

AGREEMENT

BETWEEN

WILLINGBORO TOWNSHIP BOARD OF EDUCATION

AND

WILLINGBORO EDUCATIONAL ADMINISTRATORS' ASSOCIATION

X FOR JULY 1, 1980 to JUNE 30, 1982

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PREAMBLE

In order to comply with and effectuate the provisions of existing law in the State of New Jersey, THIS AGREEMENT IS MADE AND EXECUTED on \_\_\_\_\_, 1980, by and between WILLINGBORO TOWNSHIP BOARD OF EDUCATION hereinafter referred to as the "Board", and the WILLINGBORO EDUCATIONAL ADMINISTRATORS' ASSOCIATION, hereinafter referred to as the "Association".

## ARTICLE I

### STATEMENT OF ASSOCIATION-BOARD OF EDUCATION RELATIONSHIP

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

#### We do hereby declare that:

1. The Board, under law, has the final responsibility of establishing policies for the district.

2. The Superintendent and the Superintendent's staff have the responsibility of carrying out the policies established.

#### B. PRINCIPLES:

##### 1. Objectives:

a. Attainment of the objectives of the educational program conducted in the schools of the district requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel, the other personnel, the student body, and the citizens of the community. To this end, free and open exchange of views is desirable, proper and necessary.

b. This Agreement is negotiated in order to establish for its term the salaries and other conditions of employment of all members of the unit, those being all principals, vice-principals and assistant principals.

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

2. Implementation:

a. The Board and the Association, the parties to this Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith, honor, support and seek to fulfill.

b. Subject to the provisions of Section 19 of Article 1 of the New Jersey Constitution and pursuant to the provisions of existing law in the State of New Jersey, as the same may be amended or supplemented, the Board agrees not to negotiate with any other organization during the duration of this Agreement with respect to the personnel whom the Board has designated as being represented by the Association; however, the Board will be free to communicate with unit members or their representatives, individually or collectively, for whatever purpose the Board may deem to be necessary or desirable, subject to the existing laws of the State of New Jersey.

c. Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member or designated representative, professional or law, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificates of resolutions) of authority so to act.

d. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof unless 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 superceded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

## ARTICLE II

### UNIT MEMBER'S RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any unit members such rights as they may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to unit members hereunder shall be deemed to be in addition to those provided elsewhere.

B. No unit member 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.

C. Whenever any unit member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that unit member in his or her office, position or employment or the salary or any increments pertaining thereto, then he or she shall be given prior written notice of the reasons for such meeting or interview and shall be

entitled to have a representative of the Association present to advice and represent the unit member during such meeting or interview.

### ARTICLE III

#### ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board will make available to the Association in response to reasonable requests from time to time available public information concerning the financial resources of the District, including annual financial reports and audits, published directory 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 intalligent negotiation.

B. Whenever any representative of the Association or any Administrator is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, said person shall suffer no loss in pay.

C. The Association and its representative 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.

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

ARTICLE IV  
WORKING HOURS

A. The Board and the Association recognize and agree that the unit members' responsibility to their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that the unit members 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 through 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 not exceed eight (8) hours.

C. Regular duty hours, once fixed, shall not be changed without notice to and discussion with the Association.

D. Where there are exceptional demands upon a particular individual for time over and beyond the regular work day as herein before set forth, the Superintendent or the Superintendent's designee may work out with the individual concerned an arrangement for compensatory time off or adequate compensation.

E. It is understood that all unit members are entitled to a duty free lunch period.

ARTICLE V  
VACATION

A. All unit members who work twelve months shall be entitled to twenty-three (23) working days vacation to be taken between the Monday following the close of school and one week prior to Labor Day

of the following contract year. Vacation time is earned during the fiscal year immediately preceding that in which it is taken. Any person who had been employed during that entire preceding fiscal year in a twelve month position, will be entitled to the twenty-three working days vacation. Any person, in a twelve month position, who had been employed during only a portion of said preceding fiscal year shall be entitled to vacation time of one and one-half (1 1/2) days for each month of employment. With respect to persons in the latter category whose employment begins after the first day of a calendar month or terminated prior to the last day of a calendar month, they shall be credited for a full month's employment (for purpose of this Article) if they have been employed for fifteen (15) working days during said month. Ten month positions receive no vacation leave.

B. A unit member may accrue up to sixty (60) days of vacation leave without losing credit for the same. Provided, that any unit member who has accumulated in excess of sixty (60) days of vacation prior to the reaching of this agreement shall be entitled to accumulate up to seventy-five (75) days of vacation leave without losing credit for the same. However, any such accrued vacation leave when exercised will be subject to all restrictions contained in this Agreement with respect to the exercise of vacation leaves.

C. Vacation may be granted during a time other than that specified in Paragraph A of this Article only by mutual agreement of the Superintendent and the individual requesting same.

D. In the event a unit member is separated from service prior to June 30th of a given year for any reason, that member or, if deceased, their personal representative, shall be entitled to receive the cash payment for the monetary value of current vacation standing

to their credit at the rate of salary prevailing at the time of their separation but such vacation credit shall be computed at the rate of 1.916 days per month of employment. A person in this category shall be considered as having worked a full month for the purposes of computing vacation credit if they had been employed for 15 working days during said calendar month.

#### ARTICLE VI

#### PROMOTIONS

A. All vacancies in promotional positions and all newly created promotional positions shall be filled according 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.

2. Said notice of vacancy shall clearly set forth the qualifications for the position. Standards of qualifications will be consistent with the position and may change from time to time, providing notice of change shall be given at least fifteen (15) days prior to the publication of said position.

3. Unit members 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.

B. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-

supervisory level, including but not limited to positions such as assistant superintendent, principal, vice-principal and assistant principal.

C. All appointments to the aforesaid vacancies shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status.

D. Vacancies which arise during July and August shall be posted in the Board office.

E. Interim appointments to vacancies (not exceeding three months) may be made at the discretion of the Board. It is understood that such appointments are temporary in nature, and will be void upon final selection of personnel.

F. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building and a list shall be forwarded to the Association.

## ARTICLE VII

### TRANSFER POLICY

#### A. REQUEST

1. All requests for change of assignment must be submitted prior to May 1. Any request received after that date may be given consideration by the Superintendent if, in the Superintendents' discretion, it is felt that the same would be in the best interest of school district. All requests shall be in writing and shall be filed with the Superintendent.

2. Upon request of the unit member, the Superintendent or the Superintendent's designee will confer with the member to discuss reasons for denial of a transfer request within 10 days after decision.

3. A list of the known vacancies that will exist the following year should be posted in all schools so that the unit members may apply for open positions. This list should be kept up to date with new openings added as they occur. During the summer this list will be kept posted in the Board office. A copy of such notice will be made available to the Association upon request.

#### B. ADMINISTRATIVE DECISION

1. If a unit member is transferred without having presented a request for transfer, the unit member will be notified of the transfer immediately by the Superintendent, and such notification will be in written form.

2. When a reduction in staff is necessary, to the extent possible, all volunteers shall first be transferred, after which transfer will be made on the basis of years of service in the school district, those lowest in years of service being transferred first. Notice of all transfers will be given to the unit members concerned as soon as practicable, and under normal circumstances before the end of the year.

### ARTICLE VIII

#### LEAVE AND ABSENCE

A. All unit members holding twelve month contracts are entitled to twelve days sick leave in each contract year. In the event that a unit member 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 unit member during the period of that continuing absence, but not to exceed that number of days equivalent to their accumulated sick leave prior to the inception of the absence in question, the sum of sixty dollars (\$60.00) per day. A continuing extended illness as referred to above shall be defined as an illness which necessitates employee absence for a consecutive period of ten or more working days.

B. All unit members shall be permitted to utilize a combined total of six days for personal business or religious holiday leave during the contract year. Notice of the intentioned exercise of such leave must be forwarded in writing to the office of the Superintendent at least one calendar week in advance of the day on which leave is to be taken. It is, however, recognized that leave for personal business will not require such advance notice when an emergency arises which does not feasibly permit such notice to be given. In such instances the unit member shall give as much advance notice as is reasonably possible under the circumstances.

C. All unit members will be permitted to exercise up to five days leave for death in the immediate family, and the "immediate family" shall be construed to encompass one's mother, father, wife, husband, children, brother, sister, mother-in-law, father-in-law, and any relative domiciled in the unit member's household at the time of death.

D. All unit members may be absent from their positions for five consecutive school days for their marriage and honeymoon, but those days shall be regarded as personal business days under paragraph B of this Article, or vacation leave, if applicable, under Article V of this Agreement. If such days are not available, this leave shall be without pay.

E. All unit members shall be entitled to all holidays, recesses and emergency closing days as provided for the teaching staff and all Holidays declared by the State of New Jersey while school is not in session. The work year for ten (10) month positions will be September 1 to June 30. The work year for twelve (12) month positions will be July 1 to June 30.

F. The Board may recognize the need for unit members to attend and participate in conferences of local, state, and/or national organizations relating to their respective assignments without suffering any loss of pay. Application for permission to attend such conference shall be made in writing to the Superintendent of Schools at least one calendar week in advance of the event and attendance shall be conditioned upon the prior approval of the Superintendent. If such an application is approved by the Superintendent the attendance of the unit member shall be without loss of pay and with reimbursement for such reasonable expenses as may be incurred incident to said attendance.

G. Leave of absence may be granted, subject to the following conditions:

1. No more than 10% of the administrative unit will be on leave at any one time.

2. The member requesting leave has completed at least four (4) full school years of service in the Willingboro School District.

3. Leave may be granted for travel, further studies, writing and/or research in pursuance of professional growth.

4. Seniority shall be the determining factor for awarding leaves of absence.

#### ARTICLE IX

#### PERSONNEL FILES

A. Official files shall be maintained in accordance with the following procedures:

1. The Superintendent shall place in the file information of a positive nature received from and signed by responsible sources indicating special competencies, achievements, performance or contributions of an academic, professional or civic nature. All other material received from and signed by responsible sources concerning a unit member's conduct, service or character will likewise be placed in the file.

2. The unit members shall be given the opportunity to review the contents of their individual file once during the year by request of said member.

Pre-employment records are to be kept in a separate folder and exempt from review by unit member.

3. If at any time any material is included in a unit member's personnel file pursuant to Paragraph A1 of this Article, the unit member shall be notified thereof and given an opportunity to review the material. The unit member has the right to reply to said material by formal letter addressed to the Superintendent. The Superintendent shall place the unit member's reply letter in the file as well as any additional response which the Superintendent desires to make. A copy of the Superintendent's response, if any, will be forwarded to the unit member involved.

4. Because these materials are of a highly confidential nature, no unit member will be permitted to reproduce or circulate any material in his file.

#### ARTICLE X

#### GRIEVANCE PROCEDURE

##### A. General Provisions

1. The term "grievance" means an allegation that there has been:

A violation  
an erroneous application; or  
an erroneous interpretation

of this contract or of any administrative 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 B5 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 the unit, does not involve teacher-pupil contact, the first level shall be his or her 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 calendar days after the completion of the presentation made at the level of the principal or immediate Supervisor, then, within seven 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 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 effect 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, within seven calendar days after the date of resort to the level of the superintendent no mutually satisfactory decision is received, then the grievance, at the election of either party hereto signatory, may be submitted to final and binding arbitration conducted under the applicable rules of the American Arbitration Association.

#### C. Limitation

1. Unless the initial submission is made no later than ninety (90) days after the action or event challenged, the grievance shall be untimely and the administration shall have no obligation to entertain the complaint.

2. Any person who desires to have an unresolved grievance submitted to arbitration pursuant to the provisions of paragraph B7 hereof must, in order to do so, file with the American Arbitration Association and serve upon the Board, through the office of the Assistant Superintendent for Personnel, a written demand for arbitration within thirty (30) working days after the date on which the Superintendent either:

(a) made the determination with respect to the matter,  
or

(b) was due to have made the determination with respect to the matter in the event that the Superintendent had failed to do so.

ARTICLE XI

SALARIES

A. The compensation for all unit members holding appropriate certification issued by the New Jersey Department of Education for the school years July 1, 1980 to June 30, 1981; July 1, 1981 to June 30, 1982, respectively, shall be fixed and determined by applying the applicable ratio hereinafter set forth to the salary payable to each unit member if placed on his appropriate position on the teachers' salary guide prevailing in the district in each of the above years. If any unit member would have qualified for a career teachers' adjustment if employed in a teaching position, the amount of such entitlement shall be added to the product of the aforementioned computation (base salary as determined by teachers' salary guide x applicable ratios, then add to the product any CTA entitlement).

<u>POSITION</u> (For positions which are 12 months)	<u>RATIOS</u>
Senior High School Principal	1.620
Senior High School Vice Principal	1.445
Senior High School Assistant Principal	1.350
Junior High School Principal	1.520
Junior High School Vice Principal	1.380
Junior High School Assistant Principal	1.330

<u>POSITION</u> (For positions which are 12 months)	<u>RATIOS</u>
Elementary School Principal (If K to 6th grade structure)	1.445
Elementary School Principal (If K to 7th grade structure)	1.480
Elementary School Assistant Principal	1.275
(For positions which are 10 months)	
Senior High School Assistant Principal	1.24
Junior High School Assistant Principal	1.22

B. All unit members will be granted full credit for training and experience and will be placed on the appropriate step of the teachers' salary guide for purposes of ratio computation.

C. All unit members will be granted a longevity service increment based upon continuous employment in the Willingboro Public School System. The Administrative longevity service increment shall be in the sum of \$100, which sum shall accrue at the issuance of the fourth, seventh, tenth, thirteenth and sixteenth consecutive contracts or letter of intent.

D. The compensation for unit members computed as set forth above shall be payable retroactively as if in effect on July 1, 1980, except that in the case of unit members employed subsequently thereto, said compensation shall be payable retroactively to the date of employment.

ARTICLE XII

HEALTH INSURANCE

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 B; except that the Board shall retain the right to place said coverage with the carrier whom it selects.

B. The aforesaid insurance program shall extend to the employee and the employee's immediate family. The same shall be effective from September 1, 1980, to August 31, 1980.

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 to each unit member 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 1st and ending August 31st so as to assure uninterrupted participation and coverage for unit members electing to participate in the plan.

#### ARTICLE XII

##### SCHOOL CALENDAR

The Association and the Superintendent shall each designate three persons who shall constitute a committee which shall endeavor to develop a school calendar for each school year to be recommended to the Board for its approval. In the event that the committee members cannot agree upon a recommended calendar, the Association and the Superintendent shall each submit their respective proposals to the Board. The appointments to the committee shall be made on or before December 1, and all recommendations to be made hereunder shall be submitted to the Board on or before January 15 preceding the school year to which the calendar is to pertain.

#### ARTICLE XIV

##### ADMINISTRATORS' STUDY COMMITTEE

A. The Board and the Association agree to form an Administrators' Study Committee which shall consist of three members designated by the Board and three members designated by the Association. The appointments to this committee shall be made on or before May 1, 1981, and each party shall promptly notify the other of the identities of the respective committee appointments.

B. The purpose of the Committee shall be to examine prevailing conditions, practices and procedures in the school district, the needs and concerns of the district administrators and any specific committee. It shall likewise endeavor to provide sufficient data to furnish all parties in interest with adequate information to evaluate the needs and/or problems of school administrators.

C. This committee shall be convened at least once a year on a mutually convenient date between August 15 and December 15, with such additional meetings as may be scheduled thereafter by mutual agreement.

#### ARTICLE XV

##### MISCELLANEOUS PROVISIONS

A. On or before April 30 of each year, the Board shall give to each non-tenure unit member continuously employed since the preceding September 30 either:

1. 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

2. A written notice that such employment shall not be offered.

B. 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 therewith before making a final determination in that regard.

C. For the purposes of this Article, determinations relating to the opening or closing of school district facilities or the early dismissal of students or employees due to weather conditions shall not be regarded as an unusual or extraordinary disorder or disruption.

D. The Board shall reimburse unit members for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a unit member while the unit member was acting in the discharge of his or her duties within the scope of their employment.

E. During the 1980-82 contract years, the Board will extend to the Association whatever type of additional fringe benefit it negotiates with the teachers' bargaining unit for that period.

#### ARTICLE XVI

##### MODIFICATION OF AGREEMENT 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. 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 therewith before making a final determination in that regard.

C. For the purposes of this Article, determinations relating to the opening or closing of school district facilities or the early dismissal of students or employees due to weather conditions shall not be regarded as an unusual or extraordinary disorder or disruption.

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#### ARTICLE XVI

##### MODIFICATION OF AGREEMENT 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 Association and the Board agree that either party shall have the right to initiate negotiations for a successor agreement by notifying the other in writing of its desire to do so on or before December 15, 1981.

ARTICLE XVII

DURATION

The provisions of this Agreement shall be effective as of July 1, 1980, and shall extend through June 30, 1982.

WILLINGBORO BOARD OF EDUCATION

By: \_\_\_\_\_  
Hon. Alice Martallo, President

Attest: \_\_\_\_\_  
Secretary

WILLINGBORO EDUCATIONAL  
ADMINISTRATORS' ASSOCIATION

By: \_\_\_\_\_  
Emerson Smith, President

Attest: \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

SCHEDULE B