

4-0062

24-36

AGREEMENT

Between the

WINSLOW TOWNSHIP EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF WINSLOW TOWNSHIP *Board of Education*  
*(Employer)*

THE *(* COUNTY OF CAMDEN *)* NEW JERSEY

1985-1987

X 7/1/85 - 6/30/87

## TABLE OF CONTENTS

	<u>Page</u>
Preamble	1
Witnesseth	1
Provisions of Agreement	1
Article I Recognition	3
Article II Negotiation Procedure	4
Article III Grievance Procedure	5
Article IV Association Privileges	8
Article V Unit Member Administration Liaison	10
Article VI Instructional Council	11
Article VII Employment	12
Article VIII Assignment	13
Article IX Transfers	13
Article X Promotions	14
Article XI Specialists	15
Article XII Sick Leave	16
Article XIII Personal Leave	17
Article XIV Leaves of Absence	18
Article XV Personal & Academic Freedom	21
Article XVI Class Size	22
Article XVII Hours & Load	22
Article XVIII Work Year	23

		<u>Page</u>
Article XIX	Maintenance of Classroom Control & Discipline	24
Article XX	Evaluation	24
Article XXI	Professional Development & Educational Improvement	26
Article XXII	Facilities	28
Article XXIII	Health Insurance Protection	29
Article XXIV	Protection of Unit Members, Students & Property	30
Article XXV	Representation Fee	30
Article XXVI	Salaries	33
	Salary Scale	35
Appendix A	Complaint Procedure (Board of Education Regulation #1312)	37
Appendix B	Grievances/Discipline (Board Policy #4118)	38
	Duration of Agreement	39

PREAMBLE

This Agreement entered into this 8th day of  
September 1986, by and between the Board of  
Education of Winslow Township, the City of Blue Anchor, New  
Jersey, hereinafter called the "Board," and the Winslow Township  
Education Association, hereinafter called the "Association."

WITNESSETH:

- Whereas, The Board and the Association recognize and declare that providing a quality education for the children of the Winslow Township School District is their mutual aim and that the character of such education depends in part upon the quality and morale of the teaching service, and
- Whereas, The members of the teaching profession are qualified to be consulted concerning the formulation of policies and programs designed to improve education standards, and
- Whereas, The Board has an obligation, pursuant to Chapter 123, Public Laws, 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and
- Whereas, The parties have reached certain understandings which they desire to confirm in this Agreement,
- Therefore, In consideration of the following mutual covenants, it is hereby agreed as follows:

PROVISIONS OF AGREEMENT

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then

PROVISIONS OF AGREEMENT

Continued

such 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.

- C. Any individual contract between the Board and an individual, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
  
- D. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of unit members or in the application or administration of this Agreement on the basis of race; creed; color; religion; national origin; sex; domicile; marital; age or handicapped status as per Statutory Requirements.
  
- E. Copies of this Agreement shall be printed and the expense shared equally by the Board and the Association within sixty (60) days, unless an extension is mutually agreed upon, after the Agreement is signed and presented to all unit members now employed, or when a contract is offered.
  
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following:
  - 1. If by Association, to Board at:  
  
Board of Education of Winslow Township  
Box #213, Central Avenue  
Blue Anchor, New Jersey 08037
  
  - 2. If by Board, to Association at:  
  
Association President  
Winslow Township Education Association  
Winslow Township Public Schools  
Blue Anchor, New Jersey 08037

ARTICLE 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 personnel under contract including those on leave.

1. Including:

- a. Teachers
- b. Librarians
- c. Social Workers
- d. Learning Disabilities Specialists
- e. Nurses
- f. Psychologists
- g. Head Teachers
- h. Guidance Counselor
- i. Psychiatric Social Worker
- j. Teacher Assistants

2. Excluding:

All full-time administrative and supervisory personnel; all non-certificated: aides, office, building and grounds, transportation, lunchroom, attendance and health, and per diem personnel.

B. 1. Unless otherwise indicated, the term, "unit member" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined and references to male unit members shall include female unit members.

2. The term "teacher" when used herein expressly excludes teacher assistants.

C. The Association shall be required to show proof that they represent the majority of the employees in this unit.

D. The Association hereby recognizes that the Board reserves for itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations and subject to the provisions of this Agreement:

1. To direct unit members of the district;

2. To hire, promote, transfer, assign and retain unit members in positions within the district and to

RECOGNITION  
Continued

- suspend, demote, discharge or take other disciplinary actions against unit members;
3. To release unit members from duties because of a lack of work or other legitimate reasons;
  4. To maintain the efficiency of the district operations entrusted to them;
  5. To determine the methods, means and personnel by which such operations are to be conducted;
  6. To take whatever actions might be necessary to carry out the goals of the school district in situations of emergency.
- E. The parties agree and understand that the position of teacher assistant does not carry with it the requirement for a teacher certificate and therefore teacher assistants are not considered teachers within the meaning of the statutes(18A).

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJSA 34:13A-1, in a good-faith effort to reach agreement concerning the terms and conditions of unit members employment.
1. Such negotiations shall begin not later than December 15th of the calendar year preceding the calendar year in which this Agreement expires, when each party will submit its written proposal for the next Agreement. This exchange will constitute the beginning of negotiations. Formal discussions shall begin not later than January 15th. Date to declare impasse may be extended by mutual agreement.
  2. Any Agreement so negotiated shall be reduced to writing, and be ratified by the Association, adopted by the Board, and be signed by the Board and the Association.
- B. Either party retains the right to professional or lay council to be present at the session to take part in the deliberations.

## NEGOTIATION PROCEDURE

Continued

1. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the unit members involved are free from assigned instructional responsibilities, unless otherwise agreed.
- C. During negotiations, the Board and the Association shall present data, exchange points of view, and make proposals and counter-proposals.
  1. The Board agrees, subject to reasonable request, to provide the Association with information which is in the public domain.
- D. The Board agrees not to negotiate concerning said unit members in the negotiating unit as defined in ARTICLE I of this Agreement, with any employee organization other than the Association for the duration of this Agreement.
- E. Except as this Agreement shall otherwise contain, established past practices under this contract providing benefits shall continue in effect during the term of this Agreement.
- F. This Agreement incorporates the entire understanding of the parties and 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 PROCEDURE

#### A. Definition

A "grievance" shall mean a complaint by a member of the bargaining unit that there has been to him a personal loss, injury or inconvenience because of a violation, mis-interpretation or inequitable application of an established policy governing unit members. A grievance to be considered under this procedure must be initiated by the unit member or Association within 30 calendar days of its occurrence. Failure at any step to appeal a grievance within the specified time limits shall be deemed waiver of further appeal of the decision. Failure by the Board at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit the Association to proceed to the next step.



GRIEVANCE PROCEDURE  
Continued

B. Procedure

1. Any employee who has a grievance shall discuss it informally with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the unit member or Association within five (5) school days the Association shall set forth his grievance, in writing, to the principal specifying:
  - a. the nature of the grievance
  - b. the nature and extent of the injury, loss or inconvenience
  - c. the results of previous discussions
  - d. Association's dissatisfaction with decisions previously rendered.

The principal shall communicate his decision to the unit member or Association, in writing, within five (5) school days of receipt of the written grievance.

3. Within five (5) school days, after receipt of the principal's decision, the unit member or Association may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal as specified above and the dissatisfaction with decisions previously rendered. The superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The superintendent shall communicate his decision, in writing, to the unit member or Association and the principal.
4. If the grievance is not resolved to the unit member's or Association's satisfaction, the Association may request a review by the Board of Education. The request shall be submitted within ten (10) school days after receipt of the superintendent's decision. The superintendent of schools shall attach all related papers and forward the request to the Board of

GRIEVANCE PROCEDURE  
Continued

Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the unit member or Association. A decision in writing, will be rendered within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the unit member or Association, whichever comes later.

5. If the unit member or Association is dissatisfied with the decision of the Board of Education, the Association may request the appointment of an arbitrator; however, the decision of the Board of Education is final and binding concerning grievances as follows:
  - a. any matter for which a method of review is prescribed by law or,
  - b. any rule or regulation of the State Commissioner of Education or,
  - c. any by-law, rule, regulation and/or policy of the Board of Education,
  - d. any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone,
  - e. a complaint of a non-tenure unit member which arises by reasons of his not being re-employed,
  - f. or a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.
  
6. The following procedure will be used to secure the services of an arbitrator:
  - a. A request shall be made to the American Arbitration Association or Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - b. If the parties are unable to determine a mutually

satisfactory arbitrator from the submitted list, they will request the American Arbitration Association or Public Employment Relations Commission to submit a second roster of names.

- c. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association of Public Employment Relations Commission may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitration hearing.

C. Costs

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator shall be shared by the Board and the Association.
3. If time is lost by any unit member due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the unit member must either be without pay or charged to personal time.

ARTICLE IV

ASSOCIATION PRIVILEGES

- A. The Association may, upon request, have the privilege to use school equipment, typewriters, mimeographing (Xerox) machines, ditto machines, calculating machines and all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use. Such office equipment shall remain in its fixed and permanent position. Permission will not be withheld unreasonably.

ARTICLE IV

ASSOCIATION PRIVILEGES

Continued

- B. The Association shall have the privilege to use the inter-school mail facilities and school mail boxes as it deems necessary.
- C. Officers, members of the executive committee and building representatives of the Association, representatives of the County Association, New Jersey Education Association and the National Education Association shall be permitted to transact official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
1. All Association visitors shall report to the office upon arrival to the building.
  2. Reasonable times shall be defined as: When personnel are not assigned to regular, professional, preparation or emergency school duties.
  3. The Association president shall be released, with the principal's approval, one preparation period per day, which has been scheduled before or after the president's lunch period, to perform his functions as Association president in the enforcement of this Agreement.
- D. The Association and its representatives shall have the privilege to use school buildings as long as administrative permission has been granted in accordance with Board policy. The principal of the building in question shall be notified one day in advance of the time and place of all such meetings.
1. Approval shall be required within the framework of building availability.
- E. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge and unit member's dining room providing the facilities are not used for classrooms.
1. The location of Association bulletin boards in each room shall be designated by the Association and Administration.
  2. Copies of all materials shall not be posted on such

## ASSOCIATION PRIVILEGES

### Continued

bulletin boards until approved by the building principal by signature or stamp.

- F. If, in the judgment of the Board, office space becomes available and its location is mutually agreed upon, such space will be provided without cost to the Association. The Board, however, reserves the right to reassign space as needed to accommodate the primary function of the building, that being, a place to educate.

## ARTICLE V

### UNIT MEMBER ADMINISTRATION LIAISON

#### A. Building Level Faculty Council

##### 1. Organization

The Association shall select a Faculty Council for each school building which shall meet with the principal at least once a month after the school day without compensation for the duration of the school year. Said Council shall consist of not more than one (1) member for every twelve (12) unit members in the school building, but shall in no event have less than one (1) member per building.

##### 2. Areas for Faculty Council Consideration

Areas for consideration by the Council shall include, but not be limited to, school building level decisions regarding:

- a. Administration of this Agreement
- b. Facilitation of programs and recommendations of the Instructional Council hereafter established in this Agreement;
- c. Revision and development of building policies and practices.

#### B. Meetings with Superintendent

The Association's representatives shall meet with the superintendent at least once a month during the school year to review and discuss current school problems and practices

UNIT MEMBER ADMINISTRATION LIAISON  
Continued

and the administration of this Agreement.

- C. These committees serve only in advisory capacity. The committee's recommendation will be presented to the Board. The Chief School Administrator will convey the Board's position, in writing, within thirty (30) days.

ARTICLE VI

INSTRUCTIONAL COUNCIL

A. Organization

1. Purpose

An Instructional Council shall be established and shall meet no later than November 1st of each school year. The purpose of the Council shall be to strengthen the education program through recommendations, research, implementation and evaluation by the superintendent and the Association to best meet the needs of the students, the schools and the community. The Council may consider, but not be limited to, advising the Board and the Association on such matters as curriculum improvement, teaching techniques, instructional organization patterns, experimentation, extra curricular programs, inservice training and staff development, pupil testing and evaluation, philosophy and educational goals of the district, unit member recruitment, research, educational specifications for buildings and other related matters regarding the effective operation of the Winslow Township School District.

2. Membership

The Council shall consist of four (4) representatives appointed by the superintendent and four (4) representatives appointed by the Association.

3. Committees

The Council shall be authorized to establish sub-committees or ad hoc committees for specific project to allow for those who would be affected by Council recommendations to have an opportunity to be involved.

INSTRUCTIONAL COUNCIL  
Continued

4. Individual Initiative for Suggestions

The Council shall encourage the initiation of ideas and suggestions for projects by individual unit members, departments, grade levels, Association committees, administrators, Board Members, students, parents or other interested parties.

5. Meetings Scheduled

Council meetings will be scheduled after school without any additional monetary compensation for those involved.

- a. Council will meet a minimum of six (6) times during each school year.
- b. Council will meet with Board of Education four (4) times a year before regularly scheduled Board meeting.

6. Instructional Council

The Instructional Council will serve only in an advisory capacity. The committee's recommendations will be presented to the Board. The Chief School Administrator will convey the Board's position, in writing, within thirty (30) days.

ARTICLE VII

EMPLOYMENT

- A. Each Winslow Township Elementary School teacher shall continue to be placed on the entitled step of the salary scale, except when an increment is withheld in accordance with N.J.S.A. Title 18A.
- B. In the event a reduction in force becomes necessary, it will be discussed with the Association in accordance with existing regulations.

## ARTICLE VIII

### ASSIGNMENT

- A. All unit members shall be given written notice of their tentative class and/or subject assignment, tentative building assignment and room assignment for the forthcoming year not later than May 30th.
- B. In the event that changes in such schedules, class and/or subject assignment, building assignment or room assignment are required, the unit member affected shall be notified if not possible, in writing by a letter sent to the summer address previously designated by the unit member. A conference may be had with the superintendent if so desired by the unit member.

## ARTICLE IX

### TRANSFERS

- A. Voluntary transfers and re-assignments
  - 1. No later than May 1st of each school year the superintendent shall deliver to the Association a list of the known vacancies which shall occur during the following school year.
  - 2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the superintendent not later than May 15th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. A new request must be submitted yearly and if not granted on initial application, it will be held by the superintendent for one (1) full year.
- B. Involuntary transfers and re-assignments
  - 1. No vacancy shall be filled by means of involuntary transfer or re-assignment if there is a qualified volunteer (as determined by the superintendent) available to fill said position.
  - 2. When an involuntary transfer is necessary, all factors, including length of service, shall be considered by the superintendent making the decision.



TRANSFERS  
Continued

3. When all other factors are equal (as determined by the superintendent) length of service shall be the deciding factor.
- C. The provisions of this article are subject to the grievance procedure unless deemed illegal by New Jersey Annotated Statutes, New Jersey Administrative Code or Judicial Decisions.

ARTICLE X

PROMOTIONS

- A. All vacancies in administrative or instructional supervisory positions, promotional in nature, caused by death, retirement, discharge, resignation or by the creating of new 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 thirty (30) days in advance and in no event less than seven (7) days in advance).
    - a. In addition, the superintendent may concurrently publicize the position outside the school district.
    - b. Vacancies which arise during July and August shall of the Board and also in each school.
    - c. Staff members who wish to be considered for a promotion to a position which may develop during the summer must submit each year, during the month of June, a letter to the superintendent notifying him of their desire. Should an opening occur for which a staff member is qualified, a registered letter will be sent to the address he designates as his summer address. Reply within ten (10) days of receiving certified letter delivered to addressee only. On September 1, the superintendent may destroy all letters.
  2. Said notice of vacancy shall clearly set forth the qualifications for the position.

PROMOTIONS  
Continued

3. Vacancies shall be filled on the basis of fitness for the vacancy as determined by the Board of Education. Consideration will be given to qualified applicants within the school district.
4. Qualified persons 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.
5. Promotional positions are defined as follows:
  - a. Positions paying a salary differential
  - b. Positions on the administrative-supervisory level including, but not limited to, positions such as:
    - (1) Assistant Superintendent
    - (2) Administrative Assistant
    - (3) Principal
    - (4) Assistant Principal
    - (5) Supervisor of Instruction
    - (6) Department Head
    - (7) Department Chairman
    - (8) Coordinator
    - (9) Teacher
6. The Board shall request recommendations from the superintendent and may require that individual interviews be scheduled, but reserved the right to make all final decisions regarding appointments.

ARTICLE XI

SPECIALISTS

The Board and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program; however, final decision rests upon the Board as to the selection and number.

## ARTICLE XII

### SICK LEAVE

- A. All persons holding any office, position, or employment in all school districts, regional school districts, or county vocational schools of the State who are steadily employed by the Board or who are protected in their office, position, or employment under the provisions of Sections 18A:30-2 to 18A:30-7 of the Revised Statutes or under any other applicable law shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year. If any such person required in any school year less than this specified number of days of sick leave with pay allowed, all days or such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
- B. Eleven (11) month employees shall be allowed eleven (11) days sick leave per year.
1. The need for presentation of a medical certificate after sick leave shall be at the discretion of the superintendent or principal.
  2. Number of sick days should be noted on last pay check in June.
  3. All teachers may transfer a maximum of ten (10) unused sick leave days from a previous school district of employment if the amount is certified by the Superintendent of Schools or Secretary of the Board of Education.
- C. Should all accumulated sick leave of an employee be depleted in any one (1) year, upon the presentation of a medical certificate requesting further sick leave, a leave of absence for a maximum of twenty (20) additional consecutive school days shall be granted to any district employee who has been employed by the Board for at least five (5) full years and such employee shall be paid at the rate of twenty (20) percent of the daily rate. For a ten (10) month position, the daily rate shall be one two-hundredth (1/200) of annual salary. For a twelve (12) month position, the daily rate shall be one two-hundred-fortieth (1/240) of annual salary.
- D. Unused sick leave shall be compensated at 1/3 of the daily rate (daily rate equals salary divided by 200) to a maximum of 60 days provided the employee retires in accordance with the regulations of the T.P.A.F. or P.E.R.S. and has

SICK LEAVE

Continued

completed fifteen years of service in the district. In the event of death the monies shall be paid to the named beneficiary.

- E. During the 85-86 school year a committee shall be formed composed of representatives from the Board and the Association to improve unused sick leave compensation reimbursement. Upon ratification by both parties the compensation will commence with the 86-87 contract.

ARTICLE XIII

PERSONAL LEAVE

- A. Every employee shall be granted personal leave of no more than three (3) days per year without deduction for urgent personal reasons, provided that such leave be requested and approved by the superintendent at least twenty-four (24) hours in advance of the time for which leave is requested, except in cases of extreme emergency.
1. Unit members will be compensated at the rate of 1/2 of certified substitutes daily rate for any of the three unused personal days.
  2. Should a unit member take no personal days during the school year, then that unit member may choose between having three days added to accumulated sick leave or take the appropriate compensation indicated in A.1. of this clause.
- B. Every employee shall be granted personal leave, without deduction, of up to five (5) days in case of a death within the immediate family (father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law) and one (1) day in the case of other close relatives.
- C. Any employee serving on a jury shall receive full pay for such time he is required to serve on such jury, less that amount paid for the jury service.
- D. Personal leave shall be granted to part-time employees in proportion to their period of employment.

## ARTICLE XIV

### LEAVES OF ABSENCE

- A. A leave of absence, without pay, for one or two full school years shall be granted to any tenure teachers who join the Peace Corps., VISTA, National Teacher Corps. or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs or accepts a Fulbright Scholarship. Applicant shall submit request sixty (60) days in advance, in writing.
- B. A teacher under contract with the Board who shall be called into the service of his country as a result of due processes of the Selective Service System shall be placed upon military leave of absence in accordance with the Statutes of the State of New Jersey (Section 18A:6-33) and the ruling of the Attorney General for such time as the teacher shall remain in military service. The teacher shall, upon written application, be entitled to re-employment in the original or similar position together with the necessary salary adjustment to which he is entitled by virtue of his combination of military service and teaching experience provided that:
1. The teacher makes such application for re-employment within ninety (90) days after release from the military service.
  2. The separation from military service shall be any type other than dishonorable.
  3. That in the computation of salary benefits, the teacher shall be entitled to increments based upon either his military service or the crediting of such service, but in no circumstances to be granted double increments for the same period of time.
  4. Further, that at the time of applying for reinstatement, the teacher provides acceptable proof of his military service and of his type of separation. As required by the Statutes of the State of New Jersey (Section 18A:6-33) and the interpretations thereof by the Attorney General during the period of such military service, the Board shall pay for the teacher his pension annuity contribution in accordance with Teacher Pension and Annuity Fund legal requirements which shall be adjusted annually in accordance with the automatic increments of the particular salary schedule then in full force and effect. Nothing contained above shall in any way be construed

## LEAVES OF ABSENCE

### Continued

as to prevent the Board from considering the needs of the district at the time the teacher applies for reinstatement or to require the Board to re-employ a teacher returning from military leave when the circumstances have dictated a reduction in force and all remaining teacher have seniority due to tenure. In such instances, the particular teacher shall be placed on a waiting list in accordance with his rank.

Time spent by a teacher in military service may count toward salary and toward meeting requirements for permanent certification, but shall not count as time credited toward tenure.

- C. A leave of absence, without pay, for up to two (2) years may be granted for the purpose of caring for a sick member of the unit member's immediate family, or a member of the household for whom the unit member is legally receiving an income tax deduction.
- D. All benefits to which a unit member was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave eligibility, shall be restored to him/her upon his/her return; and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- E. All applications for extensions or renewals of leaves of absence, less than the maximum provided in the leave policy shall be applied for in writing and decision rendered in writing. Additional leave may be granted at the discretion of the Board.
- F. Disability Leaves
  - 1. A unit member who anticipates a disability shall notify his/her immediate supervisor, in writing, of the anticipated commencement of the disability as soon as the employee knows of it. All benefits to which a unit member was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored upon return, and every effort shall be made to assign the unit member to the same position which was held at the time said leave commenced, if available.

## LEAVES OF ABSENCE

Continued

2. a. In the case of pregnancy, the unit member shall inform the supervisor of the anticipated delivery date.
- b. No later than 60 calendar days prior to the anticipated delivery date, the unit member shall request a leave of absence while she is disabled, for which accumulated sick leave may be utilized.
- c. Unless a medical certificate is provided to the contrary, it shall be presumed that the pregnant unit member's period of disability shall commence 30 calendar days prior to the delivery of her child and terminate 30 calendar days subsequent to the delivery of said child.
- d. When this occurs, a unit member who is placed on leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits. Whenever possible, the Board will permit the immediate return of a unit member whose disability terminates within 45 calendar days of delivery. In the alternative, the only time a unit member may return to work, if not within 45 calendar days of said delivery, shall be on the commencement day of each marking period of a school year.
- e. Following the grant of such leave to any unit member, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by unit member to the Board.
- f. It is the intent of the Board and the Association to abide by all Federal and State Statutes, and Federal and State judicial decisions as they may pertain to the inalterable rights of either the employee or employer.

### G. Child Care Leaves

1. A leave of absence without pay for up to one year shall be granted for child rearing for all tenured unit members, and may be granted to non-tenured unit members

## LEAVES OF ABSENCE

Continued

under the negotiated agreement. An employee granted such a leave shall return to his/her teaching position at the commencement of either the first or the third marking period. Any employee whose normal work year commencement date would be prior to the commencement of the first marking period, shall return by his/her normal commencement work days, or by the commencement of the third marking period.

2. A unit member desiring an unpaid leave shall apply no less than 60 calendar days before the anticipated date for commencing child care leave.
3. If a unit member has been employed for part of the school year, an increment of service shall not be granted, unless the unit member has been under contract with the Board of Education of Winslow Township for at least 85 teaching days.
4. A unit member on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits, except as statutorily required.

## ARTICLE XV

### PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a unit member is only an appropriate concern of the Board when it prevents the unit member from performing properly his assigned functions during the work-day.
- B. Unit members shall be entitled to full rights of citizenship and no religious or political activities of any unit member or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such unit member, providing such activities do not violate any local, state or federal laws.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Board of Education of Winslow Township and they acknowledge the fundamental need to protect unit members from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their functions. Accordingly, they agree as follows:



PERSONAL AND ACADEMIC FREEDOM

Continued

1. Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously or otherwise controversial material, provided only that said material is appropriate for the age and maturation of the students involved.
2. The principal and supervisors shall at all times have the right to discuss and suggest to the unit members their concern about any item currently being taught.
  - a. The unit member has recourse to the Grievance Procedure if he feels he is discriminated against.

ARTICLE XVI

CLASS SIZE

- A. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interests of the district as deemed administratively feasible.

ARTICLE XVII

HOURS AND LOAD

- A. Unit members shall indicate their presence for duty by initialing the unit members' attendance register in the main office.
- B. The starting and ending time of each day shall be determined by the Superintendent of Schools after consultation with the Administrative Staff and the Unit Members Administration Liaison.
  1. Length of the day:
    - a. Under normal circumstances, shall not exceed seven (7) hours with the exception of Teacher Assistants who shall not exceed six (6) hours.

## HOURS AND LOAD

### Continued

- C. Teachers shall be required to report for duty thirty (30) minutes before the opening of the pupils' school day and shall be permitted to leave thirty (30) minutes after the school day.
1. Abbreviated days designated as parent conferences, in-service or workshops, are considered full days and shall require the usual hours. During a teacher-parent conference week, teachers shall be required to conduct evening conferences as necessary.
  2. On Fridays or on days preceding holidays or vacations, the unit member's day may end following the departure of the school buses unless otherwise directed by the administration.
- D. Unit members may leave the building without requesting permission during their scheduled duty-free lunch period. Signing in and out will be required. Exception: School nurses will be required to remain in the building but are still entitled to a forty (40) minute duty free lunch.
- E. There shall be one (1) required back-to-school night (i.e. open house; parent-teacher night; curriculum night, etc.) per year.
- F. Pursuant to past practice, physical education teachers shall be required to present one (1) evening physical education show at their respective school during the year as an extension of the physical education program.
- G. Pursuant to past practice, music teachers shall be required to present a winter and spring evening concert in each building as an extension of the vocal and instrumental music programs.
- H. When an evening program requires additional student supervision, unit members will be encouraged to volunteer as chaperones; however, their attendance is not mandatory.
- I. Unit members will not be required to transport students.

## ARTICLE XVIII

### WORK YEAR

- A. The in-school work year for unit members employed on a ten

## WORK YEAR

### Continued

month basis shall not exceed 183 days. The work year shall include two (2) in-service workshop days. Unit members are free to leave upon completion of all check-out procedures on the last student day of attendance. New personnel may be required to attend an additional one day of orientation.

- B. The in-school work year shall include days when pupils are in attendance, orientation days and other days when unit members attendance is required. Unit members who have not completely checked-out at the end of the school year may be required to do so on their own time.

## ARTICLE XIX

### MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its unit members although each unit member bears the primary responsibility for maintaining proper control and discipline in the classroom and in his immediate presence.
- B. The unit member recognizes that all disciplinary action and methods invoked by him shall be reasonable and just and in accordance with established Board policy.
- C. The administration and faculty are charged to take Maintenance of Classroom Control and Discipline to the Instructional Council.

## ARTICLE XX

### EVALUATION

#### A. Teachers

##### 1. Non-tenure Teachers

First year non-tenure teachers shall be evaluated by their administrative and supervisory personnel at least four (4) times in each school year.

##### 2. Tenure Teachers

Tenure teachers shall be evaluated by administrative and supervisory personnel at least one

## EVALUATION

### Continued

(1) time in each school year.

#### B. Procedures

1. In each instance, a written evaluation report shall be presented to the teachers, followed by a conference between the teacher and the administrative or supervisory evaluator for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction.
2. Classroom observations, in each instance, shall last at least 1/2 hour (30 minutes), each occurring on separate days.
3. Teachers shall have the option for additional observation through classroom visitation by another certified district supervisor to be followed by a written evaluation report and by a conference between the teacher and said supervisor for the purpose of making recommendations for the improvement of instruction.
4. All monitoring of the work performance of a teacher if it is included in a written evaluation report, shall be conducted openly.
5. A teacher shall be given a copy of any written evaluation report prepared by the evaluator at least one day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. The teacher shall have the right to submit a written response to any material within the written evaluation report within five (5) school days of the post-evaluation conference.
6. Evaluation conferences of classroom visitations shall occur within ten (10) school days of the observations. The conference shall be held within the teacher work-day. Times for this conference shall be mutually agreed upon.
7. The annual written performance report of all teachers shall follow the same procedures concerning a conference, time limits and placement in the teacher's

EVALUATION  
Continued

file as the procedures for written evaluation reports and in accordance with New Jersey Administrative Code Rules and Regulations (6:3-1.21).

C. Teacher Assistants

1. All employees shall be evaluated by their administrative and/or supervisory personnel at least twice a year, in each instance by a written evaluation report and by a conference between the employee and the evaluator.
2. All monitoring of the work performance, if it is included in a written evaluation report, shall be conducted openly.
3. An employee shall be given a copy of all evaluation reports. No employee shall be required to sign a blank or incomplete evaluation form. The employee shall have the right to submit a written response to any material within the written evaluation report within five school days of the date the post-evaluation conference has been scheduled.
4. Although the Board agrees to protect the confidentiality of personal references and other documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE XXI

PROFESSIONAL DEVELOPMENT AND  
EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society, unit members must constantly review curricular content, methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of unit members performance and attitudes. The Board and the Association support the principle of continuing training of unit members and the improvement of instruction. To work toward the ends stated above, the Board agrees to:
  1. Pay the full cost of tuition and other reasonable

PROFESSIONAL DEVELOPMENT AND  
EDUCATIONAL IMPROVEMENT  
Continued

expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which a unit member is required and/or requested by the administration to take.

2. To cooperate with the Association in arranging in-service courses, workshops, conferences, visits to industries or neighborhood school systems and programs designed to improve the quality of education. Such activities shall be coordinated through the Unit Member Administration Liaison and/or Instructional Council.
3. During the 85-86 school year the Board of Education will pay a sum of \$300.00 to teachers engaged in advanced study during the school year or summer at any accredited college. Teacher assistants will be paid a sum of \$150.00 for study at an accredited college. Beginning with the 86-87 school year the Board of Education will pay a sum of \$350.00 to unit members engaged in advanced study during the school year or summer at any accredited college. Teacher assistants will be paid a sum of \$175.00 for study at an accredited college.
  - a. The cost of tuition, registration and fees shall be paid at the exact cost but not exceeding the above limits. Any cost beyond the established limit will not be reimbursed.
  - b. Reimbursement shall be based upon the furnishing of satisfactory proof of payment to the college and the submission of an official transcript with a grade acceptable to the college for graduate credit.
  - c. Courses taken shall be related to the field of the teacher or his position. Any course required as part of a master's degree or doctor's degree shall be approved if the degree field is related to the teacher's field.
  - d. Any teacher advancing to a different salary scale as a result of courses taken will be placed on new scale September and February of that teaching year providing advance notice has been given

PROFESSIONAL DEVELOPMENT AND  
EDUCATIONAL IMPROVEMENT  
Continued

by December 31st of the preceding budgetary year.

e. Payments:

- (1) Shall not be made for courses taken to satisfy emergency or provisional certification requirements.
  - (2) Shall not be made for courses taken to pursue an advance or baccalaureate degree not related to the teaching profession (CPA, Law, etc.).
  - (3) Shall not be made for courses taken under NDEA, NSF or any other public or private funding.
4. Payment shall be made in January for Summer/Fall courses and September for Winter/Spring courses providing the employee is still under contract.
5. Teacher Assistants intending to exercise the provisions of Section A-3 in this Article must receive prior approval from the Superintendent. The decision of the Board will be final and not subject to arbitration. Such approval shall not be unreasonably denied.

ARTICLE XXII

FACILITIES

- A. When practical, each school shall have the following facilities:
1. Space in each classroom in which teachers may store instructional materials and supplies.
  2. An appropriately furnished room which shall be reserved for the exclusive use of teachers and other adults as a lounge and dining area. The adults shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge.
  3. A serviceable desk, chair and filing cabinet for the exclusive use of each teachers.

## FACILITIES

### Continued

4. Well lighted and clean teachers rest rooms, separate for each sex and separate from the students' rest rooms.
  5. Free and adequate off-street parking facilities, properly maintained.
  6. Suitable closet space for each teacher to store coats, overshoes and personal articles.
  7. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
  8. Adequate chalkboard space in every classroom.
  9. A complete and unabridged dictionary in every classroom.
  10. Adequate books, paper, pencils, pens, chalk, erasers and other such materials required in daily teacher's responsibilities.
  11. A teacher's work area to aid in the preparation of instructional materials.
- B. Upon the request of the Association, permission may be granted by the Board to install vending machines in the lounges.
1. The Association will be responsible for the maintenance of the machines both physically and financially.

## ARTICLE XXIII

### HEALTH INSURANCE PROTECTION

- A. The Board shall continue to provide complete coverage for the employee and employee's dependents by the New Jersey Public and School Employees Health Benefits Plan as provided by the Hospital Service Plan of New Jersey, Medical-Surgical Plan of New Jersey and the Prudential Insurance Company of America.
1. The Board shall abide by all rules and regulations as established by the New Jersey Health Benefits Program.



HEALTH INSURANCE PROTECTION  
Continued

2. Family Coverage - Prescription Plan (\$1.00 deductible) which is limited to one (1) per family when more than one (1) person of a married couple is employed in the school district.
3. Dental Plan - Board maintains full family dental insurance plan.

ARTICLE XXIV

PROTECTION OF UNIT MEMBERS  
STUDENTS AND PROPERTY

- A. The Board of Education will enforce all statutory provisions which relate to "protection of unit members, students and property."
- B. Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal.

Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable unit member's request for information in the possession of the Superintendent relating to the incident or persons involved and shall act in appropriate ways as liaison between the unit member, the police, and the courts.

ARTICLE XXV

REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year, during the duration of the term of the most current contract, which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under the proceedings established and maintained in accordance with the provisions of Chapter 477 P.L. 1979,

REPRESENTATION FEE

Continued

N.J.S.A., "a return of any part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative."

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fee and assessments charged by the Association to its own members for the membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year, covered in whole or part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin as quickly as administratively possible; however, in no event shall deductions begin later than the first paycheck paid:

- a. 29 days after receipt of the aforesaid list by the Board; or

## REPRESENTATION FEE

Continued

- b. 44 days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff in which event the deductions will begin with the first paycheck paid 30 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

### 3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

## D. Mechanics

1. Except as otherwise provided in this Article, the mechanics for the deduction of representation fee and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for deduction and transmission of the regular membership dues to the Association.
2. Changes in the list provided for in paragraph C-1 will be in accordance with the present APD dues deduction procedures.

## E. New Employees

1. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.
2. The date of employment will have said to begun when the employee is placed on the payroll and not the date when the Board approves his/her employment.

REPRESENTATION FEE  
Continued

F. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in strict compliance with the provisions of this Article, provided that:

1. The Board gives the Association 30 days notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
2. if the Association so requests, in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

ARTICLE XXVI

SALARIES

A. The salaries of all unit members covered by this Agreement are set forth in the Instructional Salary Scale, as amended to become effective July 1, 1985 for the 1985-86 and 1986-87 school year.

1. Unit members employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
2. Unit members employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
3. Unit members employed on a ten (10) month basis may individually elect to have ten percent (10%) of their monthly salary deducted from their pay and placed in the "Summer Payment Plan." These funds will be deposited in a savings account, providing the bank of depository is willing to accept this responsibility and the funds distributed to the unit members on the last working day.
4. When a pay falls on or during a school holiday, vacation or weekend, unit members shall receive their pay checks on the last previous working day.

SALARIES  
Continued

5. Unit members shall receive their final checks and the pay schedule for the following year on the last working day in June, providing the administration has indicated the unit member has satisfactorily completed all school closing obligations.
  6. Unit members may individually elect to have Savings Bonds deducted from their monthly salaries.
- B. All salary deductions will be made by the Secretary in accordance with the Statutes.  
All dues deducted for the Winslow Township Education Association, the Camden County Council of Education Association, the New Jersey Education Association and the National Education Association may be forwarded to the Winslow Township Education Association no later than fifteen (15) days after the close of the month for which they were deducted.

C. 1.

1985-86 INSTRUCTIONAL SALARY GUIDE  
(Effective July 1, 1985)

<u>LEVEL</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
A (1-2)	18,500	18,850	19,175	19,825	20,200	20,525
B (3-4)	18,800	19,150	19,475	20,125	20,500	20,825
C (5-6)	19,200	19,550	19,875	20,525	20,900	21,225
D (7-8)	19,825	20,175	20,500	21,150	21,525	21,850
E (9)	20,420	20,770	21,095	21,745	22,120	22,445
F (10-11)	21,050	21,400	21,725	22,375	22,750	23,075
G (12)	21,800	22,150	22,475	23,125	23,500	23,825
H (13)	22,700	23,050	23,375	24,025	24,400	24,725
I (14)*	24,500	24,850	25,175	25,825	26,200	26,525
J (15)* (16)	29,500	29,850	30,175	30,825	31,200	31,525

Teachers at Step #14 on the 1984-85 Instructional Salary Scale move to Step #15 on the 1984-85 Scale as of September 1, 1985 and move to Step I on the 1985-86 Scale as of April 1, 1986.

Teachers at Step #15 on the 1984-85 Instructional Salary Scale move to Step #16 on the 1984-85 Scale as of September 1, 1985 and move to Step #J on the 1985-86 Scale as of April 1, 1986.

C. 2.

1986-87 INSTRUCTIONAL SALARY GUIDE  
(Effective July 1, 1986)

<u>LEVEL</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
A	18,500	18,900	19,225	19,875	20,200	20,525
B (1-2)	18,800	19,200	19,525	20,175	20,500	20,825
C (3-4)	19,725	20,125	20,450	21,100	21,425	21,750
D (5-6)	20,395	20,795	21,120	21,770	22,095	22,420
E (7-8)	21,050	21,450	21,775	22,425	22,750	23,075
F (9)	21,825	22,225	22,550	23,200	23,525	23,850
G (10-11)	22,975	23,375	23,700	24,350	24,675	25,000
H (12)	23,855	24,255	24,580	25,230	25,555	25,880
I (13)*	27,500	27,900	28,225	28,875	29,200	29,525
J (15-16) (14)*	31,600	32,000	32,325	32,975	33,300	33,625

Teachers at Step H on the 1985-86 Instructional Salary Scale move to Step I on the 1985-86 Scale as of September 1, 1986 and move

SALARIES  
Continued

C. 2.

to Step I on the 1986-87 Scale as of April 1, 1987.

Teachers at Step I on the 1985-86 Instructional Salary Scale move to Step J on the 1985-86 Scale as of September 1, 1986 and move to Step J on the 1986-87 Scale as of April 1, 1987.

C. 3.

1985-86 SALARY GUIDE  
SPECIAL EDUCATION TEACHER ASSISTANTS

<u>Level</u>	<u>Salary</u>
1	\$7200
2	\$7837

1986-87 SALARY GUIDE  
SPECIAL EDUCATION TEACHER ASSISTANTS

<u>Level</u>	<u>Salary</u>
1	\$7500
2	\$7848
3	\$8542

- D. Unit members shall be notified of their contract and salary status no later than May 1st.
- E. Members of the Basic Child Study Team and the school nurses shall receive, in addition to their regular salary, \$500 per year. Work performed during July and August shall be compensated for at the rate of 1/200 of the salary guide per day.
- F. Teachers working in the Intra-Mural Sports Program, Art, Dance, Drama, Gymnastics or Music Programs, Summer Speech Program, Summer Instrumental Program, Home-Bound Instruction or any other Board sponsored Extra-Curricular Program shall be compensated at the rate of \$15 per hour or session.
- G. In the event that a teacher assistant is used as a substitute teacher, the teacher assistant shall receive additional compensation in the amount of seven dollars (\$7.00) per day of substitute assignment.

APPENDIX A

COMPLAINT PROCEDURE  
(Board Regulation #1312)

A. Statement of Purpose:

1. To provide procedures for the investigation of a complaint involving pupil and unit member or parent and unit member.
2. The Board of Education shall inform the complaining party there is a procedure that has been established for the resolving of complaints and shall encourage the utilization of said procedure.

B. Procedural Steps:

1. Unit member and pupil or unit member and parent may confer at this step to attempt to resolve any and all complaints. Any unresolved complaints will then be processed through.
2. Any complaint unresolved under Step 1 will be reviewed by the building principal or assistant principal in an attempt to resolve the matter to the satisfaction of all parties concerned. If the matter still remains unresolved, it will then be processed through Step 3.
3. Any complaint not resolved at Step 2 submitted by the complainant to the building principal, shall be forwarded to the superintendent and a copy forwarded also to the unit member or unit members involved.
4. Upon receipt of the written complaint, the superintendent will confer with all parties. The unit member has the right to be present at all meetings of the superintendent and the complainant. This right includes representation by any representative of the unit member's choosing at any meetings with the superintendent or at any meetings between the superintendent and the complainant.
5. If the superintendent is unable to resolve this complaint to the satisfaction of all parties concerned, he shall forward the results of his investigation, along with his recommendation, in writing, to the Board of Education and a copy to all parties concerned.



APPENDIX A  
COMPLAINT PROCEDURE  
Continued

6. After receipt of the superintendent's findings and recommendations, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board of Education and show cause why the superintendent's recommendations should not be followed. All parties shall have the right of representation by any representative of the parties' choosing.
  7. Copies of the action taken by the Board of Education shall be forwarded to all parties.
- C. In the event that a complainant refuses to utilize the above complaint procedure, the Board shall hear the complaint but render no decision regarding its merit until the complained against party or their representative is afforded an opportunity to present its position to the Board.

APPENDIX B

GRIEVANCE/DISCIPLINE  
(Board Policy #4118.11)

A. Grievances

No employee, employee association representative, member of any employee association or any other participant in a grievance procedure shall suffer reprisals in any way or suffer any professional disadvantage by reason of participation in the processing of any grievance.

B. Discipline

No employee will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1985 and shall continue in effect until June 30, 1987.
  - 1. This Agreement shall not be extended by oral or written Agreement and it is expressly understood that it shall expire on the date indicated.
- B. In witness thereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers, all as of the day and year first above written.

WINSLOW TOWNSHIP  
EDUCATION ASSOCIATION

By Sarah A. Gordy  
(President)

By Rosemary M. Hoffman  
(Secretary)

BOARD OF EDUCATION  
OF WINSLOW TOWNSHIP

By Edward C. Higgins  
(President)

By Fred A. Knight  
(Secretary)