Borough

THE AUDUBON BOARD OF EDUCATION

AND

THE AUDUBON EDUCATION ASSOCIATION

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#### PREAMBLE

- A. This agreement entered into this 1st day of July, 1982 by and between the Board of Education of Audubon, New Jersey, hereinafter called the "Board", and the Audubon Education Association, hereinafter called the "Association," is intended to improve the cooperation between the Board and the professional staff (as represented by the Association) for the betterment of the educational program in the Audubon Public Schools.
- B. It is stipulated by both the Board and the Association that this agreement is entered into in good faith, and that both parties will work cooperatively to carry out the agreements, herein set forth, within the framework of the laws of the State of New Jersey.
- WHEREAS, The Board and the Association recognize and declare that providing a quality education for the children of the Audubon school system is their mutual aim and that the character of such education is dependent upon:
  - 1. Curriculum offerings
  - 2. Quality teaching
  - 3. Adequate plant, facilities, and equipment
  - 4. Morale of student body and professional Staff, and
- WHEREAS, The members of the teaching profession are particularly qualified to advise in the formulation of the policies and programs designed to improve the educational standards, and
- WHEREAS, The Board has an obligation, pursuant to Chapter 123, Public Laws 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and
- WHEREAS, The parties have reached certain understandings which they desire to confirm in this Agreement, be it
- RESOLVED, In consideration of the following mutual convenants, it is agreed as follows:

# ARTICLE I. RECOGNITION

- A. The Association recognizes the Board as the representative of the Government of the State of New Jersey charged with the responsibility under the law of operating public schools in the Borough of Audubon.
- B. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certificated professional personnel under contract employed by the Board, including:
  - 1. Classroom teachers
  - 2. Guidance personnel
  - 3. Special teachers (music, reading, etc.)
  - 4. Librarians
  - 5. Nurses
  - 6. Department Heads
  - To Sompensatory Education teachers
  - 8. Learning Disabilities specialists

but excluding all Administrators and all part-time not under contract and non-certificated personnel.

C. Unless otherwise indicated, the term "teacher", when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

# ARTICLE II. NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation for a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than September 15 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall be reduced to writing, signed by the Board and the Association, ratified by the Association and be adopted by the Board.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

# Level 3 - Grievance Meeting With Board of Education

- a. If a grievance is not resolved to the aggrieved persons satisfaction, he, not later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. 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.
- b. The Board, or a committee thereof, shall review the grievance and render a decision in writing within thirty (30) calendar days of the receipt of the grievance. All parties involved and their representatives shall be present unless waived.

#### Level 4 - Arbitration

- a. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved person and he wishes a review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) school days in receipt of the Board's decision. However, the Board's decision shall be final and binding on the grievance concerning:
  - any matter for which a specified method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education, or
  - 2. a complaint of a non-tenure teacher which arises by reason of his not being re-employed, or
  - a complaint by any teacher occasioned by the lack of appointment to any bonus position for which tenure either is not possible or not required, or
  - 4. any matter which, according to law, is either beyond the scope of the Board authority or limited to unilateral action by the Board alone.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If both 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.

#### ARTICLE IV. TEACHER RIGHTS AND RESPONSIBILITIES

- A. Pursuant to Chapter 123, Public Laws 1974, 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 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 123, Public Laws 1974, 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 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. The teacher shall maintain the right and responsibility to determine grades within the grading policy of the Audubon School District based on his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible.

Responsibility for grading shall be based on the professional judgment of the teacher for each marking period. Such marks can be for major test, homework, classwork, short quizzes and additional work of which the students are advised, and other such regulations which are outlined in the Audubon faculty manuals. The final responsibility for changes of grades shall rest with the building administrator in cases of dispute. In the event of such changes, the building administrator shall provide to all parties concerned, in writing, the reasons for such action.

- C. No teacher shall be prevented from wearing pins or other inconspicuous identification of membership in the Association or its affiliates.
- D. No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services 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.
- E. Whenever any teacher is required to appear before the Superintendent, the Board, or committee 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 en-

- I. The Association shall be provided without cost to it, adequate office space in a building at a location and of a description to be mutually agreed upon. The Association shall be allowed to install a telephone in such office at its own expense, and pay for its operation.

  J. The Board shall enter into no contract for in-
- J. The Board shall enter into no contract for instruction of students with groups or companies other than staff properly certificated by the State of New Jersey with the exception of Driver Education, and Special Education, and Community Soluce attom.
- K. The Board shall provide two class hours per week of released time to the Association President, said time shall be in addition to regularly scheduled preparation time and lunch period as provided in the Agreement.

### ARTICLE VI. TEACHER WORK YEAR

A. The Audubon Education Association will have the right to consult and advise the Superintendent in regard to the establishment of the school calendar each year in accordance with present practice which includes 182 student days and 184 teacher days, including the N. J. E. A. Convention. Two (2) of which shall be devoted to a server.

# ARTICLE VII. TEACHING HOURS AND TEACHING LOAD

- A. l. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster.
- 2. The arrival time for elementary teachers shall be 8:35 a.m. and departure time will be 3:10 p.m. The arrival time for high school teachers shall be ten (10) minutes before the student day and departure time shall be twenty (20) minutes after the student days.

This work day shall include a duty-free lunch period for the elementary teachers of fifty (50) minutes and a twenty-five (25) minute duty-free lunch period for high school teachers.

- 3. On Fridays, or on days preceding holidays or vacations, the teachers' day shall end at least five (5) minutes after the close of the pupils' day.
- 4. Any teacher who is required by the Superintendent to work beyond the regular teacher in-school work year as defined in Article VI shall be compensated at 1/200th of his current yearly contractual salary on a per diem basis.

5. Teachers may be required to attend no more than two (2) evening assignments or meetings each school year without additional compensation.

- D. 1. The Board and Association agree that the extra-curricular activities listed in Schedule III are educationally worthwhile.
- 2. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated according to the rate of pay and/or released time in Schedule III.
- 3. In cases where released time is stipulated for extra-curricular assignments, such time shall be scheduled as a block at the beginning or end of the in-school day and attendance of the teacher at school shall not be required during said time.

#### ARTICLE VIII. TEACHER STUDENT RATIO

It is recognized by the Board that pupilteacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interests of the district, as deemed administratively feasible.

#### ARTICLE IX. SPECIALISTS

The Board and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program.

The Board of Education will study special program needs and services and, at the final recommendation of the Superintendent of Schools, appoint whatever specialists the Board considers appropriate.

#### ARTICLE X. NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that the major portion of his energies should be utilized to this end.
- B. Book storage will be provided in each class-room. Transport to central storage will be eliminated.
- C. Only a simple inventory of "books in room" will be required.
- D. Central register and clerical services will be employed to reduce, whenever possible, register keeping, and cumulative recordkeeping.

3. Pay day schedule is normally the 15th and the 30th of each month of the contract year. Special exception is made for holidays and weekends. A published schedule will be provided by the Board Secretary's Office during the first work week (in September) of the school year.

Last work day purior to the chutter bent half to on the ARTICLE XIII. TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a "teacher" shall be conducted openly and with knowledge of the "teacher". The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited.
- B. A "teacher" shall be given a duplicate copy of any class visit or evaluation report prepared by his evaluators at least one (1) day 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, if requested by the Principal or the "teacher". No "teacher" shall be required to sign a blank or incomplete evaluation form.
- C. A "teacher" shall have the right, upon written request, to review the contents of his personnel file and to receive a copy at Board expense of any documents contained therein. A "teacher" shall be entitled to have a representative of the Association accompany him during such review. At least once every year, a "teacher" shall have a right to indicate those documents and/or other materials in his file which he believes will be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent's decision with respect to retention or nonretention of any document shall be final.
- D. 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.
- E. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the "teacher's" inspection.

- The Association's representatives (Superintendent's Advisory Committee) shall meet with the Superintendent on a regular basis during the school year to review and discuss current school problems and practices and the administration of this Agreement.
- All recommendations of the Liaison Committee for each school building and the Superintendent's Advisory Committee shall be advisory only and not binding upon the administration or the Board.

#### ARTICLE XVI. SICK LEAVE

- As of July 1, 1980, all teachers employed shall be entitled to twelve (12) sick leave days each school year as of the first official day of said year. Unused sick leave shall be accumulated from year to year with no maximum limit.
- Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.
- C. The need for presentation of a medical certificate after sick leave shall be at the discretion of the Superintendent of Schools.

ARTICLE XVII. TEMPORARY LEAVES OF ABSENCE employee 7.50 for each do facunulated, unused. Types of Leave:

As of the beginning of each school year, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

> PERSONAL - Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to state the reason for taking

such leave in accordance with the above language. In anductor that the 5 mentes to extend holiday.

2. RELIGIOUS - Up to two (2) days per school holiday. year for observation of religious holidays, or periode where said observance prevents the teacher wasfrom working on said days.

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

# B. Maternity Leave

The Board shall grant maternity leave without pay to any employee upon request subject to the following stipulations and limitations:

- 1. The Board may remove any pregnant teacher from her duties on any one of the following basis:
  - (a) Her work performance substantially declines from the period preceding pregnancy.
  - (b) Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:
    - (1) The pregnant teacher fails to produce a physician's certificate that she is medically able to continue working, or
    - (2) The Board's physician concludes she is unable to continue teaching.
  - (c) Any other just cause that is found to exist in N.J.S.A. Title 18A.
- 2. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. Title 18A:30-1 et seq.
- 3. Any tenured or non-tenured teacher seeking such leave shall apply to the Board thirty (30) school days prior to the beginning of leave. At the time of application, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require any employee to produce a certificate from a physician in support of the requested leave dates.

7. No teacher on Maternity Leave shall, on the basis of said leave, be denied the opportunity to substitute in the Audubon School District in the area of her certification or competence except when on disability leave. 1. Salary - a teacher who worked through the last C. school day prior to December 31st of the preceding school year shall, upon return from leave, be placed on the next level of the salary guide. Effective salary shall be at the new salary scale. 2. Benefits - all benefits to which a teacher was entitled at the time her leave of · absence commenced including unused accumulated sick leave, shall be restored to her upon her return. She shall be assigned to a position within her certification. ARTICLE XIX. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL . IMPROVEMENT In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. 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 in the educational process. Inservice Courses developed to meet local needs may be taken by teacher for salary scale credit (one, two or three credits) depending upon the scope and time factors of the Inservice Course. C. The Board of Education and the Audubon Education Association agree that professional courses and Inservice Courses are one method of measuring and increasing teacher efficiency and effectiveness. The Board agrees to pay up to \$100.00 per year, tuition refund, to any teacher taking courses approved by the Superintendent and designed to improve teaching in this school district. ARTICLE XX. PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY The Board of Education will enforce all statutory provisions of the law which relate to the "protection of teachers, students and property". - 17 -

B. Description to Teachers

The Board shall provide to each teacher a description of the health-care insurance coverage provided under this Article for each year of the duration of this Agreement, no later than September 30, 1982 and September 30, 1983. Such description shall include a clear description of

- C. The Board shall pay the Association a lump sum of four thousand (\$4,000.00) dollars in each of the school years 1982 and 1982 which the Association shall use to administer an insurance program. The Association shall advise the Board as to the nature of the insurance program prior to said payment.
- D. Effective the 1980-81 school year the Board shall per provide a sum calculated at \$200.00 per teacher in order to provide dental care coverage. The same coverage sum on the same terms shall be provided for the school year 1981-82.

conditions and limits of coverage as listed above.

# ARTICLE XXIII. FAIR DISMISSAL PROCEDURE

A. On or before April 30 of each year, the Board shall give to each nontenure teacher continuously employed since the preceding September 30 either:

- 1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- 2. A written notice that such employment shall not be offered.
- B. Any nontenure teacher who receives a notice of non-employment may within five (5) school days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the teacher in writing within five (5) school days after receipt of such request.
- C. Any nontenure teacher who has received such notice of non-employment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for hearing is received in the office of the Secretary of the Board within five (5) school days after receipt by the teacher of the statement of reasons.

To maintain efficiency of the school district operations entrusted to them To determine the methods, means and per-5. sonnel by which such operations are to be conducted, and To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. ARTICLE XXVII. SUMMER SCHOOL If the Board funds a Summer School Program, the following shall apply: A notice of all summer openings shall be posted within fifteen (15) days of any Board action approving a summer program. 2. A teacher shall have ten (10) calendar days from the date of posting to file an application to the Superintendent of Schools. 3. The Board shall determine qualifications for said positions and shall be solely responsible for filling said positions. Every effort will be made by the Board to fill such positions with qualified teachers from the Audubon School District. Lack of appointment to any such position shall not be the basis for a grievance. 6. The compensation for such positions shall be eight dollars (\$8.00) per hour. ARTICLE XXVIII. MISCELLANEOUS\_PROVISIONS A. Nondiscrimination The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that

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status.

there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers, or in the application or administration of this Agreement on the basis of race, breed, color, religion, national origin, sex, domicile or marital

### ARTICLE XXIX. DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1982 and shall continue in effect until June 30, 1982 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in wirting.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective President, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and the year first above written.

AUDUBON EDUCATION ASSOCIATION	AUDUBON BOARD OF EDUCATION
ByPresident	By President
BySecretary	By Keipsella Smiles J. Secretary

5.00 Selany Schedule Efficient A

AUDUBGN FUBLIC SCHOOLS

INSTRUCTIONAL STAFF SALARY SCHEDULE

1980-81

Years	B.A.	BA+30	M.A.	MA+30
1	\$11,500	\$11,800	\$12,100	\$12,700
2	11,850	12,150	12,450	13,050
3	12,250	12,550	12,850	13,450
4	12,650	12,950	13,250	13,850
5	13,100	13,400	13,700	14,300
6	13,575	13,875	14,175	14,775
7	14,050	14,350	14,650	15,250
8	14,525	14,825	15 <b>,</b> 125	15,725
9	15,000	15,300	15,600	16,200
10	15,500	15,800	16,100	16,700
11	16,000	16,300	1.6,600	17,200
12	16,550	16,850	17,150	17,750
13	17,250	17,550	17,850	18,450
14	17,950	18,250	18,550	19,150
15	18,750	19,050	19,350	19,950
16	19,700	20,000	20,300	20,900
17	20,700	21,000	21,300	21,900

Longevity Increment -

20 years \$400

# 1930-91 EXTRA-CHRPICULAR COMPENSATION GUIDE

ATHLETIC SALARIES		Steps				
Position	1	<u>2</u>	<u>3</u>	4	5	<u>6</u>
Paculty Manager Athletic Director	\$ 714 1,117	\$ 768 1,172	\$ 823 1,226	\$ 977 1,230	\$ 932 1,335	\$ 934 1,330
BOYS' CPORTS Football, Head   Assistants (5) Basketball, Head   Assistants (2)   Junior High Baseball, Head   Assistants (2) Cross Country   Assistant Track, Head   Assistants (2) Wrestling, Head   Assistant   Junior High Golf, Head   Assistant Tennis, Head   Assistant Soccer, Head   Assistant	1,090 589 589 589 1,589 1,589 1,589 245 245 245 899	861 4635 1,145 9543 1,64	932 1,936 915 517 1,199 1,697 1,697 1,697 1,697 1,697 1,697 1,008	986 1,635 970 572 1,308 752 1,062 1,439 752 610 1,062 1,062	1,095 1,744 1,024 626 1,417 806 1,117 806 1,543 806 1,117 1,117	1,172 861 1,525 861 1,657 861 774 1,172
GIRLS' SPORTS Hockey, Head Assistant (2) Junior High Basketball, Head Assistant Junior High Softball, Head Assistant Tennis, Head Assistant Track, Head Assistant Cheerleading, Head Assistant	534 218 1,172 561 245	273 1,226 616 300 953	643 327 1,280 670 354	1,335 724 1,062	1,390 779 1,117 1,117	1,172 306 1,444 834 1,172 1,172