

THIS BOOK DOES NOT CIRCULATE

CURTIS W. CURRY

PREAMBLE

7/1/77-6/30/78

This Agreement entered into this 17th day of March, 1977 between the Cedarville Teacher's 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 year 1976-1977 for a one year period, terminating on June 30, 1977, 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 by this Agreement as set forth below, 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, 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 must begin by October 4th of each 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 decisions affecting a teacher or a group of teachers.

B. Policy

Any individual member of the teaching staff shall have the right to appeal the application of policies and administrative decisions affecting him through proper administrative channels. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He and the Professional Rights and Responsibilities Committee shall have the right to present an appeal to the Board in person.

C. Procedure

1. After a reasonable knowledge, if any employee has a grievance, it should be discussed with the Administrative Principal in an attempt to resolve the matter informally within 60 school days.

2. (a) If, as a result of discussion, the matter is not resolved to the satisfaction of the grievant, he shall formally submit the grievance in writing to the Administrative Principal within five days.

(b) The Administrative Principal shall communicate his decision to the grievant in writing within five (5) school days of receipt of the written grievance.

3. If the grievant is not satisfied with the Administrative Principal's decision, he may submit his grievance to the Professional Rights and Responsibilities Committee in writing within five (5) school days. The Committee is made up of three (3) teachers elected from the faculty.

4. The Professional Rights and Responsibilities Committee shall forward a full report, in writing, to the Secretary of the Board within five (5) school days.

5. The Professional Rights and Responsibilities Committee, and the grievant, shall meet with the Board at a regular, or special, meeting within ten (10) school days.

6. The Board shall render a decision, in writing, to the grievant and the Professional Rights and Responsibilities Committee within ten (10) school days.

7. Should the grievant not agree with the Board's decision, both parties shall go to Arbitration based on Bill S-1087, which shall be binding to either party.

8. The Arbitrator shall have no power to amend or alter any section of this Agreement.

9. Arbitration costs shall be shared equally by both parties.

#### 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 Board of Education.

###### 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 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 inter-school 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.

## ARTICLE VII

NON-TEACHING DUTIESA. 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, plus playground and cafeteria supervision during lunch periods, and bus loading at the close of the school day.

(b) Keeping Registers - Board adopted Central Registers and half-time Secretary for same.

(c) Correcting standardized tests used at the direction of the Board or the Administration.

## ARTICLE VIII

TEACHER EMPLOYMENTA. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15th.

## ARTICLE IX

SALARIESA. Salary Schedule

The salary of each teacher covered by this Agreement (Schedule "A") is attached hereto and made a part hereof.

## ARTICLE X

TEACHER EVALUATION

A. A teacher shall have the right to review all evaluation 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 four times per year, and any other times as deemed necessary. Tenure teachers shall be formally evaluated one time per year.

D. General Criteria

1. Evaluation by certificated supervisors

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.

3. Standardized tests

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

## ARTICLE XI

### COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints 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.

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, or her, credit.

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 includes 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 or her immediate family may take the day as one of his or her accumulated sick days. If an employee exhausts his or 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 1977-78 school year, teachers shall be entitled to the following leaves of absence with full pay each school year:

##### 1. Personal - Accumulative to 6

Three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the teacher's Principal, or other immediate superior for 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 or 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.

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

INSURANCE PROTECTION

A. Full Health-Care Coverage

For the 1977-78 school year, 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 25% of the cost of Blue Cross. Blue Shield, Major Medical Family Plan or the equivalency 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.

ARTICLE XV

MISCELLANEOUS PROVISIONS

A. Printing Agreement

Copies of this final Agreement shall be printed at the expense of the Board. after agreement, within thirty (30) days after the Agreement 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 XVI

PROFESSIONAL DEVELOPMENT

A. The Board of Education shall pay the cost for one graduate course 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. Evidence of successful completion of course is to be submitted before reimbursement shall take place.



**ARTICLE XVII**  
**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 applications shall continue in full force and effect.

**ARTICLE XVIII**  
**DURATION OF AGREEMENT**

**A. Duration Period**

This Agreement shall be effective as of July 1, 1977, and shall continue through June 30, 1978. This Agreement shall not be extended orally, and it is 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 by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

**CEDARVILLE TEACHERS' ASSOCIATION**

By Elizabeth R. Nardelli  
President, Cedarville Teachers' Association

By Joyce A. Whitaker  
Secretary, Cedarville Teachers' Association

**LAWRENCE TOWNSHIP BOARD OF EDUCATION**

By Anthony Kuper  
President, Lawrence Township Board of Education

By Robert Hines Jr.  
Secretary, Lawrence Township Board of Education

**SALARY SCHEDULE**  
**1977-1978**  
**SCHEDULE "A"**

<u>Years of Employment</u>	<u>Non-Degree</u>	<u>Bachelor's</u>	<u>Bachelor's &amp; 30 Graduate Credits</u>	<u>Masters</u>
1	9,400	9,600	9,850	10,150
2	9,750	9,950	10,200	10,500
3	10,100	10,300	10,550	10,850
4	10,450	10,650	10,900	11,200
5	10,800	11,000	11,250	11,550
6	11,150	11,350	11,600	11,900
7	11,500	11,700	11,950	12,250
8	11,850	12,050	12,300	12,600
9	12,200	12,400	12,650	12,950
10	12,550	12,750	13,000	13,300
11	12,950	13,150	13,400	13,700
12	13,350	13,550	13,800	14,100
13	13,750	13,950	14,200	14,500
14	14,150	14,350	14,600	14,900

**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.