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ADMINISTRATIVE OFFICE
Harrison Township School
MULLICA HILL, NEW JERSEY 08063
478-2016

JOHN E. CAEMNER
ADMINISTRATIVE PRINCIPAL

THIS BOOK DOES
NOT CIRCULATE

OLGA PAULUS
BOARD SECRETARY

CONTRACT

HARRISON TOWNSHIP BOARD OF EDUCATION -
HARRISON TOWNSHIP EDUCATION ASSOCIATION

Item I - Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one day before any conference to discuss it, except when said time is waived by mutual consent of evaluator and teacher.

Item II - During the first three years of teaching, non-tenure teachers shall be notified of their contracts and salary status for the ensuing year not later than the last school day in March. Notification shall be in writing and may be delivered in person or by registered mail, postmarked not later than March 31.

Item III - Educational Improvement. To spend up to \$5.00 per teacher each school year to purchase books, equipment and/or other educational resource materials, for use by the professional staff for professional development and educational improvement. A committee from the Harrison Township School made up of the administrator and four members of the Harrison Township Teachers' Association, one from the primary grades, one from the intermediate grades, and one from special education, music or art, and one at large faculty member, shall select the books or materials to be bought.

Item IV - Refund Plan. Courses must be approved by the administrative principal in order to receive a refund and shall not exceed \$100.00 in any school year. Payment will be made in September of the following year. Refund will not be made to any employee working toward permanent certification, or those individuals holding an emergency or provisional certificate, unless said certification was obtained at the request of the administration to assume a position in the Harrison Township School.

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Item V - A. Personal Leaves. Teachers shall be entitled to the following noncumulative leaves of absence:

1. A maximum of three (3) consecutive days for each occurrence of death in the immediate family. If burial is delayed because of weekend, days shall be extended to include day of burial.
2. Two additional days shall be granted if the death is a relative in the immediate household; or a maximum of two days upon request, for the purpose of travel if the home or place of burial of the deceased is a considerable distance away.
3. A maximum of one (1) day in the event of each death of a relative other than the immediate family.
4. In the event of death of a close friend, a leave of absence of one (1) day may be granted upon the approval of the administrator.
5. A maximum of one (1) day for personal reasons for matters that cannot be handled outside of school hours.

B. A request for a one (1) day of absence due to an emergency or unusual circumstance of a personal nature may be granted separately. Any such request should be submitted to the administrator. If the request is granted, the loss of pay to the teacher shall not exceed that of the pay of the substitute.

This leave of absence, if not used, shall be considered cumulative to a maximum of three (3) days.

EMERGENCY WOULD INCLUDE: (1) Instances of serious or sudden illness of member of immediate family at such time that no other responsible person is available to care for that person; or (2) accident requiring immediate attention to a member of immediate family.

NOTE: The administrator may request a certificate or statement of fact from a doctor, policeman, or any similar authority.

UNUSUAL CIRCUMSTANCES WOULD INCLUDE: (1) Wedding or graduation of son or daughter, or self; (2) graduation of spouse or self (3) occasion where special honor comparable to a graduation, such as admission to the bar or a service award, is conferred upon son, daughter, spouse, or self.

NOTE: IMMEDIATE FAMILY refers to mother, father, spouse, child, sister or brother, or someone who lived as a member of your family in place of one of these members (as an aunt who may have raised you.)

Item VI - Grievance Procedure:

A. Definitions

1. A grievance is a claim based upon an event or condition which affects the interpretation, meaning or application of any of the provision of this agreement, board policy or administrative decision.

2. A aggrieved person is the person or persons making 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 interpretation, meaning of application of any of the provisions of this agreement, board policy or administrative decision. 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 teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

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 is practicable, but time limits will be shortened by mutual consent. When school is not in session, we define the school days to be Monday through Friday of every week.

3. A grievance not brought to at least level one within seven school days from date of alleged complaint shall be considered waived.

4. If either party fails to follow the time limits agreed upon, said grievance shall either be waived or moved to the next step, depending upon which party fails to follow the agreed upon procedure.

5. Some specific items not to be considered falling into the realm of the grievance procedure shall include but not be limited to:

- (a) Failure to retain a non-tenure teacher in board employ.
- (b) A problem or problems for which a specific remedy or remedies are provided by law.
- (c) A complaint upon which the Commissioner of Education, the State Board of Education, or the courts of the State of New Jersey have ruled or have power to rule.

6. All persons, including the grievant, will continue under the direction of the administration, regardless of the pendency of any grievance, until such grievance is properly determined.

7. Level ONE

In the event of any alleged grievance, the aggrieved person will discuss the alleged grievance with the chief school administrator. A representative of the association may be present but may not state views. The only record to be kept will be a record of the alleged grievance discussed, the date discussed, parties present, and if the aggrieved person and chief school administrator concur in the dispensation of the alleged complaint. Both aggrieved person and chief school administrator must sign certifying to the above.

Level TWO

If the aggrieved person is not satisfied with the dispensation of the alleged complaint at level one, then within five school days from date on record of level one discussion, a grievance must be presented in writing to the chief school administrator. The written grievance must state the nature of the grievance, the article of the agreement or board policy, or administrative decision allegedly violated to cause alleged complaint, date originally discussed with the chief school administrator, and the remedy requested. The grievance must be signed and dated by the aggrieved person and by the president of the association. The chief school administrator must sign and date alleged complaint upon receipt.

Chief school administrator's decision must be rendered in writing within ten school days from date of submission to the aggrieved person. Both parties must sign and date decision.

When the aggrieved person and chief school administrator meet at any time to discuss the alleged complaint during level two procedure, the association representative has a right to be present and state the association views.

Level THREE

The aggrieved person if unsatisfied with the decision has five (5) school days to carry an appeal to level three.

The aggrieved person shall file with the secretary of the Board of Education an appeal of the decision rendered at level two. Such appeal shall include, but need not be limited to copies of all records from level two, the date of appeal to level three, reasons for dis-satisfaction with the level two decision, remedy requested, and signature of the aggrieved person.

The Board of Education shall meet within fifteen (15) school days from the date grievance is received by the Board Secretary. The aggrieved and the President of the Association must be notified in writing at least five (5) days prior to scheduled Board Meeting. The aggrieved may or may not be present at the meeting, but in either event, has the right to be present and/or to be represented by the association. A representative of the association has the right to be present and to state association views.

Within fifteen (15) school days following the meeting, the Board of Education must render its decision in writing. Copies of the decision are to be presented to:

- (a) Aggrieved person
- (b) Association representative
- (c) Chief school administrator

All copies are to be signed and dated by the Board Secretary and Board President, as well as the individuals to whom copies are submitted.

The association and board concur that good faith must be displayed on all sides, and further feel disputes will not exceed level three due to good faith of all parties.

The association feels there is a need to renegotiate a fourth step of the grievance procedure, however, in the interim period agrees all incidents causing grievances shall have grievances filed under existing procedures.

D. Rights of Teachers to Representation

1. Any aggrieved person 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, or by a representative of his choosing. When a teacher is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Association, by a majority vote, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the superintendent directly, and the processing of such grievance shall be commenced at Level Two. The association may process such a grievance through all levels of the grievance procedure even though the aggrieved persons do not wish to do so.

2. 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. Said file shall be maintained by Chief School Administrator.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Chief School Administrator and the Association, and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. All meetings and hearings under this procedure shall not be conducted in public and shall include only aggrieved person and their designated or selected representatives, and other persons called necessary to present facts for clarification of alleged complaint.

Raymond S. Titus, President, Harrison Township Board of Education	Date	Eloda C. Keen, Pre- sident - Harrison Township Education Association	Date
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O. Paulus, Secretary	Date	Corinne Somers, Representative - Harrison Township Education Association	Date
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S. Moore, Representative Harrison Township Education Association	Date
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Date Ratified by Board of
Education

Date Ratified by Teacher's
Association