

A G R E E M E N T

Between The

LOWER TOWNSHIP BOARD OF EDUCATION

and

LOWER TOWNSHIP ELEMENTARY  
TEACHERS ASSOCIATION

The County of Cape May, New Jersey

1975-1976

1976-1977

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P R E A M B L E

This Agreement entered into this 13th day of June, 1975, by and between the Board of Education of Lower Township, New Jersey, hereinafter called the "Board" and the Lower Township Elementary Teachers Association, hereinafter called the "Association". This Agreement shall be in effect for the school year 1975-1976 and 1976-1977 except that negotiation on salaries only can be reopened by either party for the school year 1976-1977. 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:

A R T I C L E I

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 Elementary Teachers 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 Elementary Teachers 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  
Cafeteria Employees  
Clerks  
Bus Drivers - including  
Forman Bus Driver

Nurses  
Instructional Aides  
School Building Secretaries  
Custodians - including  
Head Custodian

but excluding:

Principals  
Administrative Assistants  
Superintendent Secretary  
Board Secretary

Assistant Board Secretary  
Cafeteria Manager  
Subject Supervisors

A R T I C L E   I I  
DURATION OF AGREEMENT

This Agreement, entered into on the 13th day of June, 1975, shall be effective as of July 1, 1975 and shall continue in effect until June 30, 1977 with salary reopener only for 1976-77. 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 written above.

## A R T I C L E   I I I

### 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 the regular October Board of Education meeting. 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.



A R T I C L E   I V  
G R I E V A N C E   P R O C E D U R E S

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 or 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 (10) 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 (10) 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 within five (5) calendar days of decision by Principal 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 that 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 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 within ten (10)

calendar days of decision by Superintendent. 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 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 3c 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 Superintendent 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.
6. Any party of interest officially involved in a grievance proceeding shall have access to any and all pertinent information he deems necessary for preparing the presentation of his case.
7. When required by Arbitrator, released time shall be granted to any party of interest officially involved in the grievance proceedings when said proceedings reach level four.



A R T I C L E    V

SALARIES AND METHOD OF PAYMENT

- A.
1. Salary schedules for all categories of employment covered by this Agreement are set forth in schedules in Appendix A.
  2. Persons employed prior to February 1 of any school year shall receive credit for one (1) year of experience if reemployed the following year.
- 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 except that the Board of Education may withhold, for inefficiency or other good cause, the salary increment of an employee as provided in N.J.S. 18A:29-14 and in accordance with the following procedures:
1. Applicable procedures as outlined in Article XIII (Teacher evaluation) shall have been followed.
  2. The Superintendent only shall forward any recommendation to withhold an employee's increment to the Board of Education. No recommendation shall be made to the Board of Education to withhold an increment for inefficiency unless at least ninety (90) calendar days prior thereto the Principal or other Supervisor has given to the employee against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof with such particulars as to furnish the employee an opportunity to correct and overcome the same.
  3. Once a recommendation is forwarded to the employee and the Board, the employee may within ten (10) school days file a grievance commencing at the Superintendent level and concluding at the Board level. No action

shall be taken by the Board until completion of Level 3 of the grievance procedure.

4. Should the employee be dissatisfied with the resolution of the case under Article V, B3 above, the case will be submitted to the Commissioner of Education to determine jurisdiction, i.e. whether the dispute shall be settled by the Commissioner or by binding arbitration.
- 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. Board agrees that first pay in September shall be distributed as soon after September 15 as possible.
  - 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 15, the second August 15, or in one lump sum on the last working day in June. Teachers

will notify the secretary in charge of payroll by May 15 of which method of payment they prefer.

- H. Current practices in relation to special education teachers are recognized and shall continue for the life of this contract.
- I. The Board agrees to provide the complete New Jersey State Health Benefits Program for all employees and their dependents. Dependent coverage shall be optional with the member to the extent that the employee is eligible.
- J. It is agreed that the Board of Education will pay the cost of the Basic Coverage for all employees, to the extent that they are eligible, for insurance under the New Jersey Dental Service Plan, Proposal #1 as attached. It is agreed by the Association and the Board that dental insurance coverage provided in this Agreement shall not be expanded in any way prior to school year 1977-78.

## A R T I C L E   V I

### 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, 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 set forth herein, except that nothing in this clause shall be construed as impeding the Board's right to withhold an increment subject to the provisions of Section V, B above. All aspects of cases involving the withholding of increment shall be treated under Section V, B rather than VI, C.

- 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 of employment or the salary of 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.

A R T I C L E   V I I

TEACHER WORK YEAR

- A. The in-school work year for teachers shall not exceed by more than five (5) 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.
- D. In the event that a teacher is required to attend school after the last pupil day in June for reasons other than completing assigned responsibilities as designated in the end of the year check list, the Board shall give cause and its decision shall be grievable commencing at Level 3.

A R T I C L E    V I I I

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 notification before leaving of the building Principal or Administrative Assistant or in the absence of these, notification of office staff, with the provision that they return for duty within that period.
- C.    1. Faculty or professional meetings which are held after or before each session and involving all certificated personnel from one session shall begin as soon as practical and shall be limited to twenty-five (25) per year and not to exceed three (3) per month and shall not exceed approximately sixty (60) minutes.  
      2. In the event that an individual or small group conference must be held for personnel from both sessions, these conferences shall be scheduled immediately after the close of the first session, shall not exceed approximately sixty (60) minutes and shall be limited to twenty-five (25) per year per individual teacher and not to exceed three (3) per month.
- 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.
- E. The school work day and instructional day for teachers while the district is on split sessions shall be as follows:  
A.M. classroom teachers shall arrive prior to the first bus. They shall be available for professional activities from twelve-thirty (12:30) until one-ten (1:10) on a regular basis. The length of the regularly scheduled teachers' meeting shall not exceed the time limitations as set forth in the provisions of the current contract.

P.M. classroom teachers shall arrive by eleven-fifty (11:50) on a regular basis and shall leave after the buses leave. They shall be available for professional activities from eleven-fifty (11:50) a.m. until twelve-thirty (12:30).

- F. In no case shall the faculty work day exceed five (5) hours forty-one (41) minutes exclusive of teachers' meetings. On these days in which faculty meetings are scheduled, all professional activities shall be suspended. The total instructional time for other than regular classroom teachers shall not exceed five (5) hours ten (10) minutes.
- G. When district is no longer on split sessions, all parts of Article VIII of 1974-75 Agreement shall be reinstated.



A R T I C L E   I X

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.

A R T I C L E   X

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.

A R T I C L E   X I

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.

A R T I C L E   X I I  
A S S I G N M E N T S   A N D   P R O M O T I O N S

- 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 April 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, or assignment under split sessions or assignment to morning or afternoon sessions, 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.

A R T I C L E   X I I I

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 or compensation, 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.
1. 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.
  2. Reports shall be addressed to the teacher.
  3. Reports shall be written and shall include:
    - a. Strengths of the teacher as evidenced during the period since the previous report.
    - b. Weaknesses of the teacher as evidenced during the period since the previous report.
    - c. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
  4. 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.
  5. A teacher shall have the right, upon request, to review the contents of his personnel file "exclusive of employment references received prior to appointment in this district" and to receive copies 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 school year, and prior to April 30 of each school year

a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to 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. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at Level Two.



A R T I C L E   X I V

TEACHER FACILITIES

- A. By the beginning of the 1975-76 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 at least one faculty lounge in each building for the exclusive use of teachers with minimum cost to be borne by the 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.
  8. An air conditioner shall be placed in each teacher's lounge and eating room.

A R T I C L E   X V

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.
- B. Written arrangements for such meetings shall be made at least two days in advance and for a time that is mutually convenient. The agenda of such a meeting shall have been mutually agreed upon.

A R T I C L E   X V I

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, 1974, all employees shall be entitled to the following sick leave:
- 10 month employees - 13 days sick leave - max. accum. 11 days
  - 11 month employees - 14 days sick leave - max. accum. 12 days
  - 12 month employees - 15 days sick leave - max. accum. 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 to the extent of the maximum in Section B for type of employment.
- 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.

A R T I C L E   X V I I  
T E M P O R A R Y   L E A V E S   O F   A B S E N C E

- A. 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 (5) 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 (3) days leave shall be granted. (Immediate family same as 1 above.)
  3. Death of other relative or close friend. - An allowance of one (1) day's leave shall be granted.
  4. Other emergencies of personal nature. - An allowance of up to three (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 provided, however, that in each category of employees as designated in the recognition clause, the total number of employees who shall be entitled to take a personal day at the same time shall not exceed ten (10) percent of that category but in no case shall be less than one person.

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.

A R T I C L E   X V I I I  
E X T E N D E D   L E A V E S   O F   A B S E N C E

A. An employee shall notify the Superintendent of her pregnancy. Said employee 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 employee, if so elects, may return to her position when physically able to perform her duties.

Any female employee 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 employee 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. Each request shall be considered on its own merits and any prior granting of requests shall not be considered as a precedent for the granting of similar requests.

## A R T I C L E   X I X

### 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. A teacher must have completed at least seven (7) full school years of service in the Lower Township Elementary School District.
4. Pay:
  - a. 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  $\frac{1}{2}$  year leave.
5. Return:
  - a. 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.

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



## A R T I C L E   X X

### 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 shares 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 for 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 \$40.00 per credit up to \$360.00 maximum per school year. Date of completion of course will determine year in which taken. 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.

- D. Employees may, with prior approval of the Superintendent, be partially reimbursed up to \$20.00 per course per semester for courses taken for the maintenance of skills necessary to their jobs, or for courses that will improve their value to the school system, provided that these courses do not carry college credit.

A R T I C L E   X X I

PROTECTION OF TEACHERS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.
- B. Whenever any action is brought by other than the Board of Education against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him in a reasonable amount under the circumstances for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.
- C. The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment.
- D. The Board shall protect employees through appropriate insurance against loss for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his employment.

A R T I C L E   X X I I

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 or Administrative Assistant. A teacher-principal conference shall result.

A R T I C L E   X X I I I

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.

A R T I C L E   X X I V

SENIORITY

- A. 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.

A R T I C L E   X X V

JANITORIAL TENURE

- A. 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).

A R T I C L E   X X V I

HOURS OF WORK - CUSTODIANS

- A. The regular work week shall be forty (40) hours as follows:
1. One week of eight (8) hours per day, five (5) days per week (Monday through Friday).
  2. One week of seven (7) hours per day Monday through Friday, five (5) hours on Saturday.
  3. When a holiday occurs on Monday, a custodian scheduled to work on the Saturday preceding the holiday shall work eight (8) hours per day on the preceding Monday through Friday and shall not be required to work on the Saturday preceding the Monday holiday.

B. Holidays

1. 1975-76 and 1976-77 School Years, Schedule of Custodians Holidays:

July Fourth  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
New Year's Day  
Presidents' Day  
Easter Monday  
Memorial Day

Custodians shall work eight (8) hours per day on Monday, Tuesday and Wednesday preceding Thanksgiving and shall not be required to work on the Saturday following Thanksgiving.

2. 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.
3. There shall be no night work during the summer months when school is not in session.



A R T I C L E   X X V I I

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 for 1975 shall be selected by employees according to seniority and shall be between the last school day in June and completed by August 18. For the 1976 vacation dates, all vacations must be completed by August 16.
- C. All employees with one (1) year 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 custodian, while on vacation, shall become legitimately sick or shall be hospitalized, he shall secure a written verification of this fact from his physician. This verification shall state the inclusive dates of illness or hospital confinement. Working days within these dates shall be counted as sick leave and an equivalent number of days may be used as vacation days within sixty (60) days of the ending date of the custodians regular vacation.

A R T I C L E   X X V I I I

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 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.

A R T I C L E   X X I X  
SCHOOL BUILDING SECRETARIES

A. Work Year

1. The work year for school building secretaries shall be eleven (11) months.
2. All vacations shall be completed before August 18 for 1975 and before August 16 for 1976.

B. Responsibilities

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

A R T I C L E   X X X

PHYSICAL EXAMINATIONS

- A. The Board of Education agrees to pay for the required physical examination if performed by the school medical inspectors. The extent of the medical examination shall be determined by the Board and shall include an electrocardiogram. The employee shall have the option of going to a physician of his choice for the physical examination but must go to the school medical inspectors for his EKG and related tests.

The employee shall pay for the examination by his own physician and the Board will pay for the EKG and related tests by the school medical inspectors. The employee shall submit a copy of his physical examination to the school medical inspector before the EKG and related tests are performed.

A R T I C L E   X X X I

TRAVEL REIMBURSEMENT

- A. Employees who may be required to use their automobiles in the performance of their duties shall be reimbursed for all such travel at the rate of twelve (12) cents per mile.

Appendix A

#1

NON-SUPERVISORY CERTIFICATED PERSONNEL

1975-76

Present salary increased by 8% plus any increment due under 1974-75 salary schedule. Salaries thus generated shall determine placement of new employees.

	N.D.	B.	B+30	M.	M+30	D.
1	8,748	9,396	9,774	10,152	10,530	11,070
2	9,148	9,796	10,174	10,552	10,930	11,470
3	9,580	10,228	10,606	10,984	11,362	11,902
4	10,012	10,660	11,038	11,416	11,794	12,334
5	10,469	11,117	11,495	11,873	12,251	12,791
6	10,928	11,576	11,954	12,332	12,710	13,250
7	11,387	12,035	12,413	12,791	13,169	13,709
8	11,846	12,494	12,872	13,250	13,628	14,168
9	12,330	12,978	13,356	13,734	14,112	14,652
10	12,816	13,464	13,842	14,220	14,598	15,138
11	13,302	13,950	14,328	14,706	15,084	15,624
12	13,788	14,436	14,814	15,192	15,570	16,110
13	14,574	15,222	15,600	15,978	16,356	16,896
14-15	14,634	15,282	15,660	16,038	16,416	16,956
16	14,884	15,532	15,910	16,288	16,666	17,206
17-18-19	14,904	15,552	15,930	16,308	16,686	17,226
20	15,154	15,802	16,180	16,558	16,936	17,476
21-22-23	15,174	15,822	16,200	16,578	16,956	17,496
24	15,424	16,072	16,450	16,828	17,206	17,746
25-26-27	15,444	16,092	16,470	16,848	17,226	17,766
28	15,694	16,342	16,720	17,098	17,476	18,016
29-30-31	15,714	16,362	16,740	17,118	17,496	18,036
32	15,964	16,612	16,990	17,368	17,746	18,286
33-34-35	15,984	16,632	17,010	17,388	17,766	18,306
36	16,234	16,882	17,260	17,638	18,016	18,556
37-38-39	16,254	16,902	17,280	17,658	18,036	18,576
40	16,504	17,152	17,530	17,908	18,286	18,826

Steps 13 through 40 apply only after 1 year of service on step 12.

Appendix A

#2

CUSTODIANS

1975-76

Present salary increased by 8% plus any increment due under 1974-75 Agreement. Those at top of scale get 8% of final step added to final step as new maximum. Beginning salary for new employees shall be 8% of present step one added to present step one.

	<u>Hourly</u>	<u>12 Month</u>
1	2.32	6,534
2	2.44	6,744
3	2.57	6,971
4	2.70	7,198
5	2.83	7,424
6	2.96	7,651
7	3.09	7,878
8	3.21	8,105
9	3.35	8,332
10		8,558
11		8,785
12-15		8,802
16		9,012
17-20		9,029
21		9,239
22-25		9,256

Head Custodian - \$900.00 Additional

Appendix A

#3

TRANSPORTATION WORKERS

1975-76

Schedule while on split sessions.

	<u>Base Run</u>	<u>Kindergarten</u>
1	4,084	2,042
2	4,253	2,127
3	4,435	2,218
4	4,618	2,309
5	4,799	2,400
6	4,981	2,491
7	5,163	2,582
8	5,346	2,673
9	5,528	2,764
10	5,710	2,855
11	5,906	2,953

Foreman - \$950.00

Field Trips - \$10.00



Appendix A

#4

INSTRUCTIONAL AIDES

1975-76

Present salary increased by 8% plus any increment due under 1974-75 Agreement. Those at top of scale get 8% of final step added to final step as new maximum. Beginning salary for new employees shall be 8% of present step one added to present step one.

1	28.62
2	31.27
3	34.13
4	36.99
5	40.07

Appendix A

#5

CAFETERIA EMPLOYEES

1975-76

Present salary increased by 8% plus any increment due under 1974-75 Agreement. Those at top of scale get 8% of final step added to final step as new maximum. Beginning salary for new employees shall be 8% of present step one added to present step one.

	<u>Maint.</u>	<u>Food Serv.</u>	<u>Cooks &amp; Bakers</u>
1	2.86	2.32	3,105
2	2.98	2.44	3,320
3	3.11	2.57	3,552
4	3.24	2.70	3,784
5	3.37	2.83	4,017
6	3.50	2.96	4,249
7	3.63	3.09	4,481
8	3.75	3.21	4,713
9	3.88	3.34	4,945
10	4.01	3.47	5,178
11	4.15	3.61	5,410
12	--	--	5,659

Appendix A  
#6  
SCHOOL BUILDING SECRETARIES  
1975-76

Present salary increased by 8% plus any increment due under 1974-75 Agreement. Those at top of scale get 8% of final step added to final step as new maximum. Beginning salary for new employees shall be 8% of present step one added to present step one.

1	4,941
2	5,181
3	5,440
4	5,699
5	5,959
6	6,218
7	6,477
8	6,736
9	6,995
10	7,255
11	7,514
12	7,773
13-15	8,032
16-20	8,311

Appendix A

#7

CLERKS

1975-76

Medical Clerk - 91% of secretaries salary for same step.

Library Clerk - 2/3 of medical clerk for same step.

	<u>Med. Clerk</u>	<u>Library Clerk</u> <u>4 Hours Daily</u>
1	4,496	2,995
2	4,715	3,140
3	4,950	3,297
4	5,186	3,454
5	5,423	3,612
6	5,658	3,768
7	5,894	3,925
8	6,130	4,082
9	6,365	4,239
10	6,602	4,397
11	6,838	4,554
12	7,073	4,711
13-15	7,309	4,868
16-20	7,563	5,037