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THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

between the

Lower Township Education Association

and the

Board of Education of Lower Township

The County of Cape May, New Jersey

1912-1913

PREAMBLE

This Agreement entered into this 24 day of May, 1972, by and between the Board of Education of Lower Township, New Jersey, hereinafter called the "Board" and the Lower Township Education Association, hereinafter called the "Association". This Agreement shall be in effect for the school year 1972 - 1973. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

W I T N E S S E T H

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of the Lower Township School District is their mutual aim, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

WHEREAS, A majority of the teachers in the position designated in the unit described below in the Lower Township School District have designated the Lower Township Education Association as their representative for the purpose of collective negotiations; and WHEREAS, Such teachers constitute an appropriate unit for collective negotiations; now, therefore, be it RESOLVED, By the Lower Township Board of Education, That pursuant to Chapter 303, Public Laws 1968, the Board of Education of Lower Township, the County of Cape May, New Jersey, recognizes the Lower Township Education Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment of the teachers included in the unit described below:

Teachers	Bus Drivers
Nurses	Custodians
Cafeteria Employees	School Building Secretaries

but excluding:

Principals	Cafeteria Manager
Board Secretary	Subject Supervisors
Superintendent Secretary	
Assistant Board Secretary	

ASSOCIATION

BOARD OF EDUCATION

Charles Farrell  
President

Diram S. Halburer  
President

(Mary) Evelyn McCoy  
Secretary

Nancy H. Bailey  
Secretary

## NEGOTIATION PROCEDURE

### A. Definitions

1. A proposal is a plan or suggestion put forward for negotiation.

### B. Purpose

1. The purpose of this procedure is a good faith effort to reach agreement on proposals.
2. Any agreement negotiated under this ARTICLE shall apply to all employees, or group or class of employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

### C. Procedure

1. Proposals concerning terms and conditions of employment will be filed by the President of the Association with the President of the Board, or the Board Secretary no later than October 1. Negotiation is then to take place at a time mutually convenient for both but not later than fifteen (15) calendar days from the date the proposals were filed with the President of the Board, or the Board Secretary.
2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

D. Miscellaneous

1. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
2. 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.
3. Any individual contract between the Board and an individual member, 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.
4. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all members now employed, or hereafter employed.

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## GRIEVANCE PROCEDURES

### A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this agreement as will be defined by PERC or by law.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action against whom action might be taken in order to resolve the claim.

### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees as will be defined by PERC or by law. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee 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

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.



2. 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 it is practicable.
3. Any grievance affecting an individual shall be deemed waived unless it is submitted within ten school days after the aggrieved party knew or should have known of the event or conditions on which it is based.

Grievances affecting a group of employees shall be deemed waived unless submitted within ten school days after the last particular incident which affects any member of the group.

4. Level One

- a. Any individual employee shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievance he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of his choosing to appear with him or for him at any step in his appeal.
- b. Any employee or group of employees who has a grievance or proposal, shall discuss it first with his principal (or immediate supervisor or department head, if applicable) in an attempt to resolve the matter informally at that level.
- c. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) calendar days, he shall set forth his complaint in writing to the principal. The principal shall communicate his decision to the employee in writing within three (3) calendar days of receipt of the written complaint.

5. Level Two

- a. The employee may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties and, upon request, with the employee or principal separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days. The superintendent shall

communicate his decision in writing, along with supporting reasons, to the employee, the principal and to the board of education.

- b. If the grievance is not settled to the satisfaction of the employee after reaching the superintendent of schools, the matter may be referred to the Professional Rights and Responsibilities Committee of the local association for consideration. The Committee shall make a determination as soon as possible, but within a period not to exceed ten (10) calendar days, notifying the employee in writing of that determination.
- c. If the Professional Rights and Responsibilities Committee determines the grievance has, or may have merit, it shall recommend that the grievance be heard by the board of education.
- d. If the Professional Rights and Responsibilities Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the principal, the superintendent of schools and the board of education.
- e. An employee whose grievance has been determined to be without merit by the Professional Rights and Responsibilities Committee shall retain the right to appeal in writing to the board of education.

6. Level Three

- a. If the grievance is not resolved to the employee's satisfaction, he may request a review by the board of education. The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the board of education. The board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within fifteen (15) calendar days.

7. Level Four

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) calendar days after the grievance was delivered to the board of education he may within five (5) calendar days after a decision by the board of education or fifteen (15) calendar days after the grievance was delivered to the board of education, whichever is sooner, request in writing that the Chairman of the PR&R Committee submit his grievance to arbitration. (If the PR&R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) calendar days after receipt of a request by the aggrieved person.)

- b. Within ten (10) calendar days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions and on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and 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 Employees 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 member 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 any member of the administration against any party in interest, any building representative, any member of the PR&R Committee, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of employees, the PR&R Committee may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR&R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee. Decisions rendered at Level four shall be in accordance with the procedures set forth in Section C. Paragraph 3 (c) of this article.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendents and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this ARTICLE.

## SALARIES AND METHOD OF PAYMENT

- A. The salaries of all employees who are members of the Association and covered by this Agreement are set forth in the schedules which follow.
- B. Both parties agree that all employees will be paid and placed on their proper step according to their proper salary guide for the duration of this contract.
- C. Both parties agree that any and all part-time employees, who are, or will be, employed under any, or all, of the classifications which herein have a negotiated salary schedule, except those part-time employees which have a specific negotiated salary schedule included herein, be paid by an appropriate percentage based upon the time worked according to their full-time salary on their proper schedule and step; such method to be known as pro-rata pay.
- D. All members employed shall be paid semi-monthly for the term of this contract and paydays shall be the 5th and 20th of each month except that when a payday falls on or during a school holiday, vacation, or weekend, members shall receive their pay checks on the last previous working day.
- E. Each teacher shall receive his final pay upon satisfactory completion of assigned responsibilities on the last regularly scheduled school day in June.
- F. All other ten (10) month and eleven (11) month members will receive their final pay checks on their last regularly scheduled workday of their contracted term.
- G. Each teacher may individually elect to have ten percent (10%) of his monthly salary deducted from each pay. These funds shall be paid to the teacher or his estate in two equal payments. The first to be paid July 15th, the second August 15th.
- H. Current practices in relation to special education teachers are recognized and shall continue for the life of this contract.

## TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 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. As a duly selected body exercising governmental power under the laws 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 1968 or 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 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 School 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 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 superintendent, Board, or any committee, member, representative or agent 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. The above mentioned procedures shall in no way be construed to apply to meetings or conferences affecting the daily operation of the school. Any suspension of a teacher pending charges shall be with pay.
- E. The teacher shall maintain the exclusive right and responsibility to determine grades of students within the grading policies of the Lower Township School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible.
- F. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

## TEACHER WORK YEAR

- A. The in-school work year for teachers shall not exceed by more than five days the number of days in which school is in session for the pupils.
  
- B. Teacher attendance shall not be required whenever pupil attendance is not required due to emergency situations.
  
- C. The school calendar shall be as determined by the Board of Education after advisory consultation with the Association. Changes in the school calendar for other than emergency reasons shall be made by the Board of Education only after advisory consultation with the Association.

ARTICLE IX

DUTY FREE LUNCH PERIOD

WORKING HOURS

- A. Teachers shall have a duty free lunch period at least as long as the eating period provided for their students.
- B. Teachers may leave the building during their scheduled duty free lunch period with prior approval of the building principal or office staff and with the provision that they return for duty within that period.
- C.
  - 1. Faculty or other professional meetings which are held after the regular pupil dismissal time shall begin as soon as practical and usually shall be limited to approximately sixty minutes.
  - 2. When in the judgment of the superintendent, meetings which will involve a substantial majority of all of the teachers of the district should be held and when the length of these meetings is anticipated to exceed one hour, pupils shall be dismissed early.
- D. Teachers shall not be required to submit standardized daily or weekly lesson plans. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed.



MAKE UP.

CLASS SIZE

The board and the association recognize that overcrowded classrooms are detrimental to the education process and that maintaining proper class size is a desirable condition. The board of education agrees to continue its past efforts in this area.

## SPECIALISTS AND SUBSTITUTES

- A. It is the intention of the board of education to provide sufficient certified and non-certified staff to implement a modern educational program. The board and the association therefore agree that the number of specialists presently employed shall not be reduced by action of the board during the term of this agreement.
  
- B. The board shall endeavor at all times to maintain an adequate list of substitute teachers who shall be provided with appropriate orientation and training by the administration to help them instruct the classes they cover. Only in cases of extreme emergency shall special subject teachers be used as substitutes.

## NON-TEACHING DUTIES

- A. The board and the association acknowledge that a teacher's primary responsibility is to teach and that his energy should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
1. Personnel other than teachers shall perform non-teaching duties and teachers shall not be required to perform the following duties:
    - a. Non-professional assignments including but not limited to supervision of cafeterias or playgrounds.
    - b. Inventory and storing books outside the classroom, delivering books to classrooms, duplicating instructional and other materials, keeping registers, starting cumulative record cards and other clerical and/or custodial functions.
    - c. The Board shall employ an adequate number of secretaries to assist teachers in the preparation of materials.

## ASSIGNMENTS AND PROMOTIONS

- A. All teachers shall be given written notice of their salary schedules, intended building, grade and room assignments for the forthcoming year not later than May 1. Changes of these shall be made only as a result of circumstances beyond the control of the board. The association shall be notified of all appointments at the time contracted.
- B. No later than March 15 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school to which he desires to be transferred, in order of preference. Such request for transfers and assignments for the following year shall be submitted not later than May 1.

As soon as practicable, and no later than May 15, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

- C. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than May 15.

When an involuntary transfer or reassignment is necessary, a teacher's area of competence, length of service in the Lower Township School District, length of service in the particular school building and other relevant factors, including, among other things, state and/or Federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

- D. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the Federal Government shall be adequately publicized by the Superintendent.

## TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher in a professional manner by persons certified by the State of New Jersey to supervise instruction.

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his 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 such material and his answer shall be reviewed by the superintendent or his designee and attached to the file copy.

- B. Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaints and shall have the right to be represented by the association at any subsequent meetings or conferences regarding such complaint.
- C. Prior to any written annual evaluation that could jeopardize future employment, the immediate supervisor of a non-tenure teacher shall have had appropriate communication, including but not limited to all steps below, with said teacher regarding his performance as a teacher.
- a. Evaluations shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations, and of discussions with the teacher and with any or all supervisory personnel.
  - b. Reports shall be addressed to the teacher.

- c. Reports shall be written and shall include:
  - 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 in each of the areas wherein weaknesses have been indicated.
  
- d. Supervisory reports are to be provided for non-tenure teachers at least three (3) times each year; the first not later than December 1; the second not later than February 15; the last not later than March 15. Exception due to unusual circumstances shall be mutually agreed upon before the stipulated dates.

## TEACHER FACILITIES

By the beginning of the 1972-73 school year, the Board will attempt to have the following facilities:

1. Space for each teacher to store his instructional materials and supplies.
2. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
3. A private pay telephone in each faculty lounge for the exclusive use of teachers with minimum cost to be borne by Board.
4. Filing cabinet for the exclusive use of each teacher.
5. Suitable, private closet space with lock and key for each teacher to store coats, overshoes and personal articles.
6. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
7. Keys to school building shall be made available to teachers, only on request, for use on weekends.

## ASSOCIATION-ADMINISTRATION LIAISON

- A. The Association's officers or appointed representatives shall meet with the superintendent periodically to review and discuss local school problems and practices. The meeting may be initiated by the Association or the Superintendent.



## SICK LEAVE

- A. Sick leave is hereby defined to mean the absence from duty of any employee because of personal disability due to illness or injury, or because he has been excluded from school by the school district medical authority because of a contagious disease or because of a quarantine of such disease in his immediate household or any medical examinations or consultation.
- B. As of July 1, 1972, all employees shall be entitled to the following sick leave:

10 month employees - 11 days  
11 month employees - 12 days  
12 month employees - 13 days

Sick leave shall commence as of the first working day of an individual's contract year except for first year employees whose leave shall commence only after having reported for work.

- C. Unused sick leave days shall accumulate to the employees credit from year to year with no maximum credit.
- D. Employees shall be given a written accounting of accumulated sick leave days no later than the date of the first pay at the beginning of the school year and again as of the date of final pay at the end of the school year.
- E. Sick leave above and beyond entitlement shall be with cost of substitute deducted regardless of whether or not a substitute is obtained.

## TEMPORARY LEAVES OF ABSENCE

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulative for use in another year.

1. Death in the immediate family. - An allowance of up to five days leave shall be granted. Immediate family shall be considered father, mother, spouse, child, brother, sister, in-laws of same relationship, or any member of the immediate household.
2. Serious illness in the immediate family. - An allowance of up to three days leave shall be granted. (Immediate family same as (1) above).
3. Death of other relative or close friend. - An allowance of one day's leave shall be granted.
4. Other emergencies of personal nature. - An allowance of up to 3 days leave with prior approval by the Superintendent of Schools for any of the following reasons:
  - (a) Recognition of a religious holiday where the individual's religion requires that they not work on that day.
  - (b) Court subpoena.
  - (c) Marriage of employee or marriage in the immediate family.
  - (d) Personal business which cannot be handled outside of school hours.
  - (e) Any other emergency or urgent reason not included in (a) to (d) above, if approved by the Superintendent of Schools (or Board of Education).
5. There shall be one personal leave day allowed per year upon prior request and for which no reason need be given.

For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Superintendent.

## EXTENDED LEAVES OF ABSENCE

- A. A teacher shall notify the superintendent of her pregnancy. Said teacher shall be available for leave without pay whenever deemed necessary by her physician. Said leave shall terminate twelve (12) months after the birth of the child. The teacher, if so elects, may return to her position when physically able to perform her duties.

Any female teacher 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. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Lower Township School District in the area of her certification or competence.

- B. Other leaves of absence without pay may be granted by the Board for good reason.

## SABBATICAL LEAVE

### A. Purpose

A sabbatical leave may be granted to a teacher by the Board for study provided said study is a direct benefit to the Lower Township School System, for travel, or for other reasons of direct value to the School System.

### B. Conditions

1. A sabbatical leave may be granted to a maximum of one teacher per year.
2. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and Superintendent no later than January 1 and action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.

#### 3. Minimum Time to Qualify

A teacher must have completed at least seven full school years of service in the Lower Township Elementary School District.

#### 4. Pay

A teacher on sabbatical leave shall receive 50% of his contract salary for a full year of leave and 100% of contract salary when on a one-half year leave.

#### 5. Return

An employee who is granted sabbatical leave agrees to return to employment in the Lower Township School District for a minimum of two years following completion of the sabbatical leave. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

Staff members on sabbatical leave are to be covered by all insurance protection permitted by law or policies in existence.

## PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social changes and other topics related to education. The Board recognizes that it shared with its professional staff, responsibility for the upgrading and updating of teacher performance and attitudes. The Association recognizes that the individual teacher must pursue a program of continued study and improvement in his field of interest and in the methods of dealing with instruction in this field. It is further recognized that the pattern of improvement may well vary from teacher to teacher in similar fashion to the progress of the students whom we teach. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests, and needs.
  
- B. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required by the Board of Education to take, exclusive of courses required for certification for position which he is employed.
  
- C. In order to encourage staff members to pursue academic improvement, the Board agrees to provide partial support for such teachers in the amount of \$25.00 per credit up to \$150 per year. This shall be paid to the staff member following completion of the courses providing that such courses shall have carried college credit, have been approved by the superintendent prior to enrollment, and that the employee shall have received a minimum grade of "C". The employee shall apply in writing for this reimbursement on a form provided by the Superintendent's office and shall support such application by suitable evidence of successful completion of the courses. Such reimbursement shall be made without regard to other sources of support that the employee may have had.

## MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A definition of the duties and responsibilities of all administrators, coordinators, and other personnel pertaining to student discipline shall be reduced to writing by the superintendent and presented to each teacher at the start of each school year.
  
- B. When, in the judgment of a teacher, a student is by his behavior disrupting the instructional program to the detriment of other students, the teacher shall immediately refer him to the principal. A teacher-principal conference shall result.

PURCHASE OF MATERIALS AND SUPPLIES BY TEACHERS

- A. Teachers purchasing materials and/or supplies with the advance approval of their principal shall be reimbursed upon submission of an appropriate receipt of purchase.

## SENIORITY

Seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this agreement. Appointed employees shall lose all accumulated School District seniority only if he resigns or is discharged for cause, irrespective of whether he is rehired by the School District.



## JANITORIAL TENURE

After five (5) years of uninterrupted continuous service, each janitorial employee shall be appointed for an unfixed term so as to provide the tenure protection available to such employees under the provisions of Chapter 137, Public Laws of 1960 (18A:17-3 and 18A:17-4).

## HOURS OF WORK - CUSTODIANS

- A. The salary and wages of all custodians covered by this agreement are set forth in Appendix A.
- B. The regular work week shall be forty (40) hours according to a schedule discussed by the Board and the Association.
- C. Holidays
  - a) There shall be eight (8) paid holidays per school year, six (6) regular and two (2) floating.
  - b) If any of the regular holidays shall fall on a Saturday, it shall be celebrated on a Friday; if it falls on a Sunday, it shall be celebrated on a Monday, except Easter Sunday.
  - c) There shall be no night work during the summer months when school is not in session.

## VACATIONS - CUSTODIANS

- A. Each salaried custodian shall be entitled to vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken.
- B. Vacation dates shall be selected by employees according to seniority and shall be between the last school day in June and the last day of August.
- C. All employees with one (1) years service shall receive two (2) weeks vacation.  
  
After seven (7) years service, employees shall receive three (3) weeks vacation.  
  
After eighteen (18) years service, employees shall receive four (4) weeks vacation.
- D. Any holiday falling within a man's vacation period will automatically extend his vacation by one day to compensate for the holiday.
- E. In the event that a man, while on vacation, shall become legitimately sick, he shall make application to the Board to use his sick leave instead of vacation time and the Board shall render a final determination on such application.

VACANCIES, TRANSFERS  
REASSIGNMENT AND NEW POSITIONS  
NON-CERTIFICATED EMPLOYEES

- A. Notice of all vacancies in non-certificated positions shall be posted in each school by the building principal within five (5) days of
- 1) Receipt of a letter of resignation.
  - 2) Official Board action vacating a position or creating a new position within the school system.
- B. When vacancies occur, employees desiring a change in employment, classification and/or work area assignment, shall make their request in writing to the Superintendent of Schools or his designee. These requests shall be granted wherever possible and as soon as possible with seniority being given consideration.
- C. Involuntary transfers between job classifications and/or work area assignment will be made only when conditions require it. The employee to be transferred shall be given every consideration possible as to available positions in the system. Seniority within the system shall be given consideration.
- D. The Superintendent of Schools or his designee shall discuss the transfer with the employee and/or his representative and shall make the final assignment in writing.

## SCHOOL BUILDING SECRETARIES

### A. Work Year

The work year for school building secretaries shall be eleven (11) months.

### B. Responsibilities

Every attempt shall be made to provide equitable work assignments in each building.

## PHYSICAL EXAMINATIONS

The Board agrees to pay for the required physical examination if performed by the School Medical Inspector, or reimburse employee for any such examination by any licensed physician up to amount charged by the School Medical Inspector.

DURATION OF AGREEMENT

This Agreement, entered into on the \_\_\_\_\_ day of \_\_\_\_\_, shall be effective as of July 1, 1972 and shall continue in effect until June 30, 1973. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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.

LOWER TOWNSHIP BOARD OF  
EDUCATION

LOWER TOWNSHIP EDUCATION  
ASSOCIATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

NON-SUPERVISORY CERTIFICATED PERSONNEL

SALARY SCHEDULE

1972-73

	N.D.	B.	B+30	M.	M+30	D.
1	7300	7900	8250	8600	8950	9300
2	7640	8240	8590	8940	9290	9640
3	7980	8580	8930	9280	9630	9980
4	8320	8920	9270	9620	9970	10,320
5	8690	9290	9640	9990	10,340	10,690
6	9060	9660	10,010	10,360	10,710	11,060
7	9430	10,030	10,380	10,730	11,080	11,430
8	9800	10,400	10,750	11,100	11,450	11,800
9	10,200	10,800	11,150	11,500	11,850	12,200
10	10,600	11,200	11,550	11,900	12,250	12,600
11	11,000	11,600	11,950	12,300	12,650	13,000
12	11,400	12,000	12,350	12,700	13,050	13,400
13	11,800	12,400	12,750	13,100	13,450	13,800
15	12,000	12,600	12,950	13,300	13,650	14,000
20	12,200	12,800	13,150	13,500	13,850	14,200
25	12,400	13,000	13,350	13,700	14,050	14,400
30	12,600	13,200	13,550	13,900	14,250	14,600
35	12,800	13,400	13,750	14,100	14,450	14,800
40	13,000	13,600	13,950	14,300	14,650	15,000
45	13,200	13,800	14,150	14,500	14,850	15,200

STEPS 13 THROUGH 45 TO APPLY ONLY AFTER 1 YEAR  
OF SERVICE ON STEP 12



CUSTODIANS

1972-73

YEAR	HOURLY EMPLOYMENT
1	1.95
2	2.00
3	2.05
4	2.10
5	2.15
6	2.20
7	2.25
8	2.30
9	2.35

CUSTODIANS

1972-73

YEAR	12 MONTH EMPLOYMENT
1	5300
2	5500
3	5700
4	5900
5	6100
6	6300
7	6500
8	6700
9	6900
10-14	7100
15-19	7300
20	7500

Head Custodian - \$800 additional

CAFETERIA MAINTENANCE

1972-73

YEAR	HOURLY EMPLOYMENT
1	2.25
2	2.35
3	2.45
4	2.55
5	2.65
6	2.75
7	2.85
8	2.95
9	3.05
10	3.15
11	3.25

CAFETERIA  
FOOD SERVICE WORKERS

YEAR	HOURLY EMPLOYMENT
1	2.00
2	2.10
3	2.15
4	2.20
5	2.25
6	2.30
7	2.35
8	2.40
9	2.45
10	2.50
11	2.55
12	2.60

CAFETERIA  
COOKS & BAKERS  
1972-73

YEAR

1	2550
2	2750
3	2950
4	3150
5	3350
6	3550
7	3750
8	3950
9	4150
10	4350
11	4550
12	4750

SCHOOL SECRETARIES - 11 MONTH

1972-73

YEAR

1	4100
2	4300
3	4500
4	4700
5	4900
6	5100
7	5300
8	5500
9	5700
10	5900
11	6100
12	6300