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May, 1971 -

AGREEMENT

between

WILLINGBORO TOWNSHIP BOARD OF EDUCATION

and

WILLINGBORO EDUCATION ASSOCIATION

71-72

THIS BOOK DOES  
NOT CIRCULATE

INDEX

	Page
PREAMBLE. . . . .	1
Article I - Recognition . . . . .	2
Article II - Statement of Teacher - Administrator - Board of Education Relationships . . . . .	2
Article III - Teacher Rights and Responsibilities . . . . .	4
Article IV - Associations Rights and Privileges . . . . .	6
Article V - Teaching Hours. . . . .	7
Article VI - Teaching Load . . . . .	9
Article VII - School Calendar . . . . .	12
Article VIII - Class Size . . . . .	12
Article IX - Evening School, Summer School, Home Teaching and Federal Programs . . . . .	13
Article X - Promotions. . . . .	14
Article XI - Teacher Transfer Policy . . . . .	15
Article XII - Personnel Procedures . . . . .	17
Article XIII - Personnel Files. . . . .	19
Article XIV - Grievance Procedure . . . . .	20
Article XV - Compensation . . . . .	24
Article XVI - Co-Curricular Compensation. . . . .	25
Article XVII - Health Insurance . . . . .	29
Article XVIII - Evaluation . . . . .	29
Article XIX - Professional Development and Educational Improvements . . . . .	31
Article XX - Mutuality of Obligation . . . . .	31

Article XXI - Duration . . . . .	32
Article XXII - Modification and Negotiation of Successor Agreement . . . . .	32
Schedule A . . . . .	33
Schedule B . . . . .	34

PREAMBLE

In order to comply with and effectuate the provisions  
of Chapter 303 of the Public Laws of 1968 for the State of New Jersey,

THIS AGREEMENT IS MADE AND EXECUTED on this            day of

, 1971, by and between the WILLINGBORO TOWNSHIP  
BOARD OF EDUCATION, hereinafter referred to as the "Board", and  
the WILLINGBORO EDUCATION ASSOCIATION, hereinafter referred  
to as the "Association".

ARTICLE I  
RECOGNITION

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 303 of the Laws of 1968: (1) classroom teachers, nurses and librarians, (2) ten and twelve month counselors, social workers, speech therapists and learning disability specialists, (3) the district reading supervisor, (4) high school and junior high school guidance directors, (5) twelve month psychologists, and any equivalent positions which may be created by the Board after the execution hereof.

ARTICLE II

STATEMENT OF TEACHER - ADMINISTRATOR - BOARD OF EDUCATION  
RELATIONSHIPS

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

We do hereby declare that:

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

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

3. The Board, the administration and teaching personnel have the joint responsibility for providing the best possible education for the boys and girls of Willingboro.

## B. PRINCIPLES

### 1. Objectives

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

b. This Agreement is negotiated in order to establish for its term the salaries and other conditions of employment for professional members represented by the Association as hereinafter specified in this Agreement.

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

### 2. Implementation

a. The Board and the Association, the parties to this Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith, honor, support, and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing laws.

b. Subject to the provisions of Section 19 of Article I of the New Jersey Constitution and pursuant to the provisions of Chapter 303

of the Public Laws of 1968 for the State of New Jersey, as the same may be amended or supplemented, the Board agrees not to negotiate with any other organization during the duration of this Agreement with respect to the personnel whom the Board has designated as being represented by the Association; however, the Board will be free to communicate with teachers or their representatives, individually or collectively, for whatever purpose the Board may deem to be necessary or desirable, subject to the existing laws of the State of New Jersey.

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

d. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

## ARTICLE II TEACHERS RIGHTS AND RESPONSIBILITIES

A. Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every employee of the Board shall have the right

freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, 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 his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever any teacher is required to appear before the



Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

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

F. As a duly recognized body exercising power under color of the law of the State of New Jersey, the Association undertakes and agrees that the Association shall encourage every teacher and others among its members to fully honor this Agreement and other responsibilities, both to the profession and those contractual obligations under law in the State of New Jersey.

#### 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 information concerning the financial resources of the District, including annual financial reports and audits, published director of personnel, agendas and minutes of all Board meetings, census data, names and addresses of all teachers, together with all public information which may be necessary for the Association to process any grievances or complaints.

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

C. The Association and its representatives may have the right to use school buildings at reasonable hours for meetings with the approval of the building principal, which approval shall not be unreasonably withheld. The principal of the building in question shall be notified in advance by the Association of the time and place of all such meetings.

D. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The 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. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of those personnel in the bargaining unit as defined in Article I hereof.

#### 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 expenditure of time beyond the normal working day, but that the teachers are entitled to regular time and work schedules on which they can rely in the ordinary course and which will be fairly and evenly maintained to the extent possible throughout the school system, except in emergencies and instances of staffing exigencies, and without prejudice to voluntary professional service above and

beyond contract requirements.

B. The length of the regular work day shall be seven (7) hours for kindergarten and elementary teachers (K through 6 grades), seven and one-quarter (7-1/4) hours for secondary school teachers, and eight (8) 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. Specialists and special project teachers shall not be required to remain more than one hour after the normal school day. This shall not include those activities for which there is extra remuneration.

E. Where administratively possible, secondary school teachers shall not be scheduled for more than four (4) consecutive teaching periods.

F. Where there are exceptional demands upon a particular individual for time over and beyond the regular work day as hereinbefore set forth, the Superintendent or his designee may work out with the individual concerned an arrangement for compensatory time off of adequate compensation. The individual involved may be represented by the Association in any discussions hereunder with the Superintendent or his designee.

G. 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. Classroom teachers will not begin the school day prior

to the assigned time.

H. All teachers in the elementary schools shall, in addition to their duty free lunch period, have duty free periods for preparation - conference of fifteen 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.

I. No teacher shall be assigned to the supervision of any lunch-time playground period.

## ARTICLE VI TEACHING LOAD

### A. WORK YEAR

1. The work year of teachers holding ten month employment contracts covered by the classroom salary schedule (other than new personnel who may be required to attend additional orientation sessions) shall begin not more than two days prior to the opening of school and terminate not more than two days after the last day of student attendance, but in no event total more than 185 scheduled work days.

2. 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 similarly be excused from reporting for duty on the following ten holidays: New Years Day, Good Friday, either the Monday after Easter or Holy Thursday in accordance with the prevailing school calendar, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas and Christmas Day.

4. With respect to unit members holding twelve month employment contracts, it should be noted that 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 would be entitled to vacation time set forth in paragraph A3 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. With respect to 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, they shall be credited for a full month's employment for the purposes of computing vacation time if they had been employed for fifteen (15) 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 his death or disability, that member shall be entitled to receive a cash payment for the monetary value of current vacation standing to his credit at the rate of salary prevailing at the time of his 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 he had been employed for fifteen working days during said calendar month.

#### B. AFTER SCHOOL MEETINGS

1. Teachers may not normally, after the first year of experience in this District, be required to remain after school for longer than one-half (1/2) hour to attend the following staff meetings:

a. Once each month Curriculum In-Service Meetings may be called by the Superintendent of Schools. These meetings will be held during the regular hours of the teachers' day.

b. 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 one meeting per month where the meeting may extend beyond the regular teachers' day.

c. Subject field groups or special groups will meet at the call of the subject field chairman, special group chairman or principal with reasonable notice, and for a reasonable length of time which is not to exceed the limitations as stated in B. 1. b or as agreed to by the group members.

2. Attendance at meetings such as PTA activities shall be at the option of the individual teacher, but the Board and The Association encourage active participation in such meetings as part of the teacher's professional responsibility.

C. All teachers in the elementary schools shall have a duty-free lunch period of one (1) hour. Secondary school teachers shall have a duty-free lunch period with a minimum time equivalent to the length of the students' lunch period in conformance with State Law.

D. All teachers in the secondary schools shall, in addition to their lunch period, have at least one (1) preparation-conference period each day, during which they shall not be assigned to any other duties.

E. In addition to homeroom duty, secondary school teachers shall not be assigned more than five (5) teaching periods per day.

#### ARTICLE VII SCHOOL CALENDAR

The Association and the administration shall jointly endeavor to develop a calendar for the school year 1971-72 to be recommended to the Board for its approval. In the event that the Association and the administration cannot agree upon a calendar, each shall submit their respective proposals to the Board.

#### ARTICLE VIII CLASS SIZE

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

C. Sub-standard classrooms should be used only under extreme emergency conditions. These classrooms shall be approved by the Board, the County Superintendent and the Commissioner of Education. The Board will consult with the Township Fire Marshal prior to its approval of the use of any such classrooms and request his recommendations, but the same shall not be binding on the Board.

D. The Board shall continue to actively undertake a building program to provide an adequate number of classrooms.

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.

B. In filling such positions, consideration may be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Willingboro Township school district; and when all other factors are substantially equal, consideration shall be given first to teachers who have taught the subject area and/or grade level in question during the regular school year and then to teachers who have taught the grade and/or subject in question on a regular basis at any time during the preceding years. Priority consideration shall be given in making such assignments



to teachers employed in the Willingboro Township school district.

## ARTICLE X PROMOTIONS

A. All vacancies in promotional positions caused by death, retirement, discharge, resignation, or by the creation of new promotional positions shall be filled pursuant to the following procedure:

1. Such vacancies shall be adequately publicized, including a notice in every school (by posting, through the Superintendent's bulletin or otherwise) as far in advance of the date of filling such vacancy as possible (ordinarily, at least 30 days in advance, and in no event less than 7 days in advance). In addition, the Superintendent may concurrently publicize the position outside the school district.

2. Said notice of vacancy shall clearly set forth the qualifications for the position. Standards of qualifications must be consistent with the position and may be changed from time to time providing notice of change shall be given at least 65 days prior to the publication for said position.

3. Teachers who desire to apply for such vacancies shall file their applications in writing with the Office of the Superintendent within the time limit specified in the notice.

4. Such vacancy shall be filled on the basis of fitness for the vacant position provided, however, that when two or more applicants request the same position, other qualifications being equal, seniority in the District shall prevail.

B. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisory level, including but not limited to positions such as assistant superintendent,

administrative assistant, supervisor, principal, grade level chairman, instructional specialist, coordinator and any assignment to which an honorarium is attached.

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

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

E. Interim appointments to vacancies (not exceeding three months) may be made at the discretion of the Superintendent of Schools and/or the Board. It is to be clearly understood that such appointments are temporary in nature, and will be void upon selection of personnel in accordance with the policy established above. At no time may the experience gained from such an interim appointment be used as a qualification for filling such position.

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 given to the Association, indicating which positions have been filled and by whom.

## ARTICLE XI TEACHER TRANSFER POLICY

### A. TEACHER REQUEST

1. A teacher may request a change of school, assignment or both when such request is made before May 1. A written request should be sent to the Assistant Superintendent for Personnel. When two equally qualified teachers request the same position, seniority in the

district will prevail.

2. When an elementary teacher is requesting a transfer, three choices of grade assignment and school should be given.

3. When a secondary teacher is requesting a transfer, two choices of grade assignment and school should be given.

4. Upon request by the teacher, the Assistant Superintendent for Personnel shall furnish the teacher the reasons why he or she was not selected for the position(s) which were specified in the transfer request.

5. A list of the known vacancies that will exist in the following year will be posted in all schools so that the teachers may apply for open positions. This list will 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 will be sent to the Association president at his home or office address.

#### B. ADMINISTRATIVE DECISION

1. When the Superintendent of Schools or the Assistant Superintendent for Personnel believe that a transfer will be in the best interest of the school(s) affected, the teacher will be notified of the transfer immediately by the Superintendent, and such notification will be in written form.

2. If a principal believes that a transfer of a teacher will serve the best interest of the school, he may submit a written request to that fact to the Assistant Superintendent for Personnel. If such a transfer is to be made, the teacher will be notified of the transfer immediately by the Superintendent, and such notification shall be in written form.

3. If an involuntary transfer is to be made then the grievance policy agreed upon between the Association and the Board should be followed at the instigation of the teacher involved.

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

## ARTICLE XII PERSONNEL PROCEDURES

### A. EMPLOYEE ABSENCE

1. All ten month employees shall receive ten days annual sick leave and all twelve month employees shall receive twelve days annual sick leave. In addition to the usual sick leave as above, all employees are now entitled to the following time off, with pay:

a. Death in the immediate family - three (3) days. For purposes of definition, the "immediate family" will mean father, mother, grandparents, wife, husband, children, step-children, brother(s), sister(s) mother-in-law, father-in-law, or other relative domiciled in the employee's household.

b. Personal business - religious days - three (3) days.

(1) The nature of the personal business need not be stated for the first three days in any given year. Any request for a personal business-religious day thereafter must be accompanied by a

statement of adequate cause and be approved by the Superintendent.

(2) The request for a personal business day - religious day must be submitted to the building principal for approval one calendar week prior to the day that is requested. After being approved, the request is to be submitted immediately to the Assistant Superintendent for Personnel for disposition.

(3) Personal business days - religious 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 - religious days will be cumulative from year to year at the maximum rate of one and one-half days per year up to a maximum cumulation of five days which can be used in addition to the number granted for a given year.

(6) The Board will grant four personal business - religious days during the 1971-72 school year, but the number of said personal business - religious days available per year will revert to three for the school year 1972-73 and thereafter.

c.) Marriage - Five (5) consecutive school days for marriage and honeymoon, three (3) days of which are to be regarded as personal business and so charged, the remaining day to be taken without pay.

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 the first three days of school by the Superintendent of Schools without deduction in pay. However, should the teacher separate from the Willingboro Schools before June 30, a deduction of 1/200th of the salary should be made from the last salary check for the days excused.

#### B. OTHER ABSENCES

1. Teachers accompanying students on field trips or otherwise acting in their normal teaching capacity will not be considered absent.

2. Under no circumstances may teachers pay substitutes personally. The Education Law provides that only Boards of Education may pay for teaching service.

### 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, performances, or contributions of an academic, professional or civic nature. All material received from and signed by responsible sources concerning a teacher's conduct, service or character may be placed in the file.

2. The teacher shall be given the opportunity to review the contents of his file once during the year by request in writing.

Written requests at all other times may be honored by the central admin-

istration within the discretion of the administrator in charge; reasonable requests for review shall not be withheld. This opportunity represents the implementation of the democratic concept that the individual has the right to be fully aware of any developments that concern his actions. It shall be the responsibility of the central administration, when requested in writing, to arrange a convenient appointment with each teacher which will enable that teacher to have ample time to fully review any and all documents in his file, with the exception of pre-employment records.

3. The teacher has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be discriminately placed in the file.

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

#### ARTICLE XIV GRIEVANCE PROCEDURE

##### A. PROCEDURE

1. Any individual member or any group of members of the professional staff contained within the bargaining unit represented by the Association have the right to discuss with their immediate superior the applications of policies affecting them.

2. If as a result of any discussion provided for in Step 1, the cause of the staff member's dissatisfaction has not been resolved within a period of seven days (designated school holidays excepted), the complaint to be considered a grievance must be stated in writing by the staff members or members and be presented to a representative of the

Association Executive Committee within the next ten days (designated school holidays excepted).

a. Within three days (designated school holidays excepted) of any written grievance report, a representative of the Association Executive Committee shall discuss the grievance with the staff member and/or the member's immediate superior. The aggrieved staff member or members have the option of being present.

3. In the event that the problem cannot be resolved by the immediate superior, the staff member or members, and the Association representative within a period of five days (designated school holidays excepted), the staff member or members may cause the grievance report to be presented to the entire Executive Committee of the Association with a duplicate copy for the immediate superior involved.

a. The immediate superior should provide the Association Executive Committee and the staff member with a written resume of the issue.

4. If the Association Executive Committee determines that the grievance has merit, the grievance shall be referred to the Superintendent of Schools within 15 days after receipt of the report and resume of the issue (designated school holidays excepted). Written notice of the Association Executive Committee action will be forwarded to the aggrieved staff member or members and the immediate superior.

a. If the Association Executive Committee determines that the grievance is without merit, written notice of this determination shall be forwarded to the aggrieved staff member and the immediate superior.



5. The Superintendent and/or his representatives upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall meet with the aggrieved and/or his representatives within five days (designated school holidays excepted) of receipt of a request for such meeting.

a. The recommendation of the Superintendent shall be made in writing to the aggrieved and to the Association Executive Committee. If the recommendation of the Superintendent is not satisfactory to the aggrieved, or after the passage of ten days from the date of the receipt of the grievance report by the Superintendent, whichever comes first, the aggrieved may request within the next five days that a committee of three be selected to act as a Board of Review.

b. The Board of Review shall be composed of one member selected by the Superintendent, one member selected by the Association Executive Committee, and a third member to be chosen by the aforesaid members. If the parties so selected cannot agree upon a third member of the Board within three calendar days from the date on which the request for a selection of a Board of Review was presented, the parties to this Agreement shall jointly request the American Arbitration Association to appoint that third member of the Board of Review.

c. The Board of Review shall meet and conduct the necessary investigation and shall submit a written report to the Board,

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

In this case, the Board shall immediately request the American Arbitration Association to appoint an arbitrator to review the written reports pertaining to the case, to conduct any further investigation he deems necessary, and to provide its recommendation for the solution of the grievance to the Board, the aggrieved, the Superintendent, and the Association Executive Committee. The decision of the arbitrator shall be final and binding upon all parties.

#### B. GENERAL REGULATIONS

1. All appeals taken past the immediate superior of the aggrieved party must be stated in writing.

2. Copies of appeals above the building level and decisions reached concerning them shall be filed in the office of the Superintendent.

3. All time limits stated within this procedure must be strictly adhered to unless an extension is mutually agreed upon by all parties. If time limits established by this procedure are not adhered to, the aggrieved may, upon notification to his immediate superior and the Association Executive Committee, initiate action to the next level of appeal, upon expiration of the appropriate time period.

4. Staff members presenting an appeal or assisting in the presentation of an appeal are assured that no reprisals shall result

5. The aggrieved party and/or his representatives shall have the right to be present at all hearings conducted at any step of the grievance procedure.

6. The right of a staff member to attempt to resolve a grievance directly through normal administrative procedure is not to be abridged in any way.

#### ARTICLE XV COMPENSATION

A. The salaries of all unit members holding ten month employment contracts shall be fixed and determined in accordance with the salary guide set forth in Schedule A. 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. 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 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. Said personnel, effective as of September 1, 1966, shall likewise be granted a service increment based upon continuous employment in the Willingboro public school system. The aforesaid service increment shall be \$100.00 and shall become payable at the issuance of the fourth, seventh, tenth, thirteenth and sixteenth consecutive contracts.

D. Those personnel in the bargaining unit who serve as Department Chairmen shall receive an additional honorarium for said additional

service of \$500.00. In those departments which contain more than five persons, including the Chairman, the aforesaid honorarium shall be increased by \$25.00 for each additional member of said department.

E. 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 he has completed five (5) months of active service in the school district during the school term in which he was hired. No unit member holding a twelve month contract shall be entitled to advance to the next step of the salary guide unless he has completed six (6) months of active service in the district during the contract year in which he was hired. The Board agrees to fully disclose the above to all personnel prior to the execution of initial employment contracts.

#### 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 educational effort of the school district. The responsibilities incumbent upon these 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 has established the following co-curricular positions and agrees to pay the following honoraria to unit personnel appointed to said positions:

Athletic Director	\$1225
Equipment Manager (JFK)	\$ 375
Head Football (JFK)	\$1275
Asst. Football (JFK)	\$ 650
Freshman Football (2)	\$ 525
Asst. Freshman Football(2)	\$ 425
Head Cheerleader (JFK)	\$ 300
Asst. Cheerleader (JFK)	\$ 225
Head Basketball (JFK)	\$1025
Asst. Basketball (JFK)	\$ 575
Head Baseball (JFK)	\$ 825
Asst. Baseball (JFK)	\$ 425
Freshman Baseball (2)	\$ 425
Freshman Track (2)	\$ 425
Head Track (JFK)	\$ 750
Asst. Track (JFK) (2)	\$ 425
Head Tennis (JFK)	\$ 475
Ass Asst. Track (JFK) (2)	\$ 425
Head Tennis (JFK)	\$ 475
Girl's Hockey (JFK)	\$ 425
Twirlers (JFK)	\$ 225
Girls' Basketball (JFK)	\$ 425
Golf (JFK)	\$ 475
Wrestling (JFK)	\$ 925
Asst. Wrestling (JFK)	\$ 525
Freshman Wrestling (2)	\$ 375

Safety Patrol Elem. (10)	\$ 175
A. V. A. Jr. Hi (2)	\$ 325
Youth in Government (JFK)	\$ 225
F. T. A. (JFK)	\$ 225
Key Club (JFK)	\$ 175
Head Intramural Jr. Hi (2)	\$ 175
7th & 8th Grade Basketball (2)	\$ 175
Volleyball Jr. Hi (2)	\$ 175
Tennis Jr. Hi (2)	\$ 175
Girls' Hockey Jr. Hi (2)	\$ 175
Gymnastics Jr. Hi (2)	\$ 175
Softball Jr. Hi (2)	\$ 175
Concert Jazz Band (JFK)	\$ 300
Jr. Hi Concert Band (2)	\$ 275
Jr. Hi Training Band (2)	\$ 225
Elementary Dist. Band (2)	\$ 115
Elementary Dist. Orch.	\$ 225
Stage Band Jr. Hi (2)	\$ 175
Asst. Marching Band (JFK)	\$ 225
Sophomore Football (JFK)	\$ 575
Soccer (JFK)	\$ 675
Asst. Soccer (JFK)	\$ 375
Cross Country (JFK)	\$ 375
Freshman Basketball (2)	\$ 425
Asst. Girls' Hockey (JFK)	\$ 275
Asst. Girls' Basketball (JFK)	\$ 275

A. V. A. (JFK)	\$ 225
Chorus (JFK)	\$ 325
Forensics (JFK)	\$ 325
Concert Band (JFK)	\$ 375
Asst. Concert Band (JFK)	\$ 175
School Bank (JFK)	\$ 375
Senior Class Advisor (JFK)	\$ 425
Sophomore Class Advisor (JFK)	\$ 225
Junior Class Advisor (JFK)	\$ 225
Yearbook (JFK)	\$ 525
National Honor Society (JFK)	\$ 175
Student Council (JFK)	\$ 425
Asst. Student Council (JFK)	\$ 175
S. O. S. Jr. Hi (2)	\$ 225
National Honor Society Jr. Hi(2)	\$ 115
Drama (JFK)	\$ 375
Rocket (JFK)	\$ 275
Pierian Society (JFK)	\$ 60
Stage & ElectRICT. (JFK)	\$ 275
Marching Band (JFK)	\$ 425
Newspaper & Magazine Jr. Hi	\$ 225
Chorus Jr. Hi (2)	\$ 325
Graat Books (JFK)	\$ 225
Detention (4)	\$ 400
Girls Softball (JFK)	\$ 300
Cheerleader (2)	\$ 115

ARTICLE XVII  
HEALTH INSURANCE

A. The Board agrees to pay fifth percent (50%) of the cost of a health insurance program for the personnel in the unit which coverage shall include Blue Cross, Blue Shield with Rider J and major medical coverage.

B. The aforesaid insurance program shall extend to the employee and his immediate family and shall be effective from September 1, 1971, to August 31, 1972.

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 Reliance Insurance Companies.

ARTICLE XVIII  
EVALUATION

A. The Board and the Association recognizes that:

1. Evaluation can be useful as an aid for:

- a. Retention, guidance, and promotion of staff members.
- b. Staff members.
- c. Self-improvement.
- d. Administrator-staff rapport.

2. A functional evaluative program presupposes qualified evaluators.

3. Evaluation loses its effect when it becomes punitive.

4. The person being evaluated must be a partner in the evaluation with full knowledge of the procedure, the qualifications of the



evaluator, and the findings thereof:

a. Teachers shall be evaluated only by persons certified by the State of New Jersey to supervise instruction.

b. Teachers shall be given a copy of their ratings or any other written evaluation of their work prepared by their superiors and shall have the right to discuss such ratings or evaluation with their superiors and append their comments before it is submitted to the central administration or placed in their personnel files.

c. All such written evaluations must bear the signatures of both the evaluator and the teacher evaluated.

#### 5. Procedure

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

a. 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.

b. Such reports will be addressed to the teacher, with carbon copies being forwarded to the Superintendent of Schools and kept by the building principal.

c. Such reports will be written in narrative form and will include when pertinent:

(1) Strengths of the teacher as evidenced during the period since the previous report.

(2) Weaknesses of the teacher as evidenced during the period since the previous report.

(3) Specific suggestions as to measures which the teacher might take to improve his performance, particularly in each of the areas wherein weaknesses have been indicated.

d. Such supervisory reports are to be provided for non-tenure teachers three (3) times each year; the first not later than November 15th; the second not later than January 15th; and the third not later than March 15th.

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

e. 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 written offer of a contract for employment for the next succeeding year providing for at least the same term 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

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 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 as may be required by law or agreement between the Board and the Association.

#### ARTICLE XIX PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. In our rapidly changing society teachers must constantly

review curriculum content, teaching methods and materials, educational philosophy and goals, social changes and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for maintaining and updating of teacher performance and attitudes.

B. The Board agrees to implement the following at the beginning of the 1971-72 school year:

1. To pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or any other such sessions which a teacher is required by the administration to take.

#### ARTICLE XX MUTUALITY OF OBLIGATION

The Board and the Association will adhere in good faith to the provisions of this Agreement and to all provisions of existing law applicable to them respectively.

#### ARTICLE XXI DURATION

The provisions of this Agreement shall be effective as of the dates of its execution and shall remain in full force and effect until December 31, 1971, except that the parties recognize that the provisions of Articles V, VI, XII, XV, XVI and XVII, will, to the extent that they change existing practice or policy, become effective for twelve month employees on July 1, 1971, and for ten month employees on September 1, 1971.

#### ARTICLE XXII MODIFICATION AND NEGOTIATION OF SUCCESSOR AGREEMENTS

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

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 October 15, 1971.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of May 1971.

WILLINGBORO BOARD OF EDUCATION

ATTEST:

By: s/ Octavius T. Reid  
Octavius T. Reid, President

s/ Elmer F. Corda  
Elmer F. Corda, Secretary

WILLINGBORO EDUCATION ASSOCIATION

ATTEST:

By s/ Joseph Scaccia  
Joseph Scaccia, President

s/ Sue Palomaki  
Sue Palomaki, Secretary

SCHEDULE A

<u>STEP ON SCALE</u>	<u>NON DEGREE</u>	<u>B. A.</u>	<u>B. A. + 30</u>	<u>M. A.</u>	<u>M. A. + 30</u>	<u>DR.</u>
1	6300	7600	7900	8200	8800	9000
2	6600	8000	8300	8600	9200	9400
3	6900	8300	8600	8900	9500	9700
4	7200	8600	8900	9200	9800	10000
5	7500	8900	9200	9500	10100	10300
6	7800	9200	9500	9800	10400	10600
7	8100	9500	9800	10100	10700	10900
8	8400	9800	10100	10400	11000	11200
9	8700	10100	10400	10700	11300	11500
10	9000	10400	10700	11000	11600	11800
11	9300	10850	11150	11450	12050	12250
12	9600	11350	11600	11900	12500	12700
13		11900	12100	12350	12950	13150
14			12650	12850	13400	13600
15				13400	13900	14100
16					14450	14650
17						15200

## SCHEDULE B

Compensation for 12 month employees will be as provided below:

Reading Supervisor	1.40
H. S. Guidance Director	1.275
J. H. S. Guidance Director	1.255
Psychologist	1.275
Twelve Month Counselors, Social Workers and Learning Disability Specialists	1.175