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Lawrence Township Board of Education

PREAMBLE

Cedarville Teachers' Association

This Agreement entered into this fifth day of March, 1985, between the Cedarville Teachers' Association, hereinafter called the "Association," and the Lawrence Township Board of Education, hereinafter called the "Board," wherein it is mutually agreed as follows:

W I T N E S S E T H:

WHEREAS, there is presently in effect an Agreement between the Board and the Association originally entered into the school years 1985-86, and 1986-87, it is hereby agreed that the original Agreement is hereby incorporated in this Agreement by reference thereto as though the same had been fully set forth herein, except as modified, the language of the existing Agreement shall remain in full force and effect.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation for all CERTIFIED TEACHING PERSONNEL UNDER CONTRACT, including the Child Study Team, but excluding administrative personnel and all other employees.

B. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Modification

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.

B. Negotiations shall begin according to the schedule provided by PERC, but no later than November 4th of the negotiating year.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A "Grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decision affecting a teacher or a group of teachers.

x July 1, 1985 - June 30, 1987

B. Procedure

1. A grievance must be filed within thirty (30) school days of its occurrence. Failure to act in said thirty (30) days shall be deemed to constitute an abandonment of the grievance.

2. In the presentation of a grievance, the aggrieved person or the Association shall have the right to present his own appeal or designate a representative or representatives from the Association to appear with him at any step of the appeal. Such representatives shall be limited to a maximum of three (3) exclusive of the grievant and/or witnesses.

3. When a teacher is not represented by the Association, the Association shall have the right to have up to three (3) representatives be present and to state its views at all stages of the grievance procedure.

4. Level I - Principal (Informal)

A teacher with a grievance shall first discuss it with the principal with the objective of resolving the matter informally.

5. Level II - Administrative Principal (Formal)

If the matter is not resolved to the aggrieved person's satisfaction through this informal discussion, or if no decision has been rendered within five (5) school days after presentation of the grievance, the grievant will then submit his or her grievance in writing to the Administrative Principal within five (5) school days after the decision at Level I or ten (10) school days after the grievance was presented, whichever is sooner. The Administrative Principal shall communicate his decision to the grievant in writing within five (5) days after receipt of the written grievance.

6. Level III - Board of Education

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II (Formal), or if no decision has been received within ten (10) days after the grievance was delivered to the Administrative Principal, he may within five (5) school days after a decision by the Administrative Principal or fifteen (15) school days after the grievance was delivered to the Administrative Principal, whichever is sooner, request in writing that the Board of Education hear the complaint.

The Grievant shall specify:

- b. 1) The nature of the grievance
- 2) Results of the previous discussions
- 3) The basis of his/her dissatisfaction with the determination
- 4) The remedy or remedies requested

c. A copy shall be furnished to the Administrative Principal and the Association representative.

d. Within fifteen (15) school days from the receipt of the written grievance, the Board shall hold a closed, informal hearing at which all parties concerned shall have a right to be heard.

e. Within ten (10) school days from said hearing the Board shall, in writing, advise the aggrieved person and the Association of their determination. A copy of said determination shall be forwarded to the Administrative Principal.

f. During the pendency of a grievance the employee shall continue to work and carry out directives or assignments of the Board or the Board's Administrative Staff. If said directives or assignments lead to further disagreements the employee shall seek remedy through the contractual grievance procedure.

7. Level IV - Arbitration

a. If the aggrieved person is not satisfied with the disposition of his grievance, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

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 for said arbitrator to serve. If the parties are unable to agree upon an arbitrator or 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.

c. Limits of Arbitration

1. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from this Agreement between the parties. His recommendations shall be binding on both parties.

d. Cost of Arbitration

1. The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

e. Meetings and Hearings

1. 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.

f. The concept of work, then grieve, shall apply in the district.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, except during regular school hours, subject to approval of the Administrative Principal. Except in the case of an emergency, the Association will make a proper written request for such use at least two weeks in advance. Said request shall not be turned down without a valid reason.

B. Use of School Equipment

The Association shall have the right to use certain school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use, with the approval of the Principal. The Association shall pay for the cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

C. Mail Facilities and Mail Boxes

The Association shall have the right to use the interschool mail facilities and school mail boxes.

ARTICLE V

TEACHER WORK YEAR

A. In-School Work Year

1. Definition of in-school work year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required, but not to exceed 187 days.

2. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

A. Teacher Day

1. Check-In Procedure

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 a check mark in the appropriate column of the faculty "Sign-in" roster thirty (30) minutes before the official daily opening of school for pupils, and be in the classroom fifteen (15) minutes before the official opening of school for pupils. Teachers may leave following the dismissal of the last bus.

B. Lunch Periods

1. Grade level and other

Teachers shall have a daily duty-free lunch period of thirty (30) minutes.

2. Leaving the Building

Teachers may leave the building during their duty-free lunch periods, as long as they check in and out in the main office.

3. After School Meetings

The parties agree that the Board, or its representative, has the right to require the attendance of teachers at a reasonable number of after school meetings.

ARTICLE VII

NON-TEACHING DUTIES

A. List of Non-Teaching Duties

1. Teachers shall not be required to perform the following duties:

(a) The Board shall employ part-time aides for the purpose of performing morning bus duty, which consists of playground supervision on such days as weather permits pupils to be outdoors on the playground before the start of school, playground and cafeteria supervision during lunch period and bus loading at the close of the school day.

(b) Keeping registers

(c) Correcting standardized tests used at the direction of the board or the administration.

ARTICLE VIII

TEACHER EMPLOYMENT

A. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status the ensuing year no later than April 30th.

ARTICLE IX

SALARIES

A. Salary Schedule

The salary, of each teacher covered by the Agreement, for 1985-86 and 1986-87 is attached hereto and made a part hereof. See Schedule A and B.

ARTICLE X

TEACHER EVALUATION

A. A teacher shall have the right to review all evaluating reports prepared by his evaluators. The teacher shall have a copy of all such reports.

B. Whenever and wherever formal classroom evaluations are conducted by an evaluator, there shall be a follow-up conference between the evaluator and the teacher, and the teacher shall be given a copy of every evaluation prepared by his evaluators.

C. Non-tenure teachers shall be formally evaluated a minimum of three times per year, and any other times as deemed necessary. Tenure teachers shall be evaluated one time per year.

D. As of July 1, 1986, tenure teachers shall be evaluated a minimum of one time per year, but shall not exceed a maximum of two evaluations per year.

E. General Criteria

1. Evaluation by certificated supervisions

Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

2. Copies of evaluation

No 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.

E. General Criteria, cont'd.

3. Standardized tests

Results of standardized tests used for evaluating students shall not be used to evaluate teacher performance.

4. Informal evaluations

(a) An informal evaluation is an observation which is not formally scheduled and consists of observation of routine, day-to-day activities related to teaching.

(b) Reports of informal evaluations shall be signed by the teacher to acknowledge receipt, and the teacher may request a conference concerning such evaluations and may respond in writing.

5. An evaluation form shall be compiled by the Administration with input from CTA.

ARTICLE XI

COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints in writing regarding a teacher made to any member of the Administration by any parent, student, or other person which does, or may, influence evaluation of a teacher, shall be reported to the teacher involved, and he may state his viewpoints.

1. A complaint form shall be compiled with input from CTA.

B. No teacher shall be disciplined in public at any time, and neither shall any teacher be reduced in compensation without just cause.

ARTICLE XII

SICK LEAVE

A. Accumulative

All teachers employed shall be entitled to ten (10) sick leave days each school year. Unused sick leave shall be accumulated from year to year with no maximum limit.

B. Utilization of Sick Leave

1. In this district, employees absent for personal illness or quarantine shall receive full salary during absence of ten (10) days in any given school year, plus the accumulated days that an employee has to his/her credit.

B. Utilization of Sick Leave, cont'd.

2. An employee may be allowed full pay for absence of three (3) days for death in the immediate family. (Immediate family as here pertained to include: parent, brother, sister, husband, wife, children, grandparents, sister-in-law, brother-in-law, mother-in-law, father-in-law). An employee may be allowed full pay for the absence of one day for the death of an aunt, uncle, niece or nephew.

3. Any employee who has an ill member of his/her immediate family may take the day as one of his/her accumulated sick days. If an employee exhausts his/her accumulated sick days as a result of taking such days, subsequent sick days taken will result in a loss of pay.

C. Notification of Accumulation

Teachers shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

For the 1985-86 and 1986-87 school years, teachers shall be entitled to the following leaves of absence with full pay each school year:

1. Personal - Accumulative to six.

Three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Applications must be made to the teacher's principal, or other immediate supervisor for such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this section. Unused personal days may accumulate from year to year with a maximum of three (3). Total personal days per year shall not exceed six, but shall not be less than three. Personal leave shall not be available to extend any holidays or vacations except in the case of emergency.

2. School Visitation (Professional) non-accumulative. Up to two (2) days for the purpose of visiting other schools. Requests must be approved by the Administration.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

A. Extended leaves of absence to be available as provided for by statute.

ARTICLE XV

INSURANCE PROTECTION AND EMPLOYEE REIMBURSEMENT

A. Full Health Care Coverage

For the 1985-86 and 1986-87 school years, the Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher. The Board shall pay 100% of the cost of Blue Cross-Blue Shield, Major Medical Family Plan or the equivalent in Washington National up to the maximum Washington National premiums.

B. Carrier(s)

The health insurance carrier(s) shall be Blue Cross and Blue Shield for the basic hospitalization and medical-surgical coverage, and shall also include Rider J and major medical coverage, all of which are included under the New Jersey State Health Plan.

C. Insurance protection shall be for twelve (12) full months.

D. For the year July 1, 1985 through June 30, 1986, and for the year July 1, 1986 through June 30, 1987, each employee shall be eligible for reimbursement of documented medical expenses incurred by the employee or the employee's immediate family in an amount up to a maximum of three hundred dollars (\$300.00). Each employee's account will be separate. Reimbursement will be by check on a quarterly schedule following submission of documented receipts for medical expenses. No reimbursement shall be provided unless the expense was actually paid and no reimbursement shall be provided for any expense which is covered or entitled to be covered by an existing insurance plan.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

A. Printing Agreement

Cost for the printing of this agreement, if done professionally, shall be shared equally by the Board and the Association. If not done professionally, the Board will assume the cost. The Agreement should be printed within thirty (30) days after it is signed. The Agreement shall be presented to all teachers now employed.

B. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT

A. The Board of Education shall pay the cost for two graduate courses per tenured teacher per year, providing that course title and brief summary of contents of course be submitted in writing to the Administrative Principal prior to taking the course. The maximum cost for any one teacher in any year which the Board shall be liable for is limited to the equivalent of the graduate tuition rate charged by Glassboro State College. Evidence of successful completion of course is to be submitted before reimbursement shall take place.

ARTICLE XVIII

SEPARABILITY

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 of application shall continue in full force and effect.

ARTICLE XIX

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1985 and shall continue through June 30, 1987. This Agreement shall not be extended orally, and may only be extended in writing.

B. Status of Incorporation

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

Status of Incorporation, cont'd.

CEDARVILLE TEACHERS' ASSOCIATION

BY: Elizabeth L. Spadell
President, Cedarville Teachers' Association

ATTESTED: Karen S. Symanski
Secretary, Cedarville Teachers' Association

LAWRENCE TOWNSHIP BOARD OF EDUCATION

BY: Carl C. Barker
President, Lawrence Township Board of Education

ATTESTED: William P. Titus
Secretary, Lawrence Township Board of Education

SCHEDULE C
1985-1986 SALARY GUIDE
LAWRENCE TOWNSHIP

<u>Step</u>	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>
1	14,037	14,321	14,675
2	14,287	14,571	14,925
3	14,798	15,082	15,436
4	15,078	15,362	15,716
5	15,819	16,103	16,457
6	16,330	16,614	16,968
7	16,580	16,864	17,218
8	16,830	17,114	17,468
9	19,062	19,443	19,920
10	19,748	20,130	20,606
11	20,434	20,816	21,292
12	21,121	21,502	21,978
13	21,807	22,188	22,665
14	22,493	22,874	23,351
15	23,179	23,561	24,037
16	24,628	25,009	25,486

LONGEVITY

\$300.00 at end of first five years of continuous service in this district

\$300.00 at end of ten years of continuous service in this district

\$500.00 at end of fifteen years of continuous service in this district

SCHEDULE D
1986-1987 SALARY GUIDE
LAWRENCE TOWNSHIP

<u>Step</u>	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>
1	13,788	14,321	14,426
2	14,038	14,571	14,676
3	14,288	14,882	14,926
4	14,799	15,362	15,936
5	15,079	16,103	16,716
6	15,820	16,614	16,957
7	16,331	16,864	17,268
8	16,580	17,114	17,418
9	20,262	20,607	21,174
10	20,991	21,397	21,903
11	21,721	22,126	22,633
12	22,450	22,856	23,362
13	23,180	23,585	24,092
14	23,909	24,314	24,821
15	24,639	25,044	25,550
16	26,746	27,050	27,455

LONGEVITY

\$300.00 at end of first five years of continuous service in this district
\$300.00 at end of ten years of continuous service in this district
\$500.00 at end of fifteen years of continuous service in this district