

AGREEMENT

BETWEEN

**BOARD OF EDUCATION
OF THE BOROUGH OF TUCKERTON**

AND

TUCKERTON EDUCATION ASSOCIATION

FROM

JULY 1, 2004 TO JUNE 30, 2007

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PREAMBLE

THIS AGREEMENT entered into this 26th day of July, 2004, by and between the Board of Education of the Borough of Tuckerton, New Jersey (hereinafter called the “Board”), and the Tuckerton Education Association (hereinafter called the “Association”);

WITNESSETH

WHEREAS, the parties have reached certain understandings that they desire to confirm in this Agreement, it is

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

ARTICLE 1

RECOGNITION

- A. 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 personnel, whether under contract, on leave, or employed by the Board, including all full-time and part-time teachers, librarians and school nurses in the Tuckerton School Systems.
- B. Unless otherwise indicated, the term “teacher or certified employees”, when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws, State of New Jersey, in good-faith effort to reach agreement on all matters concerning the terms and conditions of certified employees' employment. Such negotiations shall begin not later than the date set by P.E.R.C. Any agreement so negotiated shall apply to all certified employees, be reduced to writing, be signed by the Board and 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.

ARTICLE 3

TEACHER RIGHTS

- A. The Board shall not discriminate against any teacher for participation in the Association or its affiliates.
- B. No teacher shall be reduced in compensation or formally disciplined or reprimanded without just cause.
- C. Whenever any teacher is required to appear for a formal hearing before the Chief School Administrator and Board, or any Committee Member, or any agent thereof, concerning any matter that could adversely affect his/her continuation in office, position or employment, or the salary or any increments pertaining thereto; he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have an attorney or representative(s) of his choosing present to advise him and represent him

during such meeting or interview. The employee shall be entitled to a maximum of three (3) representatives (Local President or designee, NJEA representative or designee, attorney) present at the hearing to advise them.

- D. No teacher shall be prevented from wearing pins or other identification or membership in the Associations or its affiliates.
- E. All suspensions shall be pursuant to and consistent with the requirements of Title 18A.
- F. Any question or criticism by a Supervisor, Administrator, or Board Member, of a teacher or his instructional methodology shall be made in confidence to the teacher.
- G. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety. Unsafe or hazardous conditions will be determined by a committee consisting of the school administrator, the school nurse, and the Association president or his/her designee. The decision must be unanimous.
- H. If any meeting other than an emergency meeting is to be scheduled with a teacher and the Chief School Administrator, Principal, Vice Principal, Board of Education, or any other teacher, it shall be held at a mutually agreeable time within twenty-four (24) hours.
- I. In an attempt to reduce the risk of exposure to Hepatitis B, a blood borne pathogen, the Board of Education will establish an Exposure Control Plan (ECP) to minimize occupational exposure in accordance with federal regulations. The ECP will include:
 - 1. Identification of tasks, procedures and job classifications where occupational exposure to blood occurs.
 - 2. Procedures for evaluating the circumstances surrounding an exposure incident.
 - 3. The schedule and method for implementing the specific sections of the ECP.
 - 4. Procedures for post-exposure evaluation and follow up.
 - 5. All certified staff identified as “at-risk” by New Jersey State Regulations and who wish to receive the Hepatitis B Series, shall do so at the Board’s expense.

ARTICLE 4

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association and its representatives may have the right to use school buildings at all reasonable hours for meetings. The Chief School Administrator of the building shall be notified, in advance, of the time and place of such meetings. The Association may use the District's copy machine for Association business. The Association shall provide copy paper at its own expense.
- B. The Association shall have the use of a bulletin board in the faculty lounge.
- C. Representatives of affiliated associations may attend meetings of the Association or its officers, at the Association's invitation, in a lawful and orderly manner.
- D. Whenever any representative of the Association or any certified employee is required by the Board, Administrator, Arbitrator, or Court to participate during working hours in negotiations, grievance proceedings, conferences or meetings in connection with the Tuckerton School System, the certified employee shall suffer no loss in pay from the Board for the time required for that participation and necessary time immediately adjacent to that participation.
- E. The Board shall have installed a private phone with local service only. The Board shall pay for installation, monthly service charges and local call charges only.
- F. The rights and privileges of the Association and representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the certified employees, and to no other organization.

ARTICLE 5

WORK YEAR

- A. The in-school work year for certified employees shall run from September 1st to June 30th and shall not exceed one hundred and eighty-five (185) days, at least one (1) of which will include a teacher preparation day/professional development day in September, prior to the students' arrival for the beginning of school; and three (3) other non-student days during the school year, and 181 student days.
- B. There will be an early closing (four-hour session, without lunch) on the day before breaks (Thanksgiving, Christmas, Easter).
- C. There will be an early closing (four-hour session, without lunch) on the last day of school.

ARTICLE 6

TEACHING HOURS AND TEACHING LOAD

- A. As professionals, certified employees 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. Certified employees shall indicate their presence for duty by placing their signatures on the faculty "sign-in roster."
- B. The total in-school work day shall consist of not more than seven (7) hours which shall include a duty-free lunch period as guaranteed to certified employees under Article 8, Section B. Teachers shall be provided at least 150 minutes per week, within the student day (excluding weeks with holidays or half-days) for preparation, meetings with

administration, parents or other staff members, and other professional activities. There shall be no compensation in cash or comp time for the occasional missed prep period.

- C. No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupils' school day, and shall be permitted to leave ten (10) minutes after the close of the pupils' school day.
- D. Certified employees may leave the building without requesting permission during their scheduled duty-free lunch periods, but shall note their absence and return with the office secretary.
- E. Certified employees may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings (no more than three (3) meetings per month, excluding Fridays). Any meeting shall be limited to sixty (60) minutes duration, and shall be under the direct supervision of an administrator. This Article does not prohibit grade level or committee meetings.
- F. The notice for any meeting shall be given to the certified employees involved at least two (2) days prior to the meetings, except in an emergency. Certified employees shall have the opportunity to suggest items for the agenda in advance of the meeting.
- G. When child study team staffings or I.E.P. conferences occur, the administration shall provide a substitute to cover the certified employees' classes during necessary meeting times.
- H. If there is a change in the starting time of the new school year, the faculty will be notified as soon as the information is available.

ARTICLE 7

TEACHER ASSIGNMENT

- A. All certified employees shall be given written notice of their grade and room assignments for the forthcoming school year not later than May 30th of each school year.
- B. No later than May 7th of each school year, the Chief School Administrator shall deliver to the Association, and post in the building, a list of known vacancies that shall occur during the following school year. Certified employees who desire a change in grade may file a written statement of such desire with the Chief School Administrator no later than May 15th.
- C. In the event that changes in schedules, grade assignments or room assignments are proposed after school closes for summer vacation, the Association and any certified employee affected shall be notified promptly, in writing, within one (1) week of making such a decision.

ARTICLE 8

NON-TEACHING DUTIES

- A. As long as the Board provides a duty-free lunch period as described below and preparation time per Article 6.B, and also complies with the maximum teacher workday defined in Article 6.B, the Board retains the prerogative to assign teachers to non-teaching supervisory duties as it deems appropriate. The Board will make every effort to distribute duty assignments among bargaining unit members in an equitable manner, and will utilize a rotation system where practical.

- B. Certified employees shall have a daily duty-free lunch period of at least thirty (30) continuous minutes. The regularly scheduled student lunch shall be thirty (30) minutes, but on those occasions when the student lunch is shortened, the teacher lunch shall be equal in duration to that of the students.
- C. Full time certified employees may be required to attend no more than six (6) evening assignments including Open House, four (4) parent conferences, and Christmas program or Sixth Grade Awards Assembly or other assignment determined by the Superintendent. Part time certified employees may be required to attend no more than four (4) evening assignments. These will be Open House, one (1) fall night conference, one (1) spring night conference, and the Christmas Program or the Sixth Grade Awards Night or other assignment as determined by the Superintendent. On parent conference nights, certified employees may leave at the standard early dismissal time. An administrator will remain in the building until all teaching employees have left the building. Evening assignments shall start no earlier than 6:30 PM.
- D. In order to maintain optimum parent-teacher communication, conference periods shall be held two (2) times during the course of each school year. Each conference period shall consist of one (1) afternoon and two (2) evenings. Early release time will be provided on conference days. All conferences shall be scheduled for a minimum of fifteen (15) minutes within the certified employees' workday as per Article 6.B and Article 8.C.
- E. Any teacher whose pupil load exceeds the number of available conference slots shall be given release time in order to facilitate all conferences.
- F. Certified employees shall be compensated at the rate of \$26.00 per hour in 2004-05, \$27.00 per hour in 2005-06 and \$28.00 per hour in 2006-07 for curriculum work beyond

the regular school year, after review and approval by the Board of Education of proposals to perform the work. Certified employees required to work on school related events where student participation is contingent upon the teacher's presence, and which events occur on days not part of the regular school calendar shall, with prior Board approval, be given release time or compensated at a rate of \$26.00 per hour in 2004-05, \$27.00 per hour in 2005-06 and \$28.00 per hour in 2006-07 at the discretion of the Board.

ARTICLE 9

SALARIES

- A. The salary of each teacher covered by this Agreement is set forth in Schedule A, which is attached hereto and made a part hereof. Teachers shall remain on the same step for the duration of this contract, with the exception of Step 13 in the 2006-2007 school year.
- B. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments. Certified employees may select a 12-month (24 pay) option. Notice must be provided to the Board Secretary/Business Administrator by August 1 if this option is selected.
- C. When a payday falls on or during a school holiday, break or weekend, certified employees shall receive their paychecks on the last previous workday.
- D. Each teacher shall receive his final pay on his last working day of the school year, if his closing-out procedure is completed satisfactorily.
- E. Upon the hiring of a new employee, the staff member shall be placed at the step on the salary guide agreed to by the employee and the Board.

- F. Unit employees shall be paid \$26.00 per hour in 2004-05, \$27.00 per hour in 2005-06 and \$28.00 per hour in 2006-07 for extra-curricular activities. These activities do not include field trips. Clubs will be offered on a six (6) week, semi-annual or annual basis, or as otherwise approved by the Board. Prior administrator approval is required, in writing, for any clubs.
- G. Bedside instruction shall be paid at \$26.00 per hour in 2004-05, \$27.00 per hour in 2005-06 and \$28.00 per hour in 2006-07 after approval of the Superintendent and certification of a physician that the illness will be for ten (10) school days or longer.
- H. Employees who retire into the T.P.A.F. system in the school district shall be paid the current substitute rate per day for accumulated sick leave. Maximum expense of the Board will be one hundred ten (110) days at temporary substitute rate.
- I. Employees who have worked in the Tuckerton School District for fifteen (15) or more years as of July 1st shall receive a \$250.00 longevity payment; for twenty (20) or more years, they shall receive a \$500.00 longevity payment; and for twenty-five (25) or more years, they shall receive a \$1,000.00 longevity payment.
- J. For certified employees to be eligible to receive a year of service credit, a ten (10) month teacher must be in a pay status for one (1) day more than half of the scheduled days of the ten (10) month school year.

ARTICLE 10

TEMPORARY LEAVES OF ABSENCE

- A. Certified employees shall be entitled to the following temporary non-accumulative leaves of absence, with full pay, for each school year. Part-time certified employees shall be

entitled to a prorata share of sick and personal leave benefits equal to their percentage of a full week worked.

1. Three (3) days leave of absence for personal, legal business, household, or family matters that require absence during school hours. Application by the teacher to the Chief School Administrator, or other immediate supervisor, for personal leave, shall be made at least two (2) days before taking such leave, except in the case of emergencies; and the applicant for such leave shall be required to state the reasons for taking such leave. This day shall not be used to extend a break. Certified employees shall not use personal leave for matters that can be scheduled outside of their working hours.
 2. Unused personal days under Subsection 1 above, shall be converted to accumulated sick leave on June 30th of each year.
- B.
1. Up to five (5) days, at any one time, in the event of the death of a member of the teacher's immediate family, which shall be construed to consist of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, grandparents.
 2. Up to three (3) days, at any one time, in the event of the death of a following family member: niece, nephew, aunt, uncle, brother-in-law and sister-in-law.
 3. The leave set forth in paragraphs 1 and 2 above is for the purpose of arranging and attending services and for a reasonable period of mourning and shall be taken at the time of the death of the family member.
- C. Any other leave of absence, with pay, must be granted by the Board for good reasons.
- D. Full time certified employees will receive twelve (12) days leave of absence for sickness per year, with the last two (2) days non-accumulative. The ten (10) days sick leave must be used each year before the non-accumulative days may be granted. Part time certified employees shall be eligible for a prorata portion of this sick leave as described in Article 10. Full and part time certified employees may use two (2) days per year of their above defined sick leave for family illness. These days are non-accumulative.
- E. All employees shall be compensated, at their full rate of pay, for each day that the employee's presence in court is required by subpoena as a witness for school related matters.

- F. Employees shall be compensated, at their full rate of pay, for each day that the employee is required by the court to be in attendance on a jury.
- G. A teacher shall be granted up to five (5) days at any one time in the event of the birth or adoption of their child.

ARTICLE 11

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence, under any other circumstance, may be granted by joint agreement between the Board and the individual teacher.
- B. Upon return from a leave of absence, a teacher shall be placed on the salary schedule and receive accumulated benefits according to his seniority at the time the leave commenced.
- C. Leaves for more than one (1) academic year, in addition to one in which an extended leave commences, shall be mutual by agreement between the Board and the individual teacher.
- D. The teacher on leave shall give notice by April 15th if they are returning the following September.
- E. Child-Rearing Leave
 - 1. In the case of a birth of a child, any teacher shall have the right to apply for a leave, without pay, for child-rearing purposes.
 - 2. Application for child-rearing leave shall be made by the teacher to the Chief School Administrator at least ninety (90) days prior to the anticipated birth of the child.
 - 3. Child-rearing leave shall be granted to employees for the balance of the school year in which the child is born and then for either one (1) school year or two (2) school years

- thereafter. At the time of original application, as described in E.2 above, the teacher must indicate whether he desires to utilize the second year of leave. In any event, he must advise the Chief School Administrator in writing of the desire to use either one year or two-year leave of absence prior to April 1st of the current school year.
4. Any employee adopting a child shall be granted a child-rearing leave in conformity with the provisions of Subsection 3 above, which shall commence upon the date that such employee obtains custody of the child or is required, by adoption rules, to be available. Since such date of custody cannot be predicted in all cases, notices shall be given to the Chief School Administrator at least sixty (60) days prior to the anticipated date of custody, if possible, and if not, as soon as practicable.
 5. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted, if such earlier return is administratively convenient to the Board and is not medically contradicted
 6. Upon returning from a child rearing leave, all benefits to which the employee was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored.
 7. Consecutive leaves, or extended leaves of absence, are not a right of employees, but may be granted within the sole discretion of the Board.
 8. The Board shall not grant a child rearing leave of absence to any non-tenured employee beyond the end of the contract year in which leave is obtained, and nothing in this Article shall be construed to require the Board to offer a new contract for a new school year to any non-tenured employee.

ARTICLE 12

PERSONAL AND ACADEMIC FREEDOM

The importance of academic freedom and the enjoyment of a private life are understood by the parties, and will not be disregarded in the administration of the school district. The Board and Administration will recognize and be guided by the pronouncements of the Legislature, the State Board, the Commissioner, and the Courts, in evaluating the performance of any teacher and in the investigation of any claim that a teacher's private life interferes with the employee's effectiveness as a teacher.

ARTICLE 13

GRIEVANCE PROCEDURE

- A. The term grievance means a complaint by an employee, or the Association, that there has been a violation, misinterpretation, or misapplication of a policy, agreement or administrative decision affecting terms and conditions of employment.
- B. An aggrieved grievant shall institute action under the provisions herewith within twenty (20) calendar days of the occurrence complained of, or within twenty days after he should reasonably be expected to know of its occurrence. Failure to act within said twenty (20) day period shall be determined to constitute abandonment of the grievance, provided that where an occurrence is part of a recurring series of events, those events occurring more than ten (10) days prior to the institution of the procedures herewith, may be considered for the purposes of determining the validity of the complaint.
- C. A grievant processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

- D. In the presentation of a grievance, the grievant shall have the right to present his/her appeal pro se, or to be represented by members of the Association, or an attorney of the grievant's choice. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views before the Chief School Administrator and all levels above. There shall be a maximum of three (3) representatives (Local President or designee, NJEA representative or designee, attorney) present on behalf of the employee.
- E. Grievants are required to first discuss their grievance orally with their immediate superiors, or other appropriate administrative officials, provided that if the grievance is occasioned by a direct order to the Chief School Administrator to the individual, such oral discussion should occur during the twenty (20) day period and shall not extend it except by written consent of the Chief School Administrator of the school.
- F. If the grievance presented orally is not resolved to the grievant's satisfaction within ten (10) school days, the grievant shall submit his grievance, in writing, to the Chief School Administrator stating: (1) the nature of the grievance; (2) the results of any previous discussion; and (3) the basis of dissatisfaction; (4) the contract provision alleged to have been violated and (5) the desired remedy.
- G. Within five (5) school days from the receipt of the written grievance, the Chief School Administrator shall set a date for a hearing, over which the Chief School Administrator shall preside, which shall be within ten (10) school days from the receipt of the written grievance, unless a different time period is mutually agreed upon.
- H. With ten (10) days after said hearing, unless a different period is mutually agreed upon, the Chief School Administrator shall, in writing, advise the grievant and his

representative (if there is one), and any other person directly affected thereby, of his determination.

- I. In the event of the failure of the Chief School Administrator to act in accordance with the provisions of Sections G and H, or in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by any party, the dissatisfied party, within five (5) days of the act or failure to act, may appeal to the Board of Education.
- J. Where any appeal is taken to the Board, there shall be submitted by the grievant a statement of the dissatisfaction of the party appealing, to which shall be attached copies of all previous writings. A copy thereof shall be delivered to the Chief School Administrator and all other parties. The statement shall request a hearing, if desired.
- K. The Board shall review the grievance, and if requested by the grievant, hold a hearing with the grievant, and then render a decision, in writing, within thirty (30) calendar days.
- L. If the grievant is not satisfied with the disposition of the grievance at the Board level, or if no decision has been rendered within the specified time period, the grievant may submit the grievance to arbitration. After receipt of a written decision, the grievant must file an appeal within fifteen (15) calendar days. A request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and Association, and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth findings of fact, as well as reasoning and conclusions on the issue submitted. The arbitrator may not amend or modify the provisions of this Agreement. The decision of the arbitrator shall be binding upon the parties.

- M. The arbitrator shall have no authority to rule on grievances which concern interpretation, application, or alleged violation of State Statutes or rules and regulations, except insofar as they are expressly included in this Agreement.
- N. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties, and each of the parties shall bear their own cost.
- O. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes that threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic causes of work interruptions during the period of this Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting on its behalf; cause, authorize or support, nor will any of its members take part or assist in any strike, work interruptions, slow-downs, or any other interruptions of the operation of the school district.
- P. If, in the judgement of the Association, a grievance affects a group or class of certified employees, the Association may submit such grievance, in writing, to the Chief School Administrator. If the grievance concerns a direct action of the Board, it may commence at that level.
- Q. All hearings under this procedure through the Board level, shall be conducted in private and shall include only persons concerned and their designated or selected representatives.

ARTICLE 14

INSURANCE PROTECTION

- A. 1. The Board shall pay for the full premium for each full-time teacher, part-time teacher working over 20 hours per week, and nurse in the New Jersey Public and School Employees Health Benefit Plan, or equivalent health benefit plan, for the twelve (12) month period of time.
2. Effective July 1, 1997, the Board shall add mandatory second opinion and pre-admission certification/continued stay review provisions to the medical insurance plan.
- B. The Board agrees to pay 100% of the premium for Amerihealth PPO5, and an equal dollar amount to any other health insurance plan chosen by an employee, for eligible family members in the above plan for all employees.
- C. Under circumstances permitted by the health insurance carrier, any employee wishing to forego their negotiated right to health insurance coverage may execute a waiver of insurance as per Board resolution (September 22, 2003).
- D. The Board shall pay 100% of the premium for a prescription drug insurance benefit for employees and eligible family members. There will be a co-pay of \$10.00 for generic, \$20.00 for name brand, and \$35.00 outside the formulary, retail or mail order.
- E. Those unit employees who retire, or separate themselves under a leave of absence pursuant to Article 11, may buy into Board insurance plans, at no cost to the Board of Education, with the employee paying the entire cost of his insurance coverage, where allowed, under procedures set by the health insurance plan.

- F. The Board shall pay 100% of the premium for the current dental insurance plan for employees and eligible family members.
- G. In case of catastrophic illness, the Board further agrees to continue to pay up to \$1,500.00 towards insurance premiums, under COBRA provisions, after the employee's accumulated sick time is used.
- H. Health insurance benefits may not be continued, at the Board's expense, during the period of a leave of absence under Article 11.
- I. The Board shall provide to each employee, no later than the beginning of the school year, a description of the health care insurance coverage provided under this Article, which shall include a description of the conditions and limits of the coverage as listed above. The Board shall notify the employees immediately of any anticipated changes in coverage.

ARTICLE 15

EVALUATION PROCEDURE FREQUENCY

- A. Certified employees shall be observed through classroom visitations by a certified supervisor at least three (3) times in each school year if a non-tenured teacher, and at least one (1) time in each school year if a tenured teacher; to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate supervisor. Each observation shall consist of at least a complete lesson. Observations, as mentioned herein, shall be completed by March 30th, however, there shall be no prohibition to continue evaluations until the end of the school year.

B. Classroom visitations/observations shall not occur on the same day, nor shall any observations occur prior to the previous evaluation conference. In no case should any evaluation occur within five (5) school days of the previous evaluation. All visitations/observations shall occur in the same work year.

Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of public address, cameras, audio system and similar devices, when used with the full knowledge and consent of the teacher, shall be permitted.

Copies of Evaluations

A teacher shall be given a copy of any class visit evaluation report prepared by his evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in a teacher's file, nor otherwise acted upon without a prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

Conferences

Evaluation conferences as described in Frequency/Section A of this Article, shall occur within fifteen (15) days of the observation.

Reports

Evaluation reports shall be presented to each teacher in accordance with the following procedures:

- a. Such report shall be issued in the name of the evaluator. The evaluator is the person who observed the teaching performance as required heretofore in this Article.

- b. Such report shall be addressed to the teacher.
- c. Such reports shall be in a format that is mutually agreed upon by the Administrator and the Association, including: (1) strengths of the teacher as evidenced during the period since the previous report; (2) areas of improvement needed by the teacher as evidenced during the period since the previous report; and (3) specific suggestions as to measures that the teacher might take to improve performance in each of the areas wherein weaknesses have been indicated.

Final Evaluation

The end-of-the year evaluation of a teacher shall be determined by a compilation of the required evaluations as provided in this Article. The provisions of this Article shall be extended to tenured teaching staff members when it has been determined that such procedures are negotiable under C. 123, P.L. 1974, and N.J.A.C. 18A:1-21.

ARTICLE 16

PERSONNEL RECORDS

File

A teacher shall have the right, upon request at a mutually acceptable time, to review the contents of his or her personnel file and to receive copies at the teacher's expense of any documents contained therein. A teacher shall be entitled to have an Association representative(s) present during such review. The Board and the Association agree that the Board of Education or the Administration has the right to document any personnel file, as they deem appropriate. The Board further reserves the right to remove those items permissible by law with the prior knowledge and approval of the affected teacher.

Derogatory Material

No material derogatory to a teacher's conduct, service, character or personality, or any material that could have an adverse effect on a teacher's status, shall be placed in an employee's personnel file unless the teacher has had an opportunity to review the material. The teacher may acknowledge that he/she has had the opportunity to review such materials by signing the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.

The failure of the teacher to sign said material after review shall not preclude that material from being placed into the teacher's file. The teacher shall also have the right to submit a written answer to such material within ten (10) working days, and his/her answer shall be reviewed by the Chief School Administrator, or his designee, and attached to the file copy.

No Separate File

Except for personal references and other similar documents, the Board shall not establish any separate personnel file that is not available for the teacher's inspection.

Termination of Employment

Final evaluation of a teacher upon termination of his employment shall be concluded prior to any recommendation for severance.

ARTICLE 17

TUITION REIMBURSEMENT

- A. There shall be a tuition reimbursement plan under the following provisions:
1. Participation shall be voluntary.
 2. Courses for which reimbursement is to be received shall receive prior, written approval of the Chief School Administrator under administrative procedures devised by him and disseminated to the staff.
 3. In order for courses to be approved: (a) they must be related to the current teaching or work (e.g. library) of the teacher; (b) they must not be taken to obtain a certification to maintain a current position or to obtain a certification outside the area where the teacher is already teaching (working), other than one needed to maintain a position, are eligible for reimbursement; and (c) courses must be on a graduate level.
 4. The plan will cover a maximum of six (6) credits annually (July 1st through June 30th), and cover a total of \$1,750.00 in tuition expenses annually.
 5. In order to be reimbursed, the certified employee must receive a grade of “B” or better, or “pass” if pass/fail is the only option.
 6. A certified employee receiving reimbursement must remain in the Board’s employ for a period of two (2) years after receipt of same. A teacher leaving the District prior to that time shall reimburse the Board a pro-rata share of tuition reimbursement received.

ARTICLE 18

MENTORING

- A. All vacancies for mentoring positions shall be posted as early as the district is aware of its needs. The posting shall include qualifications for the position. Each mentor teacher should be a fully certified, tenured teacher with five years experience and three years within the Tuckerton School District, unless waived by the Superintendent. No teacher shall serve as a mentor to more than one (1) provisional/alternate route teacher at the same time.
- B. Interested teachers will apply in writing to the Superintendent/Principal, and copied to the Professional Development Committee (PDC). The Superintendent/Principal will consult with the PDC before making mentor assignments. The Superintendent/Principal will consider all applications before assigning anyone involuntarily to be a mentor.
- C. The Mentor Teachers shall be paid at the following rates: Mentor for a Traditional Route Teacher - \$600.00; Mentor for an Alternate Route Teacher - \$600.00 Mentor for a 2nd Year Alternative Route Teacher - \$400.00. The stipend will be paid by the Board of Education
- D. Each mentor teacher will work with district administration to enhance the mentoring process.

ARTICLE 19

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board of Education agrees to pay the full cost of tuition for any courses, workshops, seminars, workshop conferences, in-service training sessions, and other such sessions that a teacher is required and/or requested to attend by the Board of Education.

ARTICLE 20

MANAGEMENT RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher, or the Board of Education, such rights as they may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to the parties hereunder shall be deemed to be in addition to those provided elsewhere.
- B. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject to the limitations of this Agreement, in accordance with applicable laws and regulations:
1. to direct employees of the school district;
 2. to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees for just and legitimate reasons;
 3. to relieve employees from duty because of lack of work or for other legitimate reasons;
 4. to maintain efficiency of the school district operations entrusted to them;
 5. to determine the methods, means and personnel by which such operations are to be conducted; and
 6. to take whatever action may be necessary to carry out the mission of the school district in situations of emergency.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof

and the use of judgement and discretion in connection therewith shall be limited by the terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the laws of New Jersey.

ARTICLE 21

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be reproduced at the expense of the Board of Education and the Association within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all certified employees now employed by the Board.
- B. Whenever any formal notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing.
 - 1. If notice is given by the Association, it shall be addressed to the Board Secretary.
 - 2. If notice is given by the Board, it shall be addressed to the Association President.
- C. All terms and conditions of employment effective on the signing of this Agreement shall remain in effect during the term of this Agreement.
- D. Any subsequent amendments to the New Jersey School Laws that contradict the provisions of this Agreement shall supercede the applicable portions of this Agreement until such time as the parties may negotiate acceptable language to amend this Agreement.

ARTICLE 22

DURATION OF AGREEMENT

This Agreement shall be effected as of **July 1, 2004**, and shall continue in effect until **June 30, 2007**, exclusive of the summer school program.

IN WITNESS THEREOF, the Association has caused this Agreement to be signed by its President and Secretary; and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, all on the 26th day of July, 2004.

TUCKERTON EDUCATION ASSOCIATION

TUCKERTON BOARD OF EDUCATION

President

President

Secretary

Secretary