## WINFIELD TOWNSHIP

# AGREEMENT

This Agreement entered into this \_\_\_\_\_\_ day of September 19. by and between the Board of Education of The Township of Winfield, New Jersey, hereinafter called the "Board", and the infield Park Teachers' Association, hereinafter called the "Association".

# TABLE OF CONTENTS

		Page No
ARTICLE I	RECOGNITION	1
ARTICLE II	NEGOTIATION OF SUCCESSOR AGREEMENT	2
ARTICLE III	GRIEVANCE PROCEDURE	2
ARTICLE IV	TEACHERS' RIGHTS	7
ARTICLE V	ASSOCIATION RIGHTS AND PRIVILEGES	8
ARTICLE VI	TEACHING HOURS - WORK DAY	9
ARTICLE VII	TEACHER EMPLOYMENT	10
ARTICLE VIII	SALARIES	11
ARTICLE IX	TEACHER ASSIGNMENT	12
ARTICLE X	TRANSFERS AND REASSIGNMENTS	13
ARTICLE XI	TEACHER FACILITIES	13
ARTICLE XII	TEACHER-ADMINISTRATION LIAISON	14
ARTICLE XIII	SICK LEAVE	15
ARTICLE XIV	TEMPORARY LEAVES OF ABSENCE	15
ARTICLE XV	EXTENDED LEAVES OF ABSENCE	16
ARTICLE XVI	TEACHER-ADMINISTRATION-BOARD COMMITTEE	19
ARTICLE XVII	PROTECTION OF TEACHERS, STUDENTS AND PROPERTY	20
ARTICLE XVIII	MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE	20
ARTICLE XIX	BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES	21
ARTICLE XX	DEDUCTION FROM SALARY	21
ARTICLE XXI	EVALUATIONS	22
ARTICLE XXII	PARENT-TEACHER-CONFERENCE	23
ARTICLE XXIII	INSURANCE PROTECTION	24
ARTICLE XXIV	MISCELLANEOUS PROVISIONS	25
ARTICLE XXV	DURATION OF AGREEMENT	26

### ARTICLE I

## RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified personnel under contract to the Winfield Township Board of Education as indicated herein:

  Classroom teachers, specialists, special education teachers, and nurses.
- B. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations, (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees; (c) to maintain the efficiency of the school district operations entrusted to them; (d) to determine the methods, means, and personnel by which such operations are to be conducted and (e) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

## ARTICLE II

## NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement, in accordance with law, to reach agreement on matters concerning the terms and conditions of employment.
- B. Such negotiations shall begin in accordance with P.E.R.C. rules. Agreement negotiated between the parties shall be reduced to writing and signed by authorized representatives of both parties.

### ARTICLE III

#### GRIEVANCE PROCEDURE

### A. Definitions

- A "grievance" is a claim based upon the interpretation, application or alleged violation of this Agreement, policies or administrative decisions affecting a teacher or group of teachers.
- An "aggrieved person" is the person or persons making the claim.
- 3. A "party in interest" is the person making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

## B. Purpose

 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problem which may from time to time arise affecting the welfare or terms

- and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential at any level of the procedure.
- 2. Nothing therein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of the Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

### C. Procedure

- The number of days indicated at each level should be considered as a workable amount and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- All grievances shall be committed to writing as will the dispositions.
- 3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

### 4. LEVEL ONE

A teacher with a grievance shall first file and discuss it with his principal within five (5) school days from

occurrence with a deadline of one (1) week prior to the closing of school either directly or with the Association's designated representative, with the objective of resolving the matter informally.

# 5. LEVEL TWO

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after the grievance was delivered in writing to the principal, he may, within five (5) school days after a decision by the principal or fifteen (15) school days after the grievance was delivered to the principal, whichever is sooner, request in writing that the Chairman of the Grievance Committee submit his grievance to the Board for discussion and resolution.

#### 6. LEVEL THREE

If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he wishes review by a third party, and if the Teachers Association determines that the matter should be reviewed further, it shall so advise the Board through the principal within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on the grievances concerning:

- (a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; o
- (b) A complaint of a non-tenure teacher which arises by reason of his not being reemployed; or

- (c) A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure either is not possible or not required.
- (d) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

Nothing herein concerning (a), (b), (c), and (d) above shall be construed to deprive the grievant of any of his rights or remedies as allowed or provided under the Constitution, the Laws or statutes of the State of New Jersey.

- 7. (a) The following procedure shall be used to secure the services of an arbitrator:
  - (1) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list they may request the American Arbitration Association to submit a second roster of names.
  - (3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
  - (b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can

- add nothing to, nor subtract anything from the Agreement between the parties, or any policy of the Board of Education The recommendations of the arbitrator shall be advisory.
- 8. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, and subsistence expenses, plus the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

# D. Rights of Teachers to Representation

- 1. Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Grievance Committee or any other participant in the grievance procedure by reason of such participation.

## E. Miscellaneous

• :

1. If, in the judgment of the Grievance Committee, a grievance affects a group or class of teachers, the Grievance Committee may submit such grievance in writing to the principal directly.

# ARTICLE IV

#### TEACHERS' RIGHTS

- Pursuant to Chapter 303 P.L. of 1968 and Chapter 123 P.L. of Α. 1974, the Board hereby agrees that every employee of the Board shall have the right to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under cover 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 laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable New Jersey laws and regulations.
- C. No teacher may be prevented from wearing pins or reasonable identification of membership in the Association or its affiliates.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or an agent or representative thereof, shall not be made public and be subject to the grievance procedure herein set forth.

# ARTICLE V'

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to requests it deems reasonable from time to time various available information concerning the teachers' interests which is in the area of public record.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.
- C. Representatives of the Association, the Union-County Conference of Teachers Associations, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the right and privilege to request the use of the school building during reasonable hours for meetings. The request shall be made to the principal in advance of the time and place of all such meetings. Permission shall be granted if the request does not conflict with the efficient operation of the school.

If deemed possible and practicable, the Association shall have the right to use school facilities and equipment, excluding the Board Secretary's and principal's office equipment.

E. The Association shall have in the school building, the exclusive right to use and maintain the present bulletin board in the

- faculty lounge. Copies of all materials to be posted on such bulletin board shall be given to the principal. Materials considered inflammatory shall not be posted.
- F. The Association shall have the right to use the school mail facilities and school mail boxes within reason upon the approval of the principal.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and no other organization.

## ARTICLE VI

# TEACHING HOURS - WORK DAY

- A. Each employee shall have a normal work day of no more than seven (7) hours and fifteen (15) minutes, including a duty-free lunch period of at least thirty (30) minutes. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. It is expected that each teacher shall remain in his classroom for at least fifteen (15) minutes at the conclusion of each school day.
- B. All classroom teachers and specialists shall have at least one hundred and twenty (120) minutes preparation time per full work week. This time shall be considered preparation time, unless the specialist is not available, then the classroom teacher shall be required to conduct the class. Such time shall be prorata for part-time teachers and for short weeks.
- C. The principal has the right to assign teachers, as needed, to supervision duties within the framework of the normal work day

and the normal school schedule.

- per month, nor last longer than 4:30 p.m., nor shall they be scheduled on Fridays. Normally, meetings shall be held on Tuesdays.
- E. On those days when a teacher is required to pull cafeteria and/or playground duty then the teacher shall be allowed to leave work after student dismissal.
- F. On those days when a teacher is required to pull detention duty then the teacher shall be allowed to leave work after student dismissal on the next subsequent work day.
- G. The provisions of paragraphs C. and D. shall be deferred if there is a faculty or committee meeting on such "compensatory" day (s).

# ARTICLE VII

### TEACHER EMPLOYMENT

- A. (1) A teacher's initial placement on the salary guide shall be negotiated by the teacher concerned and the Board. A teacher reemployed after R.I.F. is understood to not be considered under this provision.
  - (2) Credit for military experience shall be granted pursuant to law.
- B. Teachers with previous teaching experience in the Winfield School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service System.
- C. Any non-tenure teacher whose contract shall not be renewed will notified in writing by April 30th. Upon written request of said teacher, the reasons for nonrenewal shall be given in writing. Upon written request of said teacher, the Board of Education shall grant an informal hearing.

# ARTICLE VIII

### SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedules "A" and "B" which are attached hereto and made a part hereof.
  - (1) Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
  - (2) If a majority of teachers elect to have ten (10) er cent of their monthly salary deducted from their pay, the Board will so arrange. These funds shall be paid to the teachers on the final pay in June.
  - (3) When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.
  - (4) Every possible effort shall be made to see that teachers receive their final checks and the pay schedule for the following year on the last teachers' school day in June on condition all duties are completed.
- B. (1) Teachers shall furnish official college transcripts to the principal when seeking adjustment of salaries, said transcripts shall become part of the official file. All credits must be approved by the principal and must be in a related teaching area. All salary adjustments must be approved by the Board of Education.
  - (2) A teacher's salary shall be adjusted to his appropriate level on the Salary Guide for degree and/or accredited academic credit attained prior to September provided that the Administration has been notified and that proof of

Sept 4,80 Ok mest acquired credit is submitted on or before September 1.

If summer credits are being earned by a teacher, the teacher shall advise the Administrative Principal in writing on or before September 1, specifying the course and (101/1) to be eligible for salary readjustment.

The Board shall presentation of proof of satisfactory completion, reimburse a teacher the cost of tuition up to \$45.00/ credit for any courses approved in advance by the principal.

Reimbursement shall be for up to six (6) credits per semester to a maximum of twelve (12) credits from July 1 through June 30. The reimbursement rate shall be at the rate of local college fees, but shall not exceed \$45.00 per credit.

## ARTICLE IX

#### TEACHER ASSIGNMENT

- A. (1) All possible attempts shall be made to give written notice of the teachers schedules, class and/or subject assignments, room assignments, and schedule for the forthcoming year no later than May 31st.
  - (2) The principal whenever practicable shall assign all newly appointed personnel to their specific position. The principal shall give notice of assignments to new teachers as soon as practicable.

### ARTICLE X

#### TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable. No vacancy shall be filled by means of involuntary transfer or reassignment when there is a volunteer deemed qualified and recommended to the Board by the principal to fill said position.
- B. A list of open positions in the school district shall be made available to all teachers. Teachers may request the positions, in order of preference, to which they desire to be transferred.
- C. A decision to transfer or reassign a teacher is at the sole discretion of the Board.

#### ARTICLE XI

## TEACHER FACILITIES

:: <u>`</u>

- A. This school, if practicable, shall have the following facilities
  - Space in each classroom in which teachers may store instructional materials and supplies.
  - 2. An appropriately furnished room shall be reserved for the usage of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
  - A serviceable desk, chair, and filing cabinet in each classroom.
  - 4. A well-lighted and clean teacher restroom, separate for

- each sex and separate from the students' restrooms.
- 5. A separate private dining area for the use of the teachers.
- 6. Copies of all texts used in each of the courses he is to teach.
- 7. Adequate chalkboard space in every classroom.
- 8. Adequate books, paper, pencils, pens, chalk, erasers and such other material required in daily teaching responsibility shall be provided.
- 9. Duplicator for the school for the teachers' use.
- 10. Two large standing fans for placement in school to provide adequate ventilation during hot weather.
- 11. Two typewriters shall be provided in the teachers' lunchroom and in the library.

### ARTICLE XII

#### TEACHER-ADMINISTRATION LIAISON

A. The Association shall select a Liaison Committee for the school building which shall meet with the principal at least once a month, during uncompensated hours, for the duration of the school year to review and discuss local school problems and practices.

Meetings of this Committee shall be in addition to the regularly schedule faculty meetings.

B. The Committee shall consist of three teachers.

### ARTICLE XIII

### SICK LEAVE

- A. All teachers employed shall be entitled to ten (10) sick days each school year.
- B. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

### ARTICLE XIV

#### TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year.
  - (1) Three (3) school days of absence for persona! egal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies).
  - (2) Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system, except if the teacher is party to such proceeding against the Board.

. .

(3) Up to five (5) school days in any seven (7) day calendar period computed from but not including day of death at any one time in the event of death or serious illness of a teacher's spouse, child, parent, brother, sister, mother-in-law, father-in-law or any other member of the immediate household. Teachers shall be granted up to one (1) day

- in the event of death of other relatives as stipulated in current policy.
- (4) Time necessary for persons called into temporary active duty of any unit of the U.S. Reserve or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session.
- (5) Other leaves of absence with pay may be granted by the Board. Leaves taken pursuant to Section A. above shall be in addition to any sick leave to which the teacher is entitled.

## ARTICLE XV

## EXTENDED LEAVES OF ABSENCE

- A. At the discretion of the principal and Board, Leave of Absence without pay of up to two (2)- years may be granted to any teacher who joins the Peace Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fullbright Scholarship.
- B. Military Leave without pay shall be granted to any teacher who is inducted in any branch of the Armed Forces of the United States for the period of said induction.
- C. Other Leaves of Absences without pay may be granted by the Board for good reason.
- D. All extensions or renewals of Leaves shall be applied for in writing as shall the determination.
- E. Maternity Leave: The Board shall grant Maternity Leave of
  Absence without pay to any teacher upon request in accord
  with the following provisions:

- 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 her duties.
  - (b) In no event shall any such Leave be extended beyond the end of the contract year in which Leave is requested to commence for non-tenure teachers unless the Board otherwise elects.
  - (c) In no event shall such Leave extend beyond a period of twenty-four (24) calendar months from the date on which said Leave is to commence for tenure teachers.
- from her position or to insist-that the teacher accept a

  Leave of Absence therefrom; if, after her pregnancy is

  confirmed, her teaching performance has substantially

  declined in comparison to her performance prior to the

  medical confirmation of pregnancy, or if her physical con
  dition or capacity is such that her health would be impaired

  if she 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 her physician that she is medically able to continue to perform her duties or:
- (b) The pregnant teacher's physician and a physician designated by the Baord agree that she is not medically able to continue to perform her 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 County Medical Society, certifies that in his opinion the teacher is not medically able to perform her duties.
- (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 therefor with the Superintendent accompanied by a physician's certification that she is medically able to so resume or to continue to perform her 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 original requested or granted, and if such request can be fulfilled without substantially interfering with the effective admin-

istration of the educational program to which the teacher

in question was assigned and seeks to be reinstated.

- After the grant of Leave to any teacher pursuant to the provisions of this section. the Board will give reasonable consideration to requests from the teacher for either extension or reduction of the period of Leave granted provided that the teacher requesting same makes written application for such adjustments to the Superintendent 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 her duties on the date on which resumption is requested. Teachers adopting an infant child shall receive similar Leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. The Board reserves the right to set the term of the Leave within reasonable limits in the best interests of the school.
- (5) Nothing herein precludes utilization of sick leave by pregnant teachers.

## ARTICLE - XVI

# TEACHER-ADMINISTRATION-BOARD COMMITTEE

A. A committee of a maximum of three (3) teachers and a maximum of three (3) board members and chaired by the Administrative Principal shall be established to meet once in October and once in May upon written request of either party at a time of mutual convenience outside of the work day to discuss mutual educational concerns.

- B. This Teacher-Administration-Board Committee is not intended as a negotiation or grievance procedure and is intended solely to discuss constructive and positive educational matters.
- C. The party initiating this (T-A-B) procedure must do so in writing suggesting agenda items for discussion and three (3) dates and times for such meeting. The responding party may also suggest other agenda items and both parties shall attempt to select a date and time of mutual convenience. Either the Association or Board may reject agenda items for discussion.
- D. The only issue grievable in this Article is whether or not there is refusal to meet as required in paragraph A. above.

## ARTICLE XVII

### PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health. safety or well-being.

### ARTICLE XVIII

#### MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. A basic definition of the duties and responsibilities of all teachers pertaining to student discipline shall be reduced to writing by the principal and presented to each teacher at the start of each school year.

B. When, in the judgment of a teacher, a student requires the attention of the principal, psychologist, physician or other specialist, he shall so inform his principal. The principal shall arrange as soon as possible for a conference among himself, the teacher and the parents to discuss the problem.

If a specialist is called in, said specialist shall be asked to inform the teacher of any conditions or information that in his professional judgment deems necessary.

## ARTICLE XIX

# BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. The Board shall allocate such funds as it deems sufficient to provide for the purchase and/or replacement of textbooks.

  library books, instructional materials, supplies, and equipment of sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities.
- B. All teachers shall be consulted by the principal relative to their views on any text books or instructional material to be purchased.

# ARTICLE XX

#### DEDUCTION FROM SALARY

- A. The Secretary of the Board shall deduct from the paycheck of any employee, upon request of said employee, for any of the following, provided the employee has filed a written authorization for such deduction on the appropriate form:
  - 1. W.P.T.A. (Unified dues system)

Such deduction from salary shall be made in compliance with Chapter 233 N. J. Public Law of 1969 and under rules established by the State Department of Education.

### ARTICLE XXI

## EVALUATIONS

- A. All non-tenure teachers shall be evaluated four (4) times a year, the first and second evaluations shall be no later than December 31, the third and fourth shall be no later than April 30. All tenure teachers shall be evaluated at least two (2) times a year. Said evaluation shall be discussed between the evaluator and the teacher and a copy of the evaluation shall be provided the teacher.
- B. (1) All observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
  - (2) Teachers shall be evaluated by persons certified by the

    New Jersey State Board of Examiners to supervise instructi
- C. A teacher shall be given a copy of the evaluation report prepared by his evaluators after a classroom observation. No teacher shall be required to sign a blank or incomplete form. A teacher is required to sign each evaluation form; however, such signature shall not necessarily indicate agreement.
  - (1) Such reports shall include, when pertinent:
    - (a) Strengths of the teacher as evidenced during the period since the previous report.
    - (b) Weaknesses of the teacher as evidenced during the period since the previous report.

- (c) Specific suggestions as to measure which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
- D. No evaluation material shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to any evaluation material and his answer shall be attached to the file copy.
- E. The content for a teacher evaluation form shall be subject for discussion between the Association and the Principal.
  Should a standard teacher evaluation form be developed and accepted by all parties, said form shall not be a part of this Agreement and not subject to the grievance procedure.

#### ARTICLE XXII

### PARENT-TEACHER-CONFERENCE

- A. Parent-Teacher Conference will be held once each semester to provide each parent with an informal face-to-face meeting to give both the parent and the child's teacher an opportunity for full exploration of the child's progress, his behavior and the reasons behind his success and failures.
- B. The notice to the parent will contain a form that is returnable to the teacher in which the parent will designate whether the parent "will be able" or "will not be able" to attend. The

form will also contain a provision whereby the parent may designate a time and date in the event the time and date designated by the teacher is not convenient.

- C. The time allotted to the conferences shall be as follows:
  - (1) One (1) full day in each semester.
  - (2) One (1) evening in each semester.

On the day of the evening conferences, the teachers shall be released at the close of a four (4) hour instructional session.

- D. A teacher shall schedule appointments at the convenience of the parents and himself during the time allotted.
- E. When a teacher does not have an appointment at night, he shall not be required to be present.
- F. This Article shall be subject for discussion between the Association and the Principal. Should there be a mutually agreed upon change in the Parent-Teacher Conferences, and that change is accepted by the Board, it will on date of Board acceptance become effective.

### ARTICLE XXIII

#### INSURANCE PROTECTION

- A. For each employee, and family where appropriate and eligible, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve-(12) month period as follows:
  - (1) 100% of the premium cost for family Blue Cross/Blue Shield with Rider "J".
  - (2) 100% of the premium cost for family Major Medical.
  - (3) 50% of the premium cost for the basic single coverage for Washington National.

Insurance shall be BC/BS 750 Plan.

### ARTICLE XXIV

### MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall cearly exemplify that there is no discrimination in the hiring, training, assignment, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

5 <u>2</u>

D. Copies of this Agreement shall be printed at the equal expense of both parties within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

. TEACHERS SALARY GUIDE
1979-80

	מוסמט ד	CBOILD 1-X	1 8	11 all0a0	C BOTTO TT-A	CBOILD TITE	1
mployment	Bachelor's Deg.	Bachelor's Deg. Plus 10 Credits	Bachelor's Deg. Plus 20 Credits	Master's Degree	Master's Deg. Plus 10 Credits	Master's Deg. Plus 20 Credits	Doctora
	\$11,730.	\$11,930.	\$12,030.	\$12,230.	\$12,430.	\$12,530.	\$12,53
	12,055.	12,255.	12,355.	12,555.	12,755.	12,855.	13,05
-	12,380.	12,580.	12,680.	12,880.	13,080.	13,180.	13,38
	12,705.	12,905.	13,005.	13,205.	13,405.	13,505.	13,70
	13,030.	13,230.	13,330.	13,530.	13,730.	13,830.	14,03
	13,380.	13,580.	13,680.	13,880.	14,080.	14,180.	14,38
7	13,730.	13,930.	14,030.	14,230.	14,430.	14,530.	14,73
	14,080.	14,280.	14,380.	14,580.	14,780.	14,880.	15,08
)	14,430.	14,630.	14,730.	14,930.	15,130.	15,230.	15,43
10	14,830.	15,030.	15,130.	15,330.	15,530.	15,630.	15,83
11	15,230.	15,430.	15,530	15,730,	15,930.	16,030.	16,23
12	15,630.	15,830.	15,930.	16,130.	16,330.	16,430.	16,63
13	16,030.	16,230.	16,330.	16,530.	16,730.	16,830.	17,03
14	16,480.	16,680.	16,780.	16,980,	17,180.	17,280.	17,48
15	16,980.	17,180.	17,280.	17,480.	17,680.	17,780.	17,98
16	17,480.	17,680.	17,780.	17,980.	18,180.	18,280.	18,48
17	18,080.	18,280.	18,380.	18,580.	18,780.	18,880.	19,08
*	Longevi tv	- 20 vears teaching: 10 vears	ing: 10 vears in Wi		nfield Township school	01 - \$200 00	

Longevity - 20 years teaching; 10 years in Winfield Township School - \$200.00

18,	1.8		14 17,465	13 16,965	12 16,465	11 15,965	10 15,565	9 15,165	8 14,765	7 14,365	6 13,965	5 13,565	13,165	3 12,815	2 12,465	1 \$12,115	GROUP I Bachelor's Years
	5.	5	5.	5	5	5	5.	5	5.	•	5.	5,	5	5.	5	5.	s Deg.
	18,915.	18,315.	17,715.	17,215.	16,715.	16,215.	15,815.	15,415.	15,015.	14,615.	14,215.	13,815.	13,415.	13,065,	12,715.	\$12,365.	GROUP I-A Bachelor's Deg. Plus 10 Credits
	19,065.	18,465.	17,865.	17,365.	16,865.	16,365.	15,965.	15,565.	15,165.	14,765.	14,365.	13,965.	13,565.	13,215.	12,865.	\$12,515.	GROUP 1-B Bachelor's Deg. Plus 20 Credits
•	19,315.	18,715.	18,115.	17,615.	17,115.	16,615.	16,215.	15,815.	15,415.	15,015.	14,615.	14,215.	13,815.	13,465.	13,115.	\$12,765.	GROUP II Master's Degree
	19,565.	18,965.	18,365.	17,865.	17,365.	16,865,	16,465.	16,065.	15,665.	15,265	14,865.	14,465,	14,065.	13,715.	13,365.	\$13,015.	GROUP II-A Master's Deg. Plus 10 Credits
	19,715.	19,115.	18,515.	18,015.	17,515.	17,015.	16,615.	16,215.	15,815.	15,415,	15,015.	14,615.	14,215.	13,865.	13,515.	\$13,165.	GROUP II-B Master's Deg. Plus 20 Credits
	19,965.	19,365.	18,765.	18,265.	17,765.	17,265.	16,865.	16,465.	16,065.	15,665.	15,265.	14,865.	14,465.	14,115.	13,765.	\$13,415	GROUP III

Longevity - 20 years teaching; 10 years in Winfield Township School - \$200.00

# ARTICLE XXV

## DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 1, 1979, and shall continue in effect until June 30, 1981.

In witness whereof the parties hereto have caused this

Agreement to be signed by their respective presidents,

attested by their respective secretaries, and their corporate

seals to be placed hereon, all on the day and year first

above written.

WINFIELD TOWNSHIP TEACHERS' ASSOCIATION

WINFIELD TOWNSHIP BOARD OF EDUCATION

President Sept. 4, 1980

President

Seat 4. 1980

Celesti Cicalese

Sept 5, 1980

Settle - Go Bernstung

Sept. 8:198