

Contract no. 697

AGREEMENT

THE BOARD OF EDUCATION OF EAGLESWOOD TOWNSHIP

COUNTY OF OCEAN

AND

THE EAGLESWOOD EDUCATION ASSOCIATION

JULY 1, 1992 TO JUNE 30, 1995

EDUCATION DEPARTMENT
INSTRUCTIONAL SERVICES
RUTGERS UNIVERSITY

AGREEMENT

This Agreement, made this 5th day of March, 1992 by and between:

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF EAGLESWOOD
AND
THE EAGLESWOOD TOWNSHIP EDUCATION ASSOCIATION**

Pursuant to Chapter 123 of the laws of 1974

WITNESSETH; that the parties agree that they shall be bound by the following agreements effective July 1, 1992 to June 30, 1995.

I RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for collective negotiations for all staff members, certified and non-certified, employed by the Eagleswood Township Elementary School District. Excluded are the School Superintendent and School Business Administrator.

II NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiation over a successor agreement, pursuant to the procedure provided by law. Negotiations shall commence with the filing by the Association with the School Business Administrator of its proposals, if any, for the revision of contract language and remuneration. Such negotiations shall begin not later than October 15th of the final academic year for which this contract is made.

III GRIEVANCE PROCEDURE

A. DEFINITIONS

1. **Grievance** A grievance is a claim by a staff member to whom there has been an administrative decision or other action in violation of this agreement, or of a right based upon the laws of New Jersey or the regulations of the State Board of Education.

2. **Group Grievance** A group grievance is a grievance that directly affects the Association as a whole, or two or more members collectively.

3. **Aggrieved Person** is the person, persons, or the Association making the claim or grievance.

4. **Party in Interest** is the person or persons making the claim and any person directly affected thereby, including, above level one, the Board and the Association.

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 staff members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. **Time** The number of days indicated at each level should be considered to be the appropriate time necessary for completion of the steps required, and failure, without adequate explanation to do so, will authorize the aggrieved party to assume such action as decided adversely to him. Any such time may be extended by mutual agreement.

2. **Year End Grievance** 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 set forth herein shall be accelerated as practicable so that the grievance procedure may run its course prior to the end of the school year, or as soon thereafter as practicable.

3. **Informal Solutions** A staff member with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the object of resolving the matter informally.

4. **Level One** If the grievance shall be decided adversely to the aggrieved person, or not otherwise satisfactorily resolved as the result of the consultation required above Level One, the aggrieved person may file a written statement of the grievance with the principal or immediate superior. Such grievance shall be responded to in writing within five (5) working days.

5. **Level Two** If the written grievance shall not be responded to within five (5) days, or if the aggrieved person is dissatisfied with the reply or action resulting therefrom, the aggrieved party may within five (5) days of the reply, or of when the reply was due, refer the grievance to the Board of Education by filing the same with the School Business Administrator, with copies of all documents pertaining hereto, and of any answer to the same. The Board shall consider the same, and respond not later than five (5) days after the filing of the grievance with the School Business Administrator, provided, however, that if either party shall request an informal hearing or conference, the same shall be held at the early mutual convenience of the parties, and the response made within five (5) days thereafter. The Board may defer action until the next regular meeting thereafter if such delay is considered necessary to obtain further information or advice. Actions of the Board shall be expressed in writing.

C. **PROCEDURE** (cont.)

6. **Level Three** If the aggrieved party is dissatisfied with the action of the Board, or if such action is not taken within the time specified, the aggrieved party may apply for advisory arbitration to the Public Employees Relations Commission, but if it does not provide this service, then the American Arbitration Association. Such application shall be made within fifteen (15) days of the final board action on the grievance.

7. No grievance may be originated more than thirty (30) days after the occurrence complained of.

8. 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 personal file of any of the participants.

9. The grievance procedure shall be available to a staff member by reason of non-renewal of a non-tenure contract, provided that it is based upon a claim that the non-renewal was upon a legally insufficient basis.

10. No reprisals shall be taken by the Board of the Association against any party in interest by reason of participation in the grievance procedure.

**IV
CRITICISM OF TEACHERS**

Any question or criticism by a supervisor, administrator or Board member of a teacher of his/her instructional methods shall in the first instance be made in confidence, and not in the presence of students, parents, or other public gatherings.

V
TEACHERS' RIGHTS

No teacher shall be disciplined or reduced in compensation without just cause, except as provided by law, and shall be entitled to a hearing concerning the same; provided, however, that nothing contained herein shall be substituted for any procedure provided by law or the directives of the Courts relating to termination of employment, withhold of increments, or other established procedure, whether for tenured or non-tenured teachers. Should any teacher receive an unsatisfactory evaluation, criticism, or reprimand in writing, a copy of the same shall be given the teacher; who may reply thereto in writing within five (5) days. If the document in question is placed in the teacher personnel file, the reply shall be appended thereto.

VI
STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny, modify, or restrict any right conferred upon either party or any party in interest, arising out of New Jersey School Law or any other law or regulations, or any other vested rights or responsibilities.

VII
RELEASED TIME FOR MEETINGS

No teacher shall suffer any loss of pay by reason of participating during working hours in negotiations or other proceedings scheduled by the Board, P.E.R.C., or the Commissioner of Education, and arising out of the operation of this school district.

**VIII
USE OF SCHOOL BUILDINGS**

Permission is granted the Association to conduct meetings in the school building, not to interfere with scheduled school activities, and not requiring additional service or hours of custodial personnel, the date, time, and space requirements to be approved by the administrative principal or the Board.

**IX
USE OF SCHOOL EQUIPMENT**

Permission is granted to the Association to use school equipment, including ditto or mimeographing machines, and audio-visual equipment in their customary locations with the consent of the School Business Administrator. Such use shall be not inconsistent with school requirements, and subject to reimbursement for the cost of materials and any repairs necessitated by such use.

**X
SCHOOL CALENDAR**

The school calendar shall be adopted by the Board prior to the adoption of the annual salary guide. Increases in the number of working days or reduction in holiday periods shall thereafter be made only after agreement between the Board and the Association.

**XI
TEACHERS' WORK YEAR**

A. **School Year 1992-93:** The teachers shall work 183 days per school year except as agreed upon between the Board and the teachers. 180 working days shall be the teacher-pupil work year. The other three days shall be for orientation and other professional meetings.

B. **School Year 1993-94:** The teachers shall work 185 days per school year. 182 working days shall be the teacher-pupil work year.

C. **School Year 1994-95:** The teachers shall work 188 days per school year. 185 working days shall be the teacher-pupil work year.

XII TEACHERS' DAY

A. The arrival and departure times for all teachers shall be designated in their total in-school work day, which shall not exceed seven (7) hours.

B. Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings, not more often than one day each week, and which will, so far as practical, be scheduled on a regular basis on a day other than Friday. Nothing in this provision shall prevent the scheduling of meetings as required by special problems. The notice for any meeting shall be given to the teachers involved at least two days prior to the meetings, except in an emergency. Teachers may have the opportunity to suggest items for the agenda.

C. The teacher-pupil work day shall be increased by 15 minutes.

XIII INSTRUCTIONAL PLANNING AND PROFESSIONAL SERVICE

As professional educators, the teachers assume the responsibility for the preparations of adequate and appropriate lesson plans, and their conscientious execution in the classroom. The plans are expected to meet customary professional standards, and be adequate for the use of substitutes, as well as the classroom teacher. They need not be in standardized form, unless the teacher is notified by the administrative principal that they are in some respect inadequate.

XIV POSTING

All openings for positions in summer school, home teaching, federal projects, and other programs, including non-teaching positions for which teacher may be qualified and eligible, shall be publicized by the administrative principal to the staff.

XV
TEACHER EVALUATION

A. Frequency:

a. Teachers shall be observed through classroom visitation by the administrative principal at least three (3) times for non-tenured and one (1) time for tenured personnel in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and the administrative principal for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Each observation shall consist of at least a complete lesson.

b. Classroom visitations/observations shall not occur on the same day, nor shall any observation occur prior to the previous evaluation conference. In no case shall any observation occur within ten (10) school days of the previous evaluation. All visitations/observations shall occur in the same work year.

B. Right to Representation:

A teacher shall have the right to representation in an evaluation conference.

C. Standardized Tests:

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

D. Communication

Prior to any evaluation report, the administrative principal shall have had appropriate recommendation, including but not limited to all steps in reports E.

E. Reports:

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

1. Such reports shall be issued in the name of the administrative principal who observed the teaching performance as required in Section A of this article.
2. Such reports shall be addressed to the teacher.
3. Such reports shall be written in narrative form and shall include, when pertinent:
 - a. Strengths of the teacher as evidenced during the period since the previous report.
 - b. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
 - c. If these areas of improvement are not repeated in subsequent reports, said areas shall be considered remedied.
 - d. Upon request, the administrative principal shall demonstrate the proper method (s) to correct any areas of improvement.

F. Final Evaluation:

The annual summary evaluation of a teacher shall be determined by a compilation of the required evaluations as provided in this article.

G. Personnel Records:

1. **File:** A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent, and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed in the presence of the teacher and Superintendent. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at Level Two.

2. **Derogatory Material:** No material derogatory to a teacher's conduct, service, character or personality or any material which could have an adverse effect on a teacher's status shall be placed in his/her personnel file unless the teacher has had an opportunity to review the materials. The teacher shall acknowledge that he/she has had the opportunity to review such materials 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 and attached to the file copy. The Board of Education reserves the right to indicate in the personnel file when the person refuses to sign such documents and reserves the right to place said document in the personnel file.

3. **No separate file:** Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

H. Termination of Employment:

Final evaluation of a teacher upon termination of his/her employment shall be conducted prior to any recommendation for severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth.

XVI COMPLAINT PROCEDURE

Prior to entry in a teacher's file, any complaint shall be reduced to writing, discussed with the teacher, and an attempt made to resolve the matter informally.

The teacher shall have the right to be represented at all stages of the proceedings by the Association or an Attorney.

**XYII
LEAVES OF ABSENCE**

A. Sick Leave:

1. All persons employed within the local school district on a full time basis shall receive sick leave at the rate of one day per month, not to exceed ten (10) school days for 10 month employees and 12 days for 12 month employees in one school year. Part time employee will have sick days prorated based on days worked per week. If any person requires less than the specified number of days of sick leave with pay allowed, all such leave shall be accumulated to be used for additional sick leave as needed in subsequent school years.

2. In case of sick leave claimed, the Board of Education may require a physician's certificate to be filed by the teacher with the School Business Administrator after five successive school days of absence.

3. If an employee uses no sick days during the school year, the District shall award a bonus of \$400.00, payable at the close of the fiscal year for each year of this contract.

Payment to be prorated on the number of days employed per week:

B. Death in Immediate Family:

1. An allowance of up to five (5) working days shall be granted for a death in the immediate family. Immediate family should be considered to be: mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, or person living in employee's immediate household.

2. An allowance of up to two (2) working days shall be granted for a death of other extended family. Extended family shall be considered to be: brother-in-law, sister-in-law, aunt, uncle, or grandparents.

C. Personal Days:

1. Employees shall be entitled to two personal days during the school year for conducted personal, legal, or family business which requires absence during school hours. Application to the principal for personal leave shall be made at least three days in advance except in case of an emergency. Personal days shall not be taken before or after a school holiday, including the NJEA Convention, except in an emergency.

2. Unused personal days shall accumulate as sick days at the close of the school year. Personal days for part time employees shall be prorated.

D. Extended Leaves of Absences:

1. Any person actively employed under contract may be granted leave of absence without pay, when for reasons of disability (including maternity), he/she is unable effectively to carry out his/her duties. The statement of the employee, supported by the statement of his or her physician, shall be prima-facie evidence as to capacity or lack of capacity, but the board may consider actual performance or other relevant evidence and may require an independent examination by an appropriately qualified physician. Ability to perform customary duties effect upon children in the educational process, unusual vulnerability of the teacher to harm, or risk to others, shall be proper factors for consideration.

2. No person shall be prevented from returning to work after disability leave of absence solely on the grounds that there has not been a time lapse between the disabling event (including childbirth) and date of return. Time of return shall, however, be by agreement between the employed and the Board of Education, taking into consideration the state of recovery, and the needs of the system. The person may, in any event, return if physically qualified at the beginning of the next or second, succeeding, school, year. Return at other times shall be by agreement.

3. Leaves of absence under other circumstances may be granted by joint agreement of the Board of Education and the staff member.

4. Upon return from a leave of absence, a staff member shall be placed on the same salary guide step that they were on at the time of the commencement of the leave of absence and receive accumulated benefits, but not retroactively, according to his/her seniority at the time the leave commenced. Time accumulated during leave of absence shall not constitute service for seniority and/or gaining tenure.

E. Retirement Privileges:

1. Full time employees shall have the option, upon retirement, of remaining in the employer district's Health Benefit Plan, payment of employee and dependent premium to be paid by staff member yearly or quarterly in advance to the district, to be paid monthly under district's billing.
2. The employer agrees, upon the retirement of staff members under the State Pension Plan (s), that payment of unused accumulated sick days will be made to the employee at the rate of \$50.00 per day up to a maximum of \$5,000.00. Payment to be prorated on the number of days employed per week.

XVIII

REIMBURSEMENT FOR CONTINUING COLLEGE CREDITS

The Board shall reimburse any certified staff member \$100.00 per college course credit up to a maximum of \$500.00 per year for all course work completed with a "B" average or better. All reimbursable courses must be taken at accredited institutions and all course material must apply toward any of the traditionally recognized educational certifications or degrees. Courses being submitted for reimbursement must have prior administrative approval and be applicable to the teacher's role at Eagleswood Elementary School. Payment is pro-rated to the number of days the staff member is employed in the District.

XIX
HEALTH INSURANCE COVERAGE

A. Health Insurance coverage shall include both employee and dependent benefits, under the State of New Jersey P.P.O. Program. Employees may elect any of the State Health Benefits Program or HMO. The Board will pay an amount equal to the cost of the P.P.O. Program toward any other plan in which the employee elects to participate. That employee must pay only the difference between the P.P.O. Program and the elected Health Benefits Plan. The Eagleswood Township Board of Education shall reimburse the amount of the deductible stipulated by the Preferred Provider Organization (PPO) for any major medical claims (prescription), as opposed to the amount of the deductible in any other health coverage plan, major medical portion, that an employee may opt to chose.

B. The Board shall provide reimbursement for the District employee and their immediate family for dental, prescription, and/or vision care. Payment shall be made semi-annually by voucher with appropriate proof of service provided. Payment shall be made to employees currently employed by District working twenty or more hours per week, the rate of payment shall be \$750.00 per school year.

C. State Disability - The Board shall assume responsibility for half of the cost of belonging to the State Disability Program, which at the present time does not exceed \$76.50 per employee. Effective date 01/01/93.

XX
BOARD POLICY ON SUBSTITUTES FOR SPECIAL TEACHER

In the absence of a special teacher, every effort will be made to employ a suitable substitute for that special teacher.

XXI
EVENTS REQUIRING TEACHER ATTENDANCE.

A. Full time teachers are required to attend the following events:

1. Teacher Orientation
2. Back to School Night
3. Christmas Program
4. Two evening Parent-Teacher Conferences
5. Graduation

B. Part-time teachers are required to attend the following events:

1. Teacher Orientation
2. Back to School Night
3. Christmas Program

XXII
LONGEVITY

All Salary Guides: Beginning at the staff member's 5th year, \$500.00 shall be added to his/her base salary. Beginning at the staff member's 10th year, \$1,000.00 shall be added to his/her base salary. Payment to be prorated on the number of days employed per week.

XXIII
RE-OPENER

At the beginning of the school year and prior to October 15th, either party may request a contract re-opener, during the life of this contract, for language change and/or non-monetary items. Neither party is obligated to agree to such a request for a re-opener.

TEACHER SALARY GUIDES 3,4,5%

STEP	BA	91/92	92/93	BA15	BA30	MA	MA15	MA30
1		24,063	\$24,785	\$25,085	\$25,685	\$26,085	\$26,435	\$26,685
2		25,208	\$25,964	\$26,264	\$26,864	\$27,264	\$27,614	\$27,864
3		26,067	\$26,849	\$27,149	\$27,749	\$28,149	\$28,499	\$28,749
4		26,993	\$27,803	\$28,103	\$28,703	\$29,103	\$29,453	\$29,703
5		27,662	\$28,492	\$28,792	\$29,392	\$29,792	\$30,142	\$30,392
6		28,330	\$29,180	\$29,480	\$30,080	\$30,480	\$30,830	\$31,080
7		28,997	\$29,867	\$30,167	\$30,767	\$31,167	\$31,517	\$31,767
8		29,990	\$30,890	\$31,190	\$31,790	\$32,190	\$32,540	\$32,790
9		32,289	\$33,258	\$33,558	\$34,158	\$34,558	\$34,908	\$35,158
10		34,579	\$35,616	\$35,916	\$36,516	\$36,916	\$37,266	\$37,516
11		36,868	\$37,974	\$38,274	\$38,874	\$39,274	\$39,624	\$39,874
12		39,158	\$40,333	\$40,633	\$41,233	\$41,633	\$41,983	\$42,233
STEP		93/94	BA15	BA30	MA	MA15	MA30	
1		\$25,776	\$26,076	\$26,676	\$27,076	\$27,426	\$27,676	
2		\$27,003	\$27,303	\$27,903	\$28,303	\$28,653	\$28,903	
3		\$27,923	\$28,223	\$28,823	\$29,223	\$29,573	\$29,823	
4		\$28,915	\$29,215	\$29,815	\$30,215	\$30,565	\$30,815	
5		\$29,632	\$29,932	\$30,532	\$30,932	\$31,282	\$31,532	
6		\$30,347	\$30,647	\$31,247	\$31,647	\$31,997	\$32,247	
7		\$31,062	\$31,362	\$31,962	\$32,362	\$32,712	\$32,962	
8		\$32,125	\$32,425	\$33,025	\$33,425	\$33,775	\$34,025	
9		\$34,588	\$34,888	\$35,488	\$35,888	\$36,238	\$36,488	
10		\$37,041	\$37,341	\$37,941	\$38,341	\$38,691	\$38,941	
11		\$39,493	\$39,793	\$40,393	\$40,793	\$41,143	\$41,393	
12		\$41,946	\$42,246	\$42,846	\$43,246	\$43,596	\$43,846	
STEP		94/95	BA15	BA30	MA	MA15	MA30	
1		\$27,065	\$27,365	\$27,965	\$28,365	\$28,715	\$28,965	
2		\$28,353	\$28,653	\$29,253	\$29,653	\$30,003	\$30,253	
3		\$29,319	\$29,619	\$30,219	\$30,619	\$30,969	\$31,219	
4		\$30,361	\$30,661	\$31,261	\$31,661	\$32,011	\$32,261	
5		\$31,113	\$31,413	\$32,013	\$32,413	\$32,763	\$33,013	
6		\$31,864	\$32,164	\$32,764	\$33,164	\$33,514	\$33,764	
7		\$32,615	\$32,915	\$33,515	\$33,915	\$34,265	\$34,515	
8		\$33,732	\$34,032	\$34,632	\$35,032	\$35,382	\$35,632	
9		\$36,317	\$36,617	\$37,217	\$37,617	\$37,967	\$38,217	
10		\$38,893	\$39,193	\$39,793	\$40,193	\$40,543	\$40,793	
11		\$41,468	\$41,768	\$42,368	\$42,768	\$43,118	\$43,368	
12		\$44,043	\$44,343	\$44,943	\$45,343	\$45,693	\$45,943	

CAFETERIA MANAGER 3,4,5%

STEP	91/92	92/93	93/94	94/95
1	14,376	14,807	15,400	16,170
2	14,872	15,318	15,931	16,727
3	15,431	15,894	16,530	17,356
4	15,856	16,332	16,985	17,834
5	16,342	16,832	17,506	18,381
6	16,926	17,434	18,131	19,038
7	17,501	18,026	18,747	19,684
8	18,074	18,616	19,361	20,329
9	18,686	19,247	20,016	21,017
10	19,222	19,799	20,591	21,620
11	19,796	20,390	21,205	22,266
12	20,374	20,985	21,825	22,916

CUSTODIAL 6				
STEP	91/92	92/93	93/94	94/95
1	14,864	15,310	15,922	16,718
2	16,103	16,586	17,250	18,112
3	17,341	17,861	18,576	19,504
4	18,580	19,137	19,903	20,898
5	19,819	20,414	21,230	22,292
6	21,057	21,689	22,556	23,684
7	22,296	22,965	23,883	25,078
8	23,534	24,240	25,210	26,470
9	24,773	25,516	26,537	27,864
10	26,012	26,792	27,864	29,257
11	27,250	28,068	29,190	30,650
12	28,489	29,344	30,517	32,043

COOK				
10 MONTH S	91/92	92/93	93/94	94/95
1	9,857	10,153	10,559	11,087
2	10,196	10,502	10,922	11,468
3	10,537	10,853	11,287	11,852
4	10,876	11,202	11,650	12,233
5	11,218	11,555	12,017	12,618
6	11,871	12,227	12,716	13,352
7	12,212	12,578	13,081	13,736
8	12,552	12,929	13,446	14,118
9	12,887	13,274	13,805	14,495
10	13,226	13,623	14,168	14,876
11	13,566	13,973	14,532	15,258
12	13,906	14,323	14,896	15,641

INST. AIDE 10 MO. 3,4,5%

INST. AIDE				
STEP	91/92	92/93	93/94	94/95
1	10,290	10,599	11,023	11,574
2	10,690	11,011	11,451	12,024
3	11,090	11,423	11,880	12,474
4	11,490	11,835	12,308	12,923
5	11,890	12,247	12,737	13,373
6	12,290	12,659	13,165	13,823
7	12,739	13,121	13,646	14,328
8	13,188	13,584	14,127	14,833
9	13,645	14,054	14,617	15,347
10	14,096	14,519	15,100	15,855
11	14,545	14,981	15,581	16,360
12	15,003	15,453	16,071	16,875

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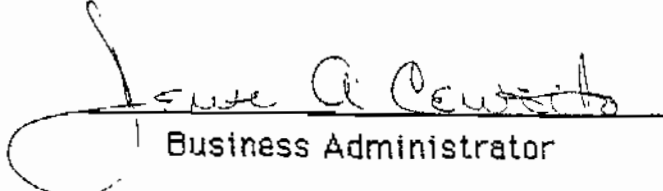
**XXIV
COMPENSATION**


The salary schedule appended hereto and approved by the parties shall be the basis for compensation of the teaching staff members covered hereby, subject to all provisions of law relating to modification of salary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and secretaries this 16th day of March, 1992

ATTEST:


EAGLESWOOD TOWNSHIP
BOARD OF EDUCATION

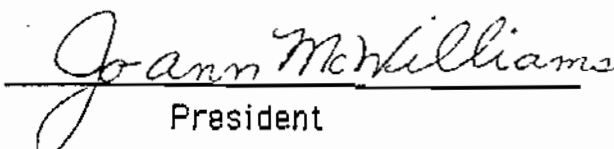

Business Administrator


School Board President

ATTEST:

EAGLESWOOD TOWNSHIP
TEACHER'S ASSOCIATION


Secretary


President