instigation of the teacher involved.
- 4. When a reduction in the number of teachers in a school is

 necessary, to the extent possible, all volunteers shall first

 be transferred, after which transfer will be made on the basis

of years of service in the school district, those lowest in years of service being transferred first. Notice of all transfers will be given to the teachers concerned as soon as practicable, and under normal circumstances before the end of the school year.

ARTICLE XI

PERSONNEL PROCEDURES

A. EMPLOYEE ABSENCE

- 1. In addition to the usual sick leave provided by law, all employees are now entitled to the following time off, with pay:
- (a) Religious holidays as listed by the Commissioner of Education and observed by the employees' professed religion three (3) days.
- (b) Death in the immediate family three (3) days. For purposes of definition, the "immediate family" will mean father, mother, wife, husband, children, brother(s), sister(s).
- (c) Personal business three (3) days.
 - 1. The nature of personal business need not be stated.
 - 2. The request for a personal business day must be submitted to the building principal for approval one calendar week prior to the day that is requested. After being approved, the request is to be submitted immediately to the Administrative Assistant for disposition.

- 3. Personal business days will not be granted on days immediately preceding or immediately following scheduled holidays. Personal business days also will not be granted at a time when the teacher's absence may seriously hinder the over-all operation of the school, e.g., opening day, closing day, examination day, evaluation day, or report card day.
- 4. Individual consideration will be given by the Superintendent to situations of an emergency nature.
- 5. Personal business days will not be cumulative from year to year.
- (d) Marriage Five (5) consecutive school days for marriage and honeymoon, three (3) days of which are to be regarded as personal business and so charged, the remaining days to be taken without pay.
- (e) Teachers who are in attendance at a university when the

 Willingboro Schools open in September may be excused from

 the in-service pre-school workshop and the first three days

 of school by the Superintendent of Schools without deduction

 in pay. However, should the teacher separate from the Willingboro

 Schools before June 30, a deduction of 1/200th of the salary

 should be made from the last salary check for the days excused.

B. OTHER ABSENCES

- Teachers accompanying students on field trips or otherwise acting in their normal teaching capacity will not be considered absent.
- 2. Under no circumstances may teachers pay substitutes person ally. The Education Law provides that only Boards of Education may pay for teaching service.

ARTICLE XII

PERSONNEL FILES

- A. Official teacher files shall be maintained in accordance with the following procedures:
 - 1. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performances, or contributions of an academic, professional or civic nature. All material received from and signed by responsible sources concerning a teacher's conduct, service or character may be placed in the file.
 - 2. The teacher shall be given the opportunity to review the contents of his file once during the year by request in writing. Written requests at all other times may be honored by the central administration within the discretion of the administrator in charge; reasonable requests for review shall not be withheld. This opportunity represents the implementation of the democratic

concept that the individual has the right to be fully aware of any developments that concern his actions. It shall be the responsibility of the central administration, when requested in writing, to arrange a convenient appointment with each teacher which will enable that teacher to have ample time to fully review any and all documents in his file, with the exception of pre-employment records.

- 3. The teacher has the right to reply to any document with a formal letter addressed to the Super intendent of Schools..
 This letter will be discriminately placed in the file.
- 4. Because these materials are of a highly confidential nature,

 no teacher will be permitted to reproduce or circulate any

 material in his file.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. PROCEDURE

- 1. Any individual member or any group of members of the professional staff contained within the bargaining unit represented by the Association have the right to discuss with their immediate superior the applications of policies affecting them.
- 2. If as a result of any discussion provided for in Step 1, the cause of the staff member's dissatisfaction has not been resolved within a period of seven days (designated school holidays excepted), the complaint to be considered a grievance

must be stated in writing by the staff member or members and be presented to a representative of the Association Executive Committee within the next ten days (designated school holidays excepted).

- (a) Within three days (designated school holidays excepted) of any written grievance report, a representative of the Association Executive Committee shall discuss the grievance with the staff member and/or the member's immediate superior. The aggrieved staff member for members have the option of being present.
- 3. In the event that the problem cannot be resolved by the immediate superior, the staff member or members, and the Association representative within a period of five days (designated school holidays excepted), the staff member or members may cause the grievance report to be presented to the entire Executive Committee of the Association with a duplicate copy for the immediate superior involved.
- (a) The immediate superior should provide the Association Executive Committee and the staff member with a written resume of the issue.
- 4. If the Association Executive Committee determines that the grievance has merit, the grievance shall be referred to the Superintendent of Schools within 15 days after receipt of the report and resume of the issue (designated school holidays

- excepted). Written notice of the Association Executive Committee action will be forwarded to the aggrieved staff member or members and the immediate superior.
- (a) If the Association Executive Committee determines that the grievance is without merit, written notice of this determination shall be forwarded to the aggrieved staff member and the immediate superior.
- 5. The Superintendent and/or his representatives upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall meet with the aggrieved and/or his representatives within five days (designated school holidays excepted) of receipt of a request for such meeting.
- (a) The recommendation of the Superintendent shall be made in writing to the aggrieved and to the Association Executive Committee. If the recommendation of the Superintendent is not satisfactory to the aggrieved, or after the passage of ten days from the date of the receipt of the grievance report by the Superintendent, whichever comes first, the aggrieved may request within the next five days that a committee of three be selected to act as a Board of Review.
- (b) The Board of Review shall be composed of one member selected by the Superintendent, one member selected by the Association Executive Committee, and a third member to be chosen by the

aforesaid members. If the parties so selected cannot agree upon a third member of the Board within three calendar days from the date on which the request for a selection of a Board of Review was presented, the parties to this Agreement shall jointly request the Public Employment Relations Commission to appoint the third member of this Board of Review. In the event that the Public Employment Relations Commission declines the appoint the third member of the Board of Review, the parties to this Agreement shall jointly request the American Arbitration Association to appoint that third member pursuant to its existing rules and regulations.

investigation and shall submit a written report to the Board, the aggrieved, the Superintendent and the Association Executive Committee, within five days from the date of its origination, such report to contain its recommendations for solution of the grievance. The Recommendation of the Board of Review shall become binding upon all parties unless any of the parties states an appeal in writing to all parties, in interest, within five days of the date of the recommendation.

In this case, the Board shall immediately request the Public

Employment Relations Commission to review the written

reports pertaining to the case, to conduct any further investigation

it deems necessary, and to provide its recommendation for the solution of the grievance to the Board, the aggrieved, the Superintendent, and the Association Executive Committee.

The decision of the Public Employment Relations Commission shall be final and binding upon all parties. In the event that the Public Employment Relations Commission declines to accept the role outlined above, the parties shall jointly request the American Arbitration Association to appoint an arbitrator to function as outlined above pursuant to the existing rules and regulations as promulgated by the American Arbitration Association.

B. GENERAL REGULATIONS

- 1. All appeals taken past the immediate superior of the aggrieved party must be stated in writing.
- Copies of appeals above the building level and decisions reached concerning them shall be filed in the office of the Superintendent.
- 3. All time limits stated within this procedure must be strictly adhered to unless an extension is mutually agreed upon by all parties. If time limits established by this procedure are not adhered to, the aggrieved may, upon notification to his immediately superior and the Association Executive Committee, initiate action to the next level of appeal, upon expiration of the appropriate time period.

- 4. Staff members presenting an appeal or assisting in the presentation of an appeal are assured that no reprisals shall result because of their participation in the procedure.
- 5. The aggrieved party and/or his representative shall have the right to be present at all hearings conducted at any step of the grievance procedure.
- 6. The right of a staff member to attempt to resolve a grievance directly through normal administrative procedure is not to be abridged in any way.

ARTICLE XIV

SALARIES

The Compensation for all personnel employed in this school district holding certificates issued by the New Jersey Department of Education, except the Superintendent of Schools, assistant Superintendents of Schools, school business administrator - Board secretary, district coordinators, principals, vice-principals and assistant principals of all elementary and secondary schools, and all reading supervisors, shall be based upon the salary guide set forth in Schedule A, attached hereto. In applying the aforesaid salary guide, all teachers shall be granted full credit for training and experience and shall be placed on the appropriate position on the salary guide. All such persons shall likewise be granted a service increment based on continuous employment in the Willingboro Public Schools. They shall receive an additional increment from \$100.00 at the issuance of their 4th, 7th, 10th, 13th and 16th annual contracts.

or department chairman shall receive additional compensation for the performance of those duties, at the same rates as those prevailing during the 1968-69 school year.

TEACHERS SALARY GUIDE
1969-1970

STEP ON	NON		B.A.		M.A.
SCALE	DEGREE	B.A.	+ 30	M.A.	+ 30
1	5400	6700	7000	7300	7900
2	5700	7000	7300	7600	8200
3	6000	7300	7600	7900	8500
4	6300	7600	7900	8200	8800
5	6600	7900	8200	8500	9100
6	6900	8200	8500	8800	9400
7	7200	8500	8800	9100	9790
8	7500	8800	9100	9400	10000
9	7800	9100	9400	9700	10300
10	8100	9400	9700	10000	10600
11	8400	9800	10100	10400	11000
12		10300	10500	10800	11400
13			11000	11200	11800
14				11700	12200
15					12700

All teachers shall be granted full credit for training and experience and be placed on the appropriate position on the salary guide. Effective 9/1/66 all teachers shall be granted a service increment based on continuous employment in the Willingboro Public Schools. They shall receive an additional increment of \$100 at the issuance of the fourth, seventh, tenth, thirteenth and sixteenth contracts.

ARTICLE XV

CO-CURRICULAR COMPENSATION

- The Board recognizes that co-curricular activities sponsors and directors of special school functions are vital to the efficient and complete operation of the total educational effort of the school district. The responsibilities incumbent upon these positions are, insofar as possible, a carry-out during time which is in addition to the regular school day; therefore, all such positions at all school levels should be compensible and that compensation should be apportioned on an equitable basis.
- The Board agrees to allocate the sum of \$24,000,060 DWR JAJ B. buted as compensation for positions of the type described above. The positions for which compensation is to be allocated and the amount of that compensation will be set forth in a schedule to be developed between the Association and the Superintendent on or before April 1, 1969. If the Association and the Superintendent are not able to agree in these discussions upon such a schedule, or upon a part thereof, the Association shall have the right to discuss its position with respect to the subject directly with the Board. The Board agrees to afford the Association a reasonable opportunity to discuss those unresolved items prior to the Board's determination with respect to the same.

ARTICLE XVI

HEALTH INSURANCE

- A. The Board agrees to pay twenty-five (25%) percent of the cost of a health insurance program for the employees represented by the Association, which program shall provide coverage comparable to that of the Blue Cross-Blue Shield Plan with Rider "J" and major medical coverage.
- B. The aforesaid coverage shall extend to the employee and his immediate family during such time as he shall remain in the active employ of the Board.
- C. The carrier shall who shall administer the above program shall be mutually selected by the Board and the Association.

ARTICLE XVII

EVALUATION

- A. The Board and the Association recognizes that:
 - 1. Evaluation can be useful as an aid for:
 - (a) Retention, guidance, and promotion of staff members.
 - (b) Staff members.
 - (c) Self-improvement.

Administrator-staff rapport.

- 2. A functional evaluative program presupposes qualified evaluators.
- 3. Evaluation loses its effect when it becomes punitive.

- 4. The person being evaluated must be a partner in the evaluation with full knowledge of the procedure, the qualifications of the evaluator, and the findings thereof:
 - (a) Teachers shall be evaluated only by persons certified by by the State of New Jersey to supervise instruction.
 - (b) Teachers shall be given a copy of their ratings or any other written evaluation of their work prepared by their superiors and shall have the right to discuss such ratings or evaluation with their superiors and append their comments before it is submitted to the central administration or placed in their personnel files.
 - (c) All such written evaluations must bear the signatures of both the evaluator and the teacher evaluated.

5. Procedure.

Supervisory reports will be presented to the teacher by the principal periodically in accordance with the following procedures:

- I. Such reports will be issued in the name of the building principal based upon a compilation of reports, of observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in their supervisory capacity.
- 2. Such reports will be addressed to the teacher, with carbon copies being forwarded to the Superintendent of Schools and

kept by the Building Principal.

- 3. Such reports will be written in narrative form and will include when pertinent:
 - (a) Strengths of the teacher as evidenced during the period since the previous report.
 - (b) Weaknesses of the teacher as evidenced during the period since the previous report.
 - (c) Specific suggestions as to measures which the teacher might take to improve his performance, particularly in each of the areas wherein weaknesses have been indicated.
- 4. Such supervisory reports are to be provided for non-tenure teachers three (3) times each year; the first not later than November 15th, the second not later than January 15th; and the third not later than March 15th.

For tenure teachers, twice a year; the first not later than December 1st, the second not later than May 1st.

ARTICLE XVIII

MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

A. Before the Board adopts a change in policy which affects salaries, fringe benefits, working conditions or matters related thereto, the Board will notify the Association in writing that it is considering such a change.

The Association shall have the right to negotiate with the Board for a mutually acceptable change in said policy. Any agreement reached with the Board shall be reduced to writing, signed by the Board and the Association, and become an addendum to this Agreement after approval by the Board.

- B. Not later than October 15, 1969, the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. By the same date, the Association agrees to present to the Board its proposals for the successor agreement.
- C. The negotiation of a successor agreement shall be conducted pursuant to the provisions of Chapter 303 of the Laws of 1968 for the State of New Jersey.

ARTICLE X1X

MUTUALITY OF OBLIGATION

The Board and the Association will make every good faith effort to carry out the spirit as well as the letter of this Agreement, subject to law. Both parties further agree to take no action that will demean the process or be contrary to the laws of the State of New Jersey pertaining to strikes or work stoppages by public employees.

ARTICLE XX

DURATION

The provisions of this Agreement shall be effective as of February 17, 1969 and shall remain in full force and effect until December 31, 1969, subject to the right of the Board and Association to negotiate for a modification of this Agreement as provided in Article XVIII of said Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17th day of February 1969.

WILLINGBORO TOWNSHIP BOARD OF EDUCATION

By:

1/2.12/F

WILLINGBORO EDUCATION
ASSOCIATION

By: Robert R. Worlgonery, President Robert T.

ATTEST:

ATTEST?

Corda, Secretary

Secretary

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