

AGREEMENT

BETWEEN

WILLINGBORO TOWNSHIP
BOARD OF EDUCATION

AND

WILLINGBORO EDUCATION
ASSOCIATION

FOR THE

1984-1985

1985-1986

AND

1986-1987

SCHOOL YEARS

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WILLINGBORO BOARD OF EDUCATION
1984-1987

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PREAMBLE

In compliance with, and pursuant to the provisions of the existing laws of the State of New Jersey, this agreement is made and executed this _____ day of _____ between the Board of Education of Willingboro Township, Burlington County, New Jersey (hereinafter referred to as the "Board") and the Willingboro Education Association (hereinafter referred to as the "Association").

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ARTICLE I - RECOGNITION

A. The Board recognizes the Association as the exclusive representative of the personnel hereinafter listed for the purpose of collective negotiation of salaries and of the terms and conditions of employment pursuant to Chapter 123 P.L. 1974: (1) classroom teachers, nurses and librarians, (2) ten and twelve month counselors, social workers, speech therapists and learning disability teacher-consultants, (3) ten and twelve month psychologists, (4) certificated T.V. professional personnel, (5) head nurse, (6) non-supervisory, professional personnel in the summer credit make-up session and summer curricular project and (7) non-supervisory, professional personnel in the Saturday/Sunday suspension program, and any equivalent positions which, after the execution hereof, may be created by the Board.

B. The parties incorporate by reference the Unit Clarification Determination issued by the Public Employment Relations Commission In Board of Education of the Township of Willingboro, County of Burlington and Willingboro Education Association, NJEA, NEA, PERC No. 84-146.

C. Unless the context otherwise requires, the term "teacher" when used in this Agreement shall refer to all professional employees represented by the Association in the unit as above defined and reference to teachers of one gender shall include reference to teachers of the other gender.

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ARTICLE II - STATEMENT OF TEACHER-ADMINISTRATOR-BOARD OF
EDUCATION RELATIONSHIPS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law.

B. 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.

C. 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 III - TEACHERS RIGHTS AND RESPONSIBILITIES

A. Pursuant to Chapter 123 P.L. 1974, 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 lawful 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 123 P.L. 1974, or any 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 their membership in the Association and its affiliates, their participation in any lawful activities of the Association and its affiliates, collective negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. 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. This paragraph shall not apply to the withholding of any increment, the non-renewal of any non-tenured teacher or any proceeding brought subject to the Tenured Employees Hearing Act.

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C. Whenever any teacher is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that teacher in their office position or employment or the salary or any increments pertaining thereto, then said teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Willingboro Education Association present to advise and represent them during such meeting or interview. In the event that the superintendent directs any teacher to meet with the superintendent for the purpose of discussing said teacher's continuation in their office, position or employment, or a reduction in salary or salary increments, said teacher shall be entitled to receive prior written notice of the reason for the meeting and shall be entitled to have a representative of the Association present to advise and represent the teacher during said meeting. At a teacher's request, said teacher will have the assistance of the Association at any other conference which could adversely affect the continuation of that teacher in his or her office position or employment or the salary or other increments pertaining thereto.

ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board will make available to the Association in response to reasonable requests from time to time available public information concerning the financial resources of the District,

including annual financial reports and audits, published director of personnel, agendas and minutes of all public meetings of the Board, census data, names and addresses of all teachers, and all other public information which may be necessary for evaluation of grievances or complaints and for intelligent negotiation.

B. Whenever any representative of the Association 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 shall have the right to use the school buildings at reasonable hours:

1. for meetings;
2. for conferences with individual teachers about grievances or about potential grievances;
3. for building meetings not less than ten (10) minutes after the students leave provided that such meetings do not interfere with any school program and provided that notice in writing be given to the building principal two (2) school days in advance.

Such meetings and conferences shall be held with the prior approval of the building principal, which approval shall not be unreasonably withheld.

D. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge and teacher's dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted 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. For every position included within the unit and for every position supervisory to personnel of the unit, the Board will prepare separate, written job descriptions and provide the Association with a copy of the same. Said job descriptions shall contain the title of the job and a statement of the functions and responsibilities of the incumbent.

G. The person designated by the Association to serve as its Grievance Chairperson shall be released from his or her duty period to conduct Association business relating to grievances or potential grievances.

ARTICLE V - 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 expendi-

ture 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. The length of the regular work day shall be seven (7) hours for kindergarten and elementary teacher (K through 7 grades) and seven and one-quarter (7 1/4) hours for all other members of the unit. Teachers shall not be required to report earlier than fifteen (15) minutes before the start of the school day.

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. Where administratively possible, secondary school teachers shall not be scheduled for more than three (3) consecutive periods.

E. 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 the superintendent's designee may work out with the individual concerned an agreement

for compensatory time off or adequate compensation. The individual involved may be represented by the Association in any discussions hereunder with the superintendent or the superintendent's designee.

F. Art, music and physical education teachers in the elementary school shall have a preparation and conference period of ten minutes immediately after reporting for duty but prior to the start of the instructional program.

G. All teachers in the elementary schools shall, in addition to their duty free lunch periods for preparation-conference of thirty minutes during the period of time that their classes are being conducted by the art, music and physical education special area teachers. All elementary school teachers shall, however, be present at the beginning and at the end of the period of special instruction in order to be able to continue the instruction in said areas during the remainder of the school schedule. Absent art, music, and/or physical education teachers shall be replaced by substitutes.

H. No teacher shall be assigned to the supervision of any lunchtime playground period.

ARTICLE VI - TEACHING

A. WORK YEAR

1. The work year of teachers holding ten month employment contracts covered by the classroom salary

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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. Other members of the unit holding ten month employment contracts 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 schools.
3. The work year of members holding twelve month employment contracts shall commence on July 1 and terminate on the succeeding June 30. Said unit members shall be entitled to twenty-three (23) working days vacation which shall be taken between the Monday following the close of school and one week prior to Labor Day of the following contract year, unless written permission is received from the superintendent to take vacation days during some other period. Said unit members shall observe the same calendar observed by personnel who work ten months; i.e., they shall be entitled to observe as holidays the days which are so designated by the provisions of the school calendar established pursuant to Article VII hereof.

4. With respect to unit members holding twelve month employment contracts, vacation time as referred to above is earned during the fiscal year immediately preceding that in which it is taken. Any person who had been employed during the entire preceding fiscal year shall be entitled to vacation time set forth in paragraph A.3 of this Article. Any person who had been employed during only a portion of said preceding fiscal year shall be entitled to vacation time at the rate of one and one-half (1 1/2) days for each month of employment. Persons in the latter category whose employment begins after the first day of the calendar month or terminates prior to the last day of the calendar month shall be credited for a full month's employment for the purposes of computing vacation time, provided that they shall have been employed for fifteen working days during said month.
5. In the event that any unit member holding a twelve month employment contract is separated from service prior to June 30 of a given contract year by reason of their death or disability, that member shall be entitled to receive a cash payment for the monetary value of the current vacation standing to their credit at the rate of salary prevailing at the time of their separation, but in this instance vacation

credit shall be computed at the rate of 1.916 days for each month of employment. A person in this category shall be considered as having worked a full month for purposes of computing said vacation credit if they had been employed for fifteen working days during said calendar month.

B. AFTER SCHOOL MEETINGS

1. Building staff meetings may be called at the discretion of the building principal. These meetings are to be held during the regular teachers' day. There may be ten meetings per year which may extend beyond the regular teachers' day.
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 teachers' professional responsibility.
3. Notwithstanding the above sections of this paragraph, attendance at back to school night shall be mandatory. Back to school night shall occur no more than once per school per year. Individual teachers shall be permitted to request emergency relief from this requirement and such request shall not be unreasonably denied. Such requests shall be submitted by the teacher to her/his building principal. The teachers in a given school, attending back to school night shall be permitted to leave at the student dismissal time on the day of back to school night

in that school.

C. LUNCH PERIOD

1. 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.
2. The assignment of secondary school teachers to lunch duty during student lunch periods shall be made on an equalized basis among staff members in each secondary school facility.

D. PREPARATION-CONFERENCE PERIOD

All teachers in the secondary schools shall, in addition to their lunch period, have conference-preparation time equivalent to the time that one class meets with the teacher during a week (approximately 200 minutes), or approximately one-fifth of the five teaching periods as stated in Article VI, paragraph E, or approximately 200 minutes per week; provided, however, that no such teacher would be without a preparation-conference period on more than one day within any five day work week.

E. NUMBER OF TEACHING PERIODS

In addition to homeroom duty, secondary school teachers shall not be assigned to more than five (5) teaching periods per day, except for those secondary school teachers assigned to the vocational education program. Secondary school teachers assigned to the vocational education program will receive teaching assignments equivalent to the time per day represented by six (6) teaching periods.

ARTICLE VII - SCHOOL CALENDAR

The Association and the administration shall jointly endeavor to develop a calendar for the school years 1983-1984 and 1984-1985 covered by this Agreement 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 its respective proposals to the Board.

ARTICLE VIII - CLASS SIZE

The class size should be reduced to the optimum educational size as soon as the number of classrooms and pupils in the total district permit. The direction of the education program in Willingboro should be set by a goal of twenty-five (25) pupils per average class.

ARTICLE IX - 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 be notified of the action taken

not later than May 1 and September 15 respectively. A copy of each notice so published shall be supplied to the Association no later than the pertinent date hereinbefore mentioned.

B. Applications for each such position shall be received from members of the unit. No application shall be considered from any other source unless and until the procedure here prescribed has been exhausted and a vacancy remains unfilled. In the process of selection consideration may be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and attendance record. When two applicants are substantially equal in the qualities so considered, the governing factor shall be length of service rendered in the district.

C. The Board agrees to provide to the Association president or the president's designee, upon request therefore to the Personnel Manager, the basis upon which selections were made for any such positions and the criteria utilized in making the same.

D. Where the provisions of this article are in conflict with the affirmative action requirements of any law, those affirmative action requirements shall prevail.

ARTICLE X - PROMOTION

A. 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

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assistant superintendent, administrative assistant, supervisor, principal, grade level chairperson, instructional specialist, coordinator and assignments to which an honorarium is attached.

B. 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. A copy of each notice so published shall be supplied to the Association by ordinary mail within the applicable time limit hereinabove prescribed.
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 limit specified in the notice.
4. Such vacancy shall be filled on the basis of fitness for the vacant positions provided, however, that when one or more applicants request the same position other qualifications being equal, seniority in the District shall prevail.

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, unless otherwise required by an affirmative action law or regulation applicable to the district.

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 qualification for filling such position.

F. The incumbent in any position for which an honorarium is paid shall be considered as having reapplied for the same position in the next succeeding school year without having submitted a new application form unless the incumbent notifies the Personnel Manager in writing of their desire not to be reconsidered for said appointment on or before May 1.

G. The Board agrees that it will send each unsuccessful applicant for a promotional position a written notice indicating that their application was rejected.

ARTICLE XI - TRANSFER POLICY

A. TEACHER REQUEST

1. A teacher may request a change in school, assignment or both when such request is made before June 1. A written request shall be sent to the Personnel Manager. When two equally qualified teachers request the same position, seniority in the District will prevail.
2. A list of the known vacancies that will exist in the following year will be posted by May 1 in all schools so that teachers may apply for open positions. This list will be kept up to date through semi-monthly revisions in which new openings, as occurring, will

be published. During the summer this list will be kept posted in the Board office. A copy of such will be sent to the Association president at his/her home or office address.

B. INVOLUNTARY TRANSFER

1. The parties recognize the possibility that circumstances may render necessary an involuntary reassignment from one school to another. In the event that such reassignment becomes necessary, all reasonable efforts shall be made by the Board to obtain and assign a qualified volunteer to the position involved provided, however, if no such volunteer is available an involuntary transfer may be made.
2. No involuntary transfer will be made without prior notification and without a prior consultation between the transferee and the Personnel Manager. The Association at the request of the transferee may have a representative in attendance at such conference.
3. Under no circumstances shall the process of transfer be utilized as a punitive measure against the transferee.

C. The Personnel Manager as the Board's designee shall meet with a representative of the Association to discuss non-binding transfer procedures. Such discussions shall be reported, in writing, to the Board but shall remain non-binding.

ARTICLE XII - PERSONNEL PROCEDURES

A. EMPLOYEE ABSENCE

1. For the 1984-85 school year all ten month employees shall receive thirteen days annual sick leave, and all twelve month employees shall receive fifteen days annual sick leave. Beginning with the 1985-86 school year, all ten month employees shall receive twelve days annual sick leave, and all twelve month employees shall receive fourteen days annual sick leave. In the event that an employee is absent due to a continuing, extended illness for a period of time exceeding their accumulated sick leave, the Board agrees to pay to said employee, during the period of said continuing absence, but limited to the number of days equivalent to their accumulated sick leave prior to the inception of the absence in question, a sum equivalent to the difference between the employee's per diem rate and the per diem cost to the Board of the substitute for said employee. A continuing, extended illness as referred to above shall be defined as an illness which necessitates employee absence for a consecutive period of 10 or more working days. All employees shall also be entitled to the following leaves with pay:

- a. Death in the immediate family - five (5) days. For purpose of definition, the "immediate family" will mean father, mother, grandparents, wife, husband, children, step-children, grandchildren,

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brother(s), sister(s), mother-in-law, father-in-law, or other relatives domiciled in the employee's household.

b. Personal business days and religious days.

1. The nature of the personal business need not be stated. Religious holidays to qualify for time off with pay shall be only those listed by the Commissioner of Education and observe by the employee's professed religion.
2. Requests for religious days must be submitted to the building principal or, in the case of other employees, to their immediate superior seven calendar days in advance of the day on which leave is requested; requests for personal days must be submitted to the building principal or, in the case of other employees to their immediate superior, three working days in advance of the day on which leave is requested.
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 and religious days will not be cumulative from year to year.
6. The employee shall be permitted to utilize a combined total of three (3) days for personal business or religious leave during their contract year.

c. Marriage - a maximum of five (5) consecutive days for marriage and honeymoon which shall be charged against the individual's personal business/religious leave to the extent available; and, otherwise to be taken without pay. This leave can begin on the day before or following a holiday as opposed to other uses of personal business leave.

- d. 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 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 1/200ths of the salary should be made from the last salary check for each day excused.
- e. Two days per school year of professional leave for the purpose of attending professional conferences, observation at other school districts, or similar professional activities, provided that a request for such leave is submitted in writing at least seven (7) days prior to the date for which leave is being requested and provided that the same is approved by the superintendent.

2. Retirement Pay Plan

- a. Employees who retire from the District or who die while in the active employ of the District shall be entitled to a retirement pay to be calculated as follows:

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1. Payment shall be at the rate of \$20.00 per unused, in-district, accumulated sick leave day if retirement is during the 1984-85, 1985-86 or 1986-87 school year.
 2. Such payment shall only be for sick leave days accumulated while the individual is in the active employ of the District and shall not include sick days, if any, which an individual is credited with upon beginning employment in the District.
 3. If an employee is credited with sick leave upon employment in the District, annual sick leave and in-district sick leave shall be utilized prior to such credited sick leave for sickness during said individuals employment.
 4. Payment shall be to the retiree or his/her estate, whichever is applicable.
- b. Retirement is defined as the term is used by the Teachers Pension and Annuity Fund, and does not mean the mere termination of employment with the District.

B. LEAVE OF ABSENCE

1. Leave of absence without pay up to one year may be granted to a tenure teacher for the purpose of caring for a sick member of the employee's immediate family. Additional leave beyond the year may be granted at the discretion of the Board.
2. All benefits to which a unit member was entitled at the time of commencement of leave including unused sick leave and credits toward sabbatical eligibility (if any) shall be restored to them upon their return. The unit member shall be assigned to the same position which they last held if available, or, if not, to a substantially equivalent position.
3. Application for leave may be made for other good cause provided that denials of such leave shall not be arbitrable and the Board shall be the final step in any grievance thereon.

C. MATERNITY LEAVE/CHILD REARING LEAVE

1. Any teacher seeking a leave of absence for reasons associated with pregnancy shall file a written request for such leave with the superintendent at least thirty (30) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said

teacher proposes to return. The Board shall honor the leave dates so requested, if the same will not substantially interfere with the effective administration of the educational program to which the teacher was assigned, and subject to the following conditions:

- a. The Board may require as a condition of the teacher's return to service production of a certificate from a physician certifying that the teacher is medically able to resume their duties.
 - b. With respect to non-tenure teachers, no such leave shall extend beyond the end of the current year in which leave is to commence.
 - c. With respect to tenure teachers, no such leave shall extend beyond a period of twenty-four (24) calendar months from the date on which said leave is to commence.
2. The Board reserves the right to remove any pregnant teacher from any position or to insist that the teacher accept a leave of absence therefrom if, after the pregnancy is confirmed, the teacher's teaching performance has substantially declined in comparison to their performance prior to the medical confirmation of pregnancy, or if the teacher's physical

condition or capacity is such that their health would be impaired if the teacher were to continue teaching. Such physical capacity shall be deemed so impaired if any of the following occur:

- a. The pregnant teacher, after written request from the superintendent, fails to produce a certification from their physician that they are medically able to continue to perform their duties; or
- b. The pregnant teacher's physician and a physician designated by the Board agree that the teacher is not medically able to perform their duties; or
- c. If, after a difference of medical opinion by the teacher's physician and the Board's physician, a third physician designated by mutual agreement of the teacher and the Board, or, if no such agreement can be reached, by the Burlington County Medical Society, certified, that, in said physician's opinion, the teacher is not medically able to perform their duties. If it becomes necessary to seek the opinion of a third physician, the fee shall be shared equally by the Board and the teacher involved.

3. In the event that a teacher's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said teacher may apply for early reinstatement by filing a written request therefore with the superintendent accompanied by a physician's certificate that the teacher is medically able to resume or to continue to perform their duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the teacher in question during the period for which leave had been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the educational program to which the teacher in question was assigned and seeks to be reinstated.
4. After the grant of leave to any teacher pursuant to the provisions of Part C of this Article, the Board will give reasonable consideration to requests from the teacher for either the extension or reduction of that period of leave so granted, provided that the teacher requesting same makes written application for such adjustments to the Superintendent of Schools and

submits with that application a certificate from a physician certifying that said reduction or extension of leave is not medically contra-indicated and that the teacher is or will be able to resume all duties on the date on which resumption is requested.

D. All teachers on leave of absence intending to return to active employment shall notify the superintendent or the designated Administrator, in writing, of said intention at least three (3) months prior to date of return.

ARTICLE XIII - 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, performance 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 unit member shall be given the opportunity to review the contents of this file once during the year by request in writing. At all other times reasonable requests for review shall be honored.

3. The teacher has the right to reply to any document retained in the file with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file and attached to the document to which it pertains.
4. The unit member shall be permitted to obtain a copy of any item contained in their file, but solely for their own information and for use in the grievance procedure. No duplicate so made shall be used otherwise than in the presentation of a grievance or for the private purposes of the teacher involved.
5. Whenever any material adverse to the unit member is placed in their file they shall be apprised promptly of the addition and shall be permitted promptly to inspect the item or items so added.
6. No complaint made by an individual shall be retained in the file or otherwise used against the unit member charged unless on reasonable notice to the unit member and to the Association, opportunity is given to the unit member and to his or her representative to meet the accuser in the presence of the principal. As in the past, in the event that any such complaint is made by an individual, regardless of the disposition thereof, no action of a retaliatory nature shall be taken by any teacher or other unit member against the student involved.

7. Any item placed in the file beginning with the implementation of this contract will bear the date of its receipt at the office of the Director of Personnel.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

1. The term "grievance" means an allegation that there has been:
 - a violation;
 - an erroneous application; or
 - an erroneous interpretationof this contract or of any administration decision or Board policy affecting employees.
2. The term "grievant" means the complainant.
3. A grievance may be initiated:
 - a. By an aggrieved employee; or
 - b. By a group of aggrieved employees or by the Association as the representative of a group of employees whose respective complaints all present essentially the same question.
4. The failure to answer a grievance within the applicable limit of time shall entitle the grievant to proceed in accordance with these rules, to the next level.

5. The failure to appeal any decision upon the grievance, in accordance with these rules, to the next level shall constitute acceptance of the answer not appealed.
6. The written statement required by Section B.5 shall contain:
 - a. The identity of the grievant or grievants;
 - b. A general description of the grievance;
 - c. The nature of the relief sought;
 - d. The signature of the grievant or grievants except where the foregoing Article A.3(b) is applicable;
 - e. The date of initial presentation at the first level;
 - f. The name and title of the individual to whom, at the first level, the presentation was made.

B. LEVELS AND LIMITS

1. There shall be three levels:
 - a. The level of the principal or immediate superior involved;
 - b. The level of the superintendent;
 - c. Arbitration, final and binding, conducted under the rules of the American Arbitration Association.

2. If the grievant is employed in television, or in special services, or in any other function which, though included within one unit, does not involve teacher-pupil contact, the first level shall be the grievant's immediate supervisor.
3. Every other grievance shall be initiated at the level of the principal of the grievant or grievants.
4. The first level in any situation is recognized as the point where, ideally, a resolution consistent with the contract should be reached. Toward that end, the procedure there followed shall be informal and the individual grievant may elect to make his or her own presentation. The conference shall not be conducted, however, unless an appropriate representative of the Association has been accorded an adequate opportunity to be present.
5. If no mutually satisfactory decision is received within five (5) calendar days after the completion of the presentation made at the level of the principal or immediate supervisor, then, within seven (7) calendar days, thereafter a written statement of the grievance shall be delivered either manually or by ordinary mail to the office of the superintendent, who shall have seven (7) additional calendar days,

measured from the date of such delivery, to provide a response. In that interim, the appropriate representative or representatives of the Association shall confer with the superintendent or with the superintendent's designee in an effort to affect a voluntary settlement.

6. If the complaint is presented by the Association, as the representative of a group of grievants who are employed in different schools, then the initial presentation shall be made at the level of the superintendent, rather than at the level of either principal involved.
7. In any event, if the response of the superintendent is unsatisfactory, or if the superintendent has made no response within the time provided above, then the grievance may, at the election of either party hereto be submitted to final and binding arbitration to be conducted under the applicable rules of the American Arbitration Association, provided that the party wishing to submit the same to arbitration files a written demand therefor with the American Arbitration Association and serves a copy of the same upon the other party within thirty (30) school days after the date on which the superintendent had replied, or was required to have replied if no reply was submitted.

C. LIMITATION

1. Unless the initial submission is made no later than sixty (60) days after the action or event challenged the grievance shall be untimely and the administration shall have no obligation to entertain the complaint. Except that if the sixty (60) day limitation shall expire during the summer months after school year in which the action or event challenged occurred, then the sixty (60) days will be extended to ninety (90) days.
2. The Arbitrator shall be without authority or ability to amend, modify, delete or expand this contract.

ARTICLE XV - COMPENSATION

A. The salaries except as provided in Paragraph K of this Article of all unit members holding ten month employment contracts shall be fixed and determined in accordance with the salary guides set forth in Schedule A(1) for the 1984-85 school year, Schedule A(2) for the 1985-86 school year, and Schedule A(3) for the 1986-87 school year. Subject to the conditions set forth in Sections 1 through 4 of this paragraph, all such unit members shall be granted full credit for training and teaching experience and shall be placed on the appropriate position on said salary guide in accordance therewith.

1. Only graduate credits shall be counted.
2. Only graduate credits and valid degrees from properly accredited colleges and universities as determined by the primary

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accrediting agency shall be counted.

3. Only graduate credits and advanced degrees earned after the last movement from one column to the next shall be counted for movement to the next column.
4. The above provisions shall not be used to reduce any movement from column to column which has occurred prior to the 1984-85 school year.

All ten month guidance counselors shall receive, in addition to their normal salary as determined aforesaid, an additional annual payment of \$300.00.

B. Salaries, except as provided in Paragraph K of this Article, of all unit members holding twelve month employment contracts shall be fixed and determined in accordance with the ratio guide set forth in Schedule B.

C. The salaries, except as provided in Paragraph K of this Article, of all unit members employed in the vocational education program shall be fixed and determined in accordance with the B.A. scale of the salary guide set forth in Schedule A with placement at the appropriate step on that guide being determined in accordance with the following standards:

1. If the employee has a B.A. degree and prior teaching experience, the employee shall be given full credit for their prior teaching experience in determining placement on the salary guide.
2. If the employee has a B.A. degree and prior teaching experience, practical experience in the area to which the employee is assigned, their placement on the guide shall further be advanced in accordance

with the following formula: The number of years of qualified, practical experience shall be determined, the number 6 shall be subtracted therefrom and the product of that calculation shall then be divided by 2 to determine the number of steps on the guide on which that employee should advance based on their qualified experience.

3. An employee who does not have a bachelor's degree shall be placed on that step of the B.A. salary guide as determined by utilizing the following formula: Determine the number of years of qualified, practical experience in the subject area to which the employee is assigned, deduct the number 6 therefrom and divide the product by 2 in order to determine the step on the B.A. salary guide on which the employee will be placed.
4. Any employee who would qualify for placement on the salary guide at the degree level beyond B.A. without regard to qualified practical experience shall be so appropriately placed and thereafter given credit on that degree scale for any additional qualified practical experience placement on which the employee would otherwise be entitled in accordance with the formula set forth above.

D. A service increment of \$100.00 based on the unit member's continuous employment in the Willingboro Public School System, shall become payable at the issuance of the unit member's fourth, seventh, tenth, thirteenth and sixteenth consecutive contract or

letter of intent.

E. For the 1984-85 school year, those personnel in the bargaining unit who serve as Grade Level Chairperson in the elementary schools shall receive an additional honorarium for said additional service of \$386.00, for the 1985-86 school year that figure shall be \$417.00, and for the 1986-87 school year that figure shall be \$450.00.

F. Any unit member holding a ten month employment contract shall not be eligible to advance to the next succeeding step on the salary guide unless said unit member has completed five (5) months of active service in the school district during the school term in which they were hired. No unit member holding a twelve month contract shall be entitled to advance on the next step of the salary guide unless said unit member has completed six (6) months of active service in the district during the contract year in which they were hired. The Board agrees to fully disclose the above to all personnel prior to the execution of initial employment contracts.

G. Each member of the unit whose salary is fixed by Schedule A hereof (teachers' salary guide) and who has reached and remained at the final step of his or her vertical column on the aforementioned salary guide for one full contract year prior to the contract year shall receive in the following contract year a career teacher adjustment of \$250 in addition to such other compensation as may be payable to said person under the terms of this Agreement. The parties have added a revised salary

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step in each of the 1982-83, 1983-84, 1984-85, 1985-86 and 1986-87 years so no new career teacher adjustment will be paid for those years.

H. Salary adjustment for advanced training will be made only upon receipt of the necessary credentials with respect thereto by the office of the personnel manager on or before the last working day of January for January 1 adjustments. Salary adjustments for advanced training will not be made at any other times.

I. If a scheduled pay day falls on a holiday, week-end or during a period when school is not in session, teachers shall receive their paychecks on the last working day preceding said pay day.

J. The initial placement on the salary guide of any teacher hired after July 1, 1982 can be negotiated by the Board with the teacher. The Association shall receive written notice from the Board of such initial placement if it is so negotiated. Initial placement shall govern advancement on the guide.

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ARTICLE XVI - CO-CURRICULAR COMPENSATION

A. 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 education effort of the school district. The responsibilities incumbent upon positions are, insofar as possible, conducted during time which is in addition to the regular school day; therefore, all such positions at all school levels should be compensable and that compensation should be apportioned on an equitable basis.

B. The Board agrees to provide honorarium payments in the amount designated for those co-curricular positions which appear on Schedule C which is attached hereto and incorporated as a part hereof.

ARTICLE XVII - HEALTH INSURANCE AND PRESCRIPTION PLAN

A. During the period hereinafter set forth, the Board shall pay the full cost of a health insurance program for the personnel in the unit, which program shall include Blue Cross, Plan 365, Blue Shield Prevailing Fee Plan, and Rider J. The major medical coverage shall contain those features set forth on the plan summary attached hereto as Schedule D.

1. Rider J shall be extended to provide diagnostic and pathology laboratory work to a combined total of four hundred (\$400.00) dollars per year.

B. The aforesaid insurance program shall extend to the employee and the employee's immediate family. The same shall be

effective July 1, 1984 to August 31, 1987.

C. The Blue Cross, Blue Shield and Rider J portions of the health insurance program shall be placed with the Hospital Service Plan of New Jersey and the major medical coverage shall be placed with the carrier selected by the Board.

D. The Board agrees that with respect of each teacher who remains in the employ of the Board for the full school year, it will make the necessary arrangements with respect to the payment of insurance premiums to provide continuing health insurance coverage for the full twelve month period commencing September 1 and ending August 31 so as to assure uninterrupted participation and coverage for unit members electing to participate in the plan.

E. Prescription Plan. For the duration of the 1984-87 agreement, unit members shall be provided a prescription plan as set forth on the plan summary attached hereto as Schedule E. The co-payment provision commencing with September 1, 1982 shall be increased to one dollar (\$1.00) per prescription.

F. The Board shall provide a maximum of one hundred and ten (\$110) dollars per unit employee for the 1984-85 contract year for the purpose of purchasing employee only dental insurance coverage. For each of the 1985-86 and 1986-87 contract years, the Board shall provide a maximum of one hundred and twenty-five (\$125) dollars per unit employee receiving employee only dental insurance coverage and a maximum of two hundred thirty-five (\$235) dollars per unit employee receiving family dental insurance. The Association shall provide input as to the type and extent of the coverage to be purchased; however, the Board shall make the final

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decision. Under no circumstances shall the cost of the Board exceed the maximum one hundred and ten (\$110) dollars per unit employee for the 1984-85 year of coverage.

Under no circumstances shall the cost to the Board for either of the 1985-86 or 1986-87 years of coverage exceed the maximum amount of one hundred twenty-five (\$125) dollars for each unit member receiving employee only coverage or two hundred thirty-five (\$235) dollars for each unit member entitled to and receiving family coverage. The parties direct any arbitrator or anyone else reviewing this contract to apply and abide by the maximums of \$110 per unit employee for the 1984-85 year, \$125 per unit employee per year receiving employee only coverage in 1985-86 and 1986-87, and \$235 per unit employee per year entitled to and receiving family coverage in 1985-86 and 1986-87.

G. No teacher who is employed for seventeen (17) hours or less per week shall receive any fringe benefits other than the prescription plan under this contract or Board policy.

H. For those teachers whose spouses are employed in the district, the Board shall provide a maximum of one family insurance coverage and one dental coverage of either type per family and, provided that should the marital status change, or should the covered employee leave the district's employ, the non-covered employee shall become eligible immediately for the appropriate coverage with no delay or waiting period.

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I. Unit members who retire, as that term is used by the Teachers Pension and Annuity Fund or who are on an extended long-term unpaid leave of absence shall be eligible to apply for medical insurance coverage at a group rate. The premium for such coverage shall be paid solely by the unit member receiving that coverage with no costs, of any kind whatsoever, to the Board. The coverage provided is adjustable to keep the premium level within any statutory or regulatory limitations. The parties agree and direct any person interpreting this contractual provision or deciding the rights created hereunder to treat any challenge to this provision which attempts to or could result in imposing any costs whatsoever upon the Board as a result hereof as a waiver of this contractual provision. The intent is that no costs whatsoever be imposed upon the Board.

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ARTICLE XVIII - EVALUATION

A. The person being evaluated must be a partner in the process with full knowledge of:

1. The procedure;
2. The evaluator's qualifications;
3. The findings;
4. The identity of all persons that were consulted by the evaluator in preparing his/her findings.

B. Evaluation shall be conducted exclusively by persons whose respective certificates authorize supervision of instruction and shall, in each case, be confined within the scope of the evaluator's job description.

C. The teacher evaluated shall be given a copy of their ratings or of any other written evaluations of their work. Before the material is submitted to the Central Administration or placed in their personnel file, the teacher shall have the right to discuss the ratings and evaluation and to append responsive comments.

D. Every evaluation shall be signed by both the evaluator and the teacher evaluated. The teacher's signature, however, shall not be interpreted as an assent to the contents signed. In no event shall any one be asked to sign an incomplete evaluation. No public disclosure of the contents of the evaluation or of the responsive comments, if any, shall be made without the mutual consent of the teacher involved, the Association and the Board.

E. PROCEDURE

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

1. 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:
 - a. Strengths of the teacher as evidenced during the period since the previous report.
 - b. Weakness 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 their performance, particularly in each of the areas wherein weaknesses have been indicated.
4. Such supervisory evaluations are to be provided for non-tenure teachers three (3) times each year; the first not later than November 15, the second not later than February 1, and the third not later than April 1.

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With respect to tenure teachers, such supervisory evaluation shall be provided once each year no later than March 1, except that a tenure teacher shall be so evaluated a second time if said tenured teacher files a written request for the same with his/her building principal on or before March 15. The second evaluation, if requested, shall be completed on or before April 30.

5. On or before April 30 of each year, the Board shall give to each non-tenure teacher continuously employed since the preceding September 30 either:
 - a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
 - b. A written notice that such employment shall not be offered.

Should the Board fail to give a non-tenure teacher either an offer of contract for employment for the

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next succeeding year or a notice that such employment shall not be offered within the time and in the manner specified by this Agreement, the Board shall be deemed to have offered to that teacher continued employment for the next succeeding school year.

ARTICLE XIX - PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

A. The Board agrees to pay full cost of tuition and other reasonable expenses incurred in connection with any course, workshops, seminars, conferences, in-service training sessions, or any other such session which a teacher is required by the administration to take.

B. The Association and the Board have a mutual responsibility to promote better instruction. The Board welcomes Association participation in all aspects in strengthening the educational program to best meet the needs of the students, the schools and the community. Toward that end, the Instructional Council (presently composed of three representatives from the administration and three from the Association) shall continue to serve as a medium for periodic cooperative exchange of views and for the preparation of recommendations to both parties signatory hereto. The subjects to be referred to the Instructional Council for review and analysis shall be determined by the members thereof.

C. To promote mutual respect and cooperation rooted in mutual respect the Board and the Association have established a Board-Staff Committee, which will be composed of members as designated respectively by each. The two groups will meet for the purpose of exchanging views and for the purpose of maintaining contact designed to promote good understanding between the contractees and to prevent misunderstanding of which both parties have experienced enough and which all involved wish, as far as is possible, to obviate. The involvement of this committee shall be restricted and limited solely to non-negotiable matters. The Board Staff Committee will include the concept of an Information Exchange Committee providing a forum for the Board and the Association to exchange information and discussions on non-negotiable topics including, but not limited to morale, absenteeism and curriculum issues. The committee shall be restricted and limited solely to non-negotiable matters. This committee shall meet a minimum of four times a year. Negotiable matters shall be discussed solely by the parties negotiation committees.

D. Joint meetings of the Instructional Council and the Board-Staff Committee shall be held at least once every two months.

ARTICLE XX - SABBATICAL LEAVE

A. The Board agrees that during the 1984-85, 1985-86 and 1986-87 school years it will grant a sabbatical leave for the purpose of graduate study to a maximum of four (4) persons from among the qualified applicants in this bargaining unit, subject to the terms and conditions hereinafter set forth in this Article.

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B. Applications for sabbatical leave shall be submitted to the office of the Superintendent in writing and in such form as may be prescribed by the Superintendent on or before November 30, 1984, for 1985-86 leaves, November 30, 1985 for 1986-87 leaves, and November 30, 1986 for the 1987-88 Leaves. The Superintendent shall thereafter make a recommendation to the Board with respect to sabbatical leaves on or before January 30, 1985, January 30, 1986 and January 30, 1987 respectively.

C. No application for sabbatical leave shall be considered unless the applicant has, on or before June 30, 1984, June 30, 1985 and June 30, 1986 respectively, completed at least seven (7) consecutive years of service in the school district as a teaching staff member. In computing this service qualification, absence on a Board approved leave of absence shall not be considered to have interrupted one's prior record of consecutive service, but the period of such absence shall not be regarded as a year of service for the purpose of computing the number of years so required.

D. Persons approved by the Board for sabbatical leave pursuant to the terms of this article shall be paid during the period of such leave at a sum equivalent to 75% of the salary which said persons would have received had they remained on active duty in the district.

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E. A condition precedent to the implementation of any sabbatical leave granted under the terms of this Article shall be the execution by the party requesting such leave of a written contractual commitment to the Board to remain in the service of the Board for at least two (2) contract years subsequent to the year in which sabbatical leave is taken.

F. Upon returning from sabbatical leave, the person in question shall be placed on the applicable salary schedule at the level which they would have achieved had they remained actively employed in the district during the year of their absence on sabbatical leave; however, said person shall not receive credit toward the service increment referred to in paragraph C of Article XV hereof for the period of time spent on sabbatical leave.

G. The determination of which applicants are qualified for sabbatical leave shall be within the sole discretion of the Board after receiving the advice of the Superintendent. Among the relevant factors to be considered in such a determination shall be the nature of the proposed leave, the area of the applicant's specialization, the needs of the School District, and the length of the applicant's service in this district.

H. Each applicant whose request for sabbatical leave is approved by the Board shall submit to the superintendent on or before September 1, 1985, September 1, 1986 and September 1, 1987, respectively, satisfactory evidence of their acceptance and enrollment in the course or program of studies listed on his application for sabbatical leave and shall further submit on or

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before September 1, 1986, September 1, 1987 and September 1, 1988, respectively, satisfactory evidence of the successful completion thereof.

I. The Board agrees to provide to the Association president upon request therefor to the Personnel Manager, the basis upon which selections were made for any such positions and the criteria utilized in making the same.

J. The parties agree that any and all grievances, disputes, appeals and questions involving the granting or denial of sabbatical leave, or sabbatical leave in any manner whatsoever shall be appealable to the Board of Education and no further, notwithstanding any other provision of the collectively negotiated contract or of any law or rule or regulation.

ARTICLE XXI - MISCELLANEOUS PROVISIONS

A. In the event that an unusual or extraordinary disorder or disruption occurs within the school district which is of such proportion as to warrant, in the opinion of the superintendent, that consideration be given to the closing of a given school or school building, or the closing of all facilities in the district, the superintendent shall so notify the Association president and consult with said person before making a final determination in that regard.

B. For the purpose of this Article, determinations relating to the opening or closing of school district facilities or the

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early dismissal of student or employees due to weather conditions shall not be regarded an unusual or extraordinary disorder or disruption.

C. The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of their duties within the scope of their employment.

ARTICLE XXII - PROCEDURE FOR IMPLEMENTING REDUCTION IN FORCE

A. In the event that a reduction in force affecting tenure teachers occurs, the procedure for the implementation thereof shall be in conformance with the then prevailing law.

B. In the event that any such reduction affects non-tenure teachers, the Board agrees that in determining the non-tenure teachers to be terminated it will consider the following factors:

1. quality of teaching performance;
2. prior teaching experience;
3. certification;
4. graduate degrees; and
5. length of service in the district.

The final determination shall, however, be within the sole discretion of the Board and shall not be subject to review through the grievance procedure of this contract.

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C. The Board agrees to regard non-tenure teachers who are so terminated as candidates for any vacancies which occur during the twelve months following the date of their termination, provided that they possess proper certification for the same according to the records on file with the Personnel Manager.

ARTICLE XXIII - MODIFICATION AND NEGOTIATION OF SUCCESSOR
AGREEMENT

A. This document shall not be altered, modified or extended except by subsequent agreement in writing, signed by the parties hereto through their official representatives.

B. The parties hereto agree that either shall have the right to initiate negotiations for a successor Agreement by notifying the other in writing of its desire to do so in accordance with the then prevailing law or administrative regulations of the Public Employment Relations Commission.

ARTICLE XXIV - DURATION

The terms and provisions of this Agreement shall become effective on the date of its execution by the respective parties hereto, unless otherwise provided in any specific Article hereof. The terms and provisions hereof shall expire on June 30, 1987, unless otherwise provided in any specific Article hereof.

ARTICLE XXV - REPRESENTATION FEE

A. Purpose of Fee

Any employee included in Article I who does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement will be required to pay a representation fee to the Association for that membership year. The purpose of this fee is to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. 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 charged by the Association on its own members for that membership year.

C. Deduction and Transmission of Fee

Once during each membership year covered in whole or in 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 current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 3 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

1. Payroll Deduction Schedule

The Board will deduct the representation fee in equal

installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. 10 days after receipt of the aforesaid list by the Board; or
- b. 30 days after the employee begins his or 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 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

2. Termination of Employment

If an employee who is required to pay a representation fee terminated his or 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.

3. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association

will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

4. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

5. Once per month, the Board will submit a list of new employees, hired by the Board in positions represented by the Association, during the month preceding the month in which the report is made. The list will include name, job title and date of employment for all such employees.

D. Indemnification, Hold Harmless and Guarantee Clause.

1. The Willingboro Education Association and its affiliates shall indemnify and hold the Board harmless against and from any and all claims, demands, suits, and any other forms of liability or costs, whatsoever, including but not limited to liability for reasonable counsel fees and other legal costs, paid to counsel of the Board's choice, that may arise out of, or by reason of any action taken or not taken by the Board in conformance with or in attempted conformance with the agency

shop or representation fee provision. Furthermore, and in addition hereto, the Willingboro Education Association, and its affiliates guarantees that it will be responsible for and reimburse to the Board, any costs or expenses including but not limited to the above enumerated types of costs arising from or by reason of any action taken or not taken by the Board in conformance with or in attempted conformance with the agency shop or representation fee provision.

2. The Willingboro Education Association and its affiliates shall be solely responsible for any costs liabilities, refunds or charges of any type of expense, whatsoever, arising from the use of the demand and return system or other appeal or challenge to the representation fee. In the event of such a situation, the Willingboro Education Association and its affiliates shall indemnify and hold the Board harmless from any such costs, liabilities, refunds or charges, including but not limited to reasonable counsel fees and other legal costs, paid to counsel of the Board's choice, that may arise out of or by reason of any such appeal or challenge.

- E. In the implementation and operation of this Agency Fee Provision, the Association guarantees that it will comply with all constitutional, statutory and regulatory provisions and requirements.

1984-85
SCHEDULE 7(1)

Step	ND	DA	BA+30	HA	MA+30	DR
1	13,247	15,279	15,895	16,519	17,751	18,164
2	13,447	15,479	16,095	16,719	17,951	18,364
3	14,059	16,406	17,058	17,684	18,928	19,343
4	14,673	17,393	18,021	18,649	19,905	20,323
5	15,300	18,231	18,859	19,486	20,742	21,161
6	15,929	18,859	19,485	20,114	21,371	21,787
7	16,559	19,486	20,114	20,742	22,000	22,417
8	17,246	20,187	20,818	21,449	22,709	23,126
9	17,877	20,818	21,449	22,078	23,338	23,756
10	18,577	21,647	22,277	22,908	24,168	24,586
11	19,339	22,277	22,907	23,536	24,798	25,218
12	20,040	22,991	23,622	24,256	25,531	25,941
13	20,671	23,622	24,256	24,887	26,151	26,570
14	21,303	24,570	25,202	25,837	27,100	27,520
15	21,937	25,627	26,151	26,785	28,049	28,469
16		27,100	27,206	27,734	28,998	29,420
17			28,676	28,787	29,947	30,368
18				30,277	30,998	31,422
19					32,513	32,583
20						34,111
21						
22						
23						

1985-86
SCHEDULE A(2)

Step	ND	BA	BA+30	MA	MA+30	DR
1	14,107	16,301	16,967	17,641	18,971	19,417
2	15,307	16,501	17,167	17,841	19,171	19,617
3	16,523	16,717	17,382	18,057	19,387	19,833
4	17,751	17,751	18,423	19,099	20,442	20,890
5	18,847	18,784	19,463	20,141	21,497	21,949
6	19,689	19,689	20,368	21,045	22,401	22,854
7	20,368	20,368	21,044	21,723	23,081	23,530
8	21,045	21,045	21,723	22,401	23,760	24,210
9	21,802	21,802	22,483	23,165	24,526	24,976
10	22,483	22,483	23,165	23,844	25,205	25,656
11	23,379	23,379	24,059	24,741	26,101	26,555
12	24,059	24,059	24,739	25,419	26,782	27,235
13	24,830	24,830	25,512	26,196	27,562	28,016
14	25,512	25,512	26,196	26,878	28,243	28,696
15	26,536	26,536	27,218	27,904	29,268	29,722
16	27,677	27,677	28,243	28,928	30,293	30,747
17	29,268	29,268	29,382	29,953	31,318	31,774
18			30,970	31,090	32,343	32,797
19				32,699	33,478	33,936
20					35,114	35,190
21						36,840

1986-87
SCHEDULE A(3)

Step	ND	DA	BA+30	MA	MA+30	DR
1	15,036	17,405	18,124	18,852	20,289	20,770
2	15,236	17,605	18,324	19,052	20,489	20,970
3	15,452	17,821	18,540	19,268	20,705	21,186
4	15,685	18,054	18,773	19,502	20,938	21,420
5	16,399	19,171	19,897	20,627	22,131	22,561
6	17,115	20,287	21,020	21,752	23,217	23,705
7	17,846	21,264	21,997	22,729	24,193	24,682
8	18,579	21,997	22,728	23,461	24,927	25,412
9	19,315	22,729	23,461	24,194	25,661	26,147
10	20,116	23,546	24,282	25,018	26,488	26,974
11	20,852	24,282	25,018	25,752	27,221	27,708
12	21,668	25,249	25,984	26,720	28,189	28,679
13	22,557	25,984	26,718	27,453	28,925	29,414
14	23,374	26,816	27,552	28,292	29,767	30,257
15	24,110	27,553	28,292	29,028	30,502	30,992
16	24,848	28,659	29,395	30,136	31,609	32,100
17	25,587	29,891	30,502	31,242	32,716	33,207
18		31,609	31,733	32,349	33,823	34,316
19			33,448	33,577	34,930	35,421
20				35,315	36,156	36,651
21					37,923	38,005
22						39,787

SCHEDULE B

RATIO GUIDE - TWELVE MONTH EMPLOYEES

Compensation for twelve month employees shall be determined in accordance with the following ratio guide:

High School Guidance Director	1.3
Junior High School Guidance Director	1.28
Psychologist	1.3
Counselors, Social Workers, and Learning Disability Teacher-Consultants	1.2
T.V. Specialist	1.2
T.V. Program Director	1.225

SCHEDULE C
 SENIOR HIGH STUDENT ACTIVITIES
 HONORARIUM

<u>POSITION</u>	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
Marching Band Director (2)	\$1,234.00	\$1,332.00	\$1,439.00
Asst. Band Director (4)	824.00	890.00	961.00
Asst. Band Fronts (4)	824.00	890.00	961.00
Cheerleader (2) (7)	1,002.00	1,082.00	1,168.00
Asst. Cheerleader	593.00	640.00	691.00
Jazz Rock Ensemble (2)	425.00	459.00	495.00
Audio Visual (2)	900.00	972.00	1,050.00
Senior Class Adv. (2)	924.00	998.00	1,078.00
Junior Class Adv. (2)	640.00	691.00	746.00
Sophomore Class Adv. (2)	593.00	640.00	691.00
Year Book (2)	1,542.00	1,665.00	1,798.00
National Honor Society (2)	425.00	459.00	495.00
Student Council (2)	810.00	875.00	945.00
Asst. Student Council (2)	385.00	416.00	449.00
Drama (2)	849.00	916.00	990.00
School Newspaper (2)	509.00	550.00	594.00
Set/Scenery-Design (2)	539.00	582.00	629.00
Key Club (2)	771.00	833.00	890.00
Concert Jazz Band (2)	765.00	826.00	892.00
General Detention (4)	1,401.00	1,513.00	1,634.00
Freshman Cheerleader	593.00	640.00	691.00
Freshman Class Advisor	516.00	557.00	602.00

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SCHEDULE C (CONTINUED)
 SENIOR HIGH STUDENT ACTIVITIES
 HONORARIUM

<u>POSITION</u>	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
Z Club	\$ 771.00	\$ 833.00	\$ 890.00
Fin. Adv. Year Book (2)	458.00	495.00	534.00
Afro-American Club (2)	425.00	459.00	495.00
Chemistry Club (2)	256.00	276.00	298.00
Chess Club (2)	425.00	459.00	495.00
Interact (2)	256.00	276.00	298.00
Classical Humanities (2)	256.00	276.00	298.00
School Bank (2)	1,273.00	1,375.00	1,485.00
DECA (WHS Only)	425.00	459.00	495.00
Russian - JFK Only	256.00	276.00	298.00
German (2)	256.00	276.00	298.00
Spanish (2)	256.00	276.00	298.00
French (2)	256.00	276.00	298.00
H.E.R.O. (JFK Only)	256.00	276.00	298.00
T.V. Lead Teacher	900.00	972.00	1,050.00
T.V. Production Assistant	586.00	633.00	684.00
Olympics of the Mind	586.00	633.00	684.00
VICA (Voc. Ind. Club of Amer.)	425.00	459.00	495.00
FBLA (Fut. Bus. Lead. of Amer.)	256.00	276.00	298.00
HOSA (WHS Only) (Heal Oc. Stu. Ass'n)	425.00	459.00	495.00
Dance Theater Workshop (JFK Only)	425.00	459.00	495.00

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SCHEDULE C (CONTINUED)

SENIOR HIGH SCHOOL ATHLETIC HONORARIUM

<u>POSITION</u>	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
Football (2M)	\$2,375.00	\$2,565.00	\$2,771.00
Asst. Football (4-Varsity & 4-JV)	1,697.00	1,833.00	1,979.00
Soccer (2M)	1,866.00	2,015.00	2,177.00
Asst. Soccer (4)	1,358.00	1,466.00	1,584.00
Cross Country (M or F) (2)	1,502.00	1,642.00	1,773.00
Hockey (2F)	1,866.00	2,015.00	2,177.00
Asst. Hockey (4)	1,358.00	1,466.00	1,584.00
Basketball (2M & 2F)	2,206.00	2,383.00	2,573.00
Asst. Basketball (2M & 2F)	1,866.00	2,015.00	2,177.00
Wrestling (2M)	2,206.00	2,383.00	2,573.00
Asst. Wrestling (2)	1,866.00	2,015.00	2,177.00
Gymnastics (F 7 2M) (4)	1,697.00	1,833.00	1,979.00
Baseball (2M)	1,866.00	2,015.00	2,177.00
Asst. Baseball (4)	1,502.00	1,642.00	1,773.00
Track (2M)	2,206.00	2,383.00	2,573.00
Asst. Track (8)	1,502.00	1,642.00	1,773.00
Tennis (2M)	1,188.00	1,283.00	1,385.00
Tennis (2F)	1,188.00	1,283.00	1,385.00
Softball (2F)	1,866.00	2,015.00	2,177.00
Asst. Softball (2)	1,502.00	1,642.00	1,773.00

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SCHEDULE C (CONTINUED)

SENIOR HIGH SCHOOL ATHLETIC HONORARIUM

<u>POSITION</u>	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
Golf (2)	\$1,188.00	\$1,283.00	\$1,385.00
Winter Track (2) ***	1,767.00	1,908.00	2,061.00
Asst. Winter Track (4) ***	1,520.00	1,642.00	1,773.00
Swimming (2F & 2M)	1,850.00	1,998.00	2,158.00
Track (2F)	2,206.00	2,383.00	2,573.00
Asst. Track (2)	1,520.00	1,642.00	1,773.00
Lacrosse (2F)	1,806.00	2,015.00	2,177.00
Asst. Lacrosse (2)	1,358.00	1,466.00	1,584.00
Athletic Mgr. (2) **	3,066.00	3,311.00	3,576.00
Asst. Girls Track (2 - JFK)	1,520.00	1,642.00	1,773.00
Asst. Girls Track (2-WHS)	1,520.00	1,642.00	1,773.00
Freshman Baseball	1,520.00	1,642.00	1,773.00
Asst. Freshman Baseball	1,141.00	1,232.00	1,330.00
Freshman Track	1,520.00	1,642.00	1,773.00
Asst. Freshman Track	1,141.00	1,232.00	1,330.00
Freshman Softball	1,520.00	1,642.00	1,773.00
Asst. Freshman Softball	1,141.00	1,232.00	1,330.00
Freshman Track	1,520.00	1,642.00	1,773.00
Asst. Freshman Track	1,141.00	1,232.00	1,330.00
Freshman Football	1,697.00	1,833.00	1,979.00
Asst. Freshman Football	1,358.00	1,466.00	1,584.00
Soccer (F)	1,866.00	2,015.00	2,177.00
Asst. Soccer (2F)	1,358.00	1,466.00	1,584.00
Freshman Soccer	1,358.00	1,466.00	1,584.00
Asst. Cross Country (F)	1,141.00	1,232.00	1,330.00

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SCHEDULE C (CONTINUED)
SENIOR HIGH SCHOOL ATHLETIC HONORARIUM
(CONTINUED)

<u>POSITION</u>	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
Freshman Hockey	\$1,358.00	\$1,466.00	\$1,584.00
Asst. Freshman Hockey	1,051.00	1,135.00	1,226.00
Freshman Basketball (M)	1,866.00	2,015.00	2,177.00
Freshman Basketball (F)	1,866.00	2,015.00	2,177.00
Freshman Wrestling	1,866.00	2,015.00	2,177.00

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SCHEDULE C (CONTINUED)
 JUNIOR HIGH SCHOOL STUDENT ACTIVITIES
 HONORARIUM

<u>POSITION</u>	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
Pom Pom Adv.	\$ 596.00	\$ 644.00	\$ 695.00
Student Council	560.00	604.00	653.00
Newspaper	425.00	459.00	495.00
Intra. Act. Coord. (M)	1,019.00	1,100.00	1,188.00
Intra. Actv. Coord. (F)	1,019.00	1,100.00	1,188.00
Gymnastics Club (M)	677.00	731.00	790.00
Gymnastics Club (F)	677.00	731.00	790.00
National Honor Society	340.00	367.00	399.00
Stage Band	425.00	459.00	495.00
General Detention	1,542.00	1,665.00	1,798.00

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SCHEDULE C (CONTINUED)

ELEMENTARY HONORARIUM

<u>POSITION</u>	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
District Chorus (1)	\$ 425.00	\$ 459.00	\$ 495.00
Asst. District Chorus (1)	340.00	367.00	399.00
District Band (1)	425.00	459.00	495.00
Asst. District Band (1)	340.00	367.00	399.00
District Orchestra (1)	765.00	826.00	892.00
Asst. District Orchestra (1)	592.00	640.00	691.00
Safety Patrol (10)	713.00	770.00	831.00

ALTERNATE SCHOOL

School Teachers (6)	924.00	998.00	1,078.00
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SCHEDULE D

HEALTH INSURANCE

SCHEDULE OF BENEFITS

<u>Employee Benefits</u>	<u>Life Insurance and Accidental Death and Dismemberment Insurance*</u>
All Employees	\$1,500.00
	*Amounts reduce 50% at age 65.
<u>Employee and Family Member Benefits</u>	<u>Amount</u>
Major Medical Benefits Coinsurance (in a calendar year) Medical Expenses	Plan pays 80% until bene- fits paid equal \$2,500; 100% of excess (except mental illness).
Deductible (in a calendar year)	\$100.00
Employee	\$300.00
Family	
Overall Plan Maximum	\$1,000,000.00
Annual Automatic Reinstatement	\$1,000.00
Medicare Major Medical Benefits, up to	\$10,000.00
Family Security Benefit	Plan pays up to two years for surviving spouse and children.

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SCHEDULE E
 PRESCRIPTION PLAN
 SCHEDULE OF BENEFITS

PRESCRIPTION DRUG BENEFITS

For You And
 Your Family Members

Benefits Payable

If, while your insurance is in effect, you or your family members incur expenses for drugs prescribed by a doctor or dentist, payment will be made for up to 100% of the reasonable and customary charges made by the pharmacy, after deducting \$1.00 from each prescription order or refill order.

Covered Prescription Drugs

The prescription drugs for which benefits are payable are:

1. injectable insulin or any Prescription Legend Drug for which a written prescription is required:

2. a compounded medication of which at least one ingredient is a prescription drug.

3. oral contraceptives, but in no event to exceed a three months supply.

4. Any other drug which may only be dispensed by prescription.

Benefits Following Cancellation

Payment will be made for prescription drug expenses incurred within 90 days after cancellation of insurance, provided you or your family member is totally disabled on the day insurance is cancelled.

Deductible Amount - \$1.00 per fill or refill

Limitations

No payment will be made for

1. drugs administered in a hospital;

2. any contraceptive medication or device (other than oral contraceptives) or for any therapeutic devices or appliances;

3. administration of any medication;

4. any charges in any one calendar month for more than a thirty-four day supply of any medication or more than one hundred unit doses of the following drugs, whichever is greater:

- Acetohexamide
- Cardiac Glycosides
- Chlorpropamide
- Chlorothalazine
- Colchicine
- Colchicineprobenecid
- Diphenhydramine sodium
- Hydrochlorothiazide
- Nitroglycerin
- Para-aminosalicylic acid
- Pentnerythrilol tetranitrate
- Phenformin
- Phenylbutazone
- Propranolol hydrochloride
- Quinidine sulfate
- Reserpine
- Thyroid (natural/synthetic)
- Tolbutamide

5. charges exceeding the reasonable and customary charge;

6. any refill in excess of the number specified by the doctor or dentist or for any refill of a

Limitations (continued)

prescription over one year old.

Charges made for prescription drugs will be considered reasonable and customary if they do not exceed the average charges made for such drugs in the locality where they are received.

SCHEDULE F
DENTAL PLAN


Subject to the maximum Board expenditures for employee only or family dental coverage, the dental plan shall have the following provisions. If those provisions require premiums in excess of the maximum required to be provided by the Board pursuant to this contract, the employee shall contribute the difference or if the parties agree, the provisions will be changed. In no event shall the Board be found liable to exceed the negotiated maximums.

Provisions

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IN WITNESS WHEREOF, the parties hereto have caused the hands of their respective officers and the seals of their respective organizations to be affixed this 5th day of July, 1985.

BOARD OF EDUCATION OF THE
TOWNSHIP OF WILLINGBORO


HON. WILLIAM F. WHITEHURST, SR., PRESIDENT

Attest: Lee Muller
Lee Muller, Secretary

WILLINGBORO EDUCATION ASSOCIATION


, President

Attest: Horace J. Harris
, Secretary

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