

4-0341

10-24

1974-5 to 1976-7

AGREEMENT BETWEEN THE

BOARD OF EDUCATION OF TEWKSBURY TOWNSHIP

AND THE

TEWKSEBURY EDUCATION ASSOCIATION, INC.

PREAMBLE

RECOGNITION

A. Unit

The Tewksbury Township Board of Education (the Board) recognizes the Tewksbury Education Association (the Association) as the exclusive and sole representative for collective bargaining concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, on a per diem basis, employed by the Board including: all teachers, teacher aides, librarians, library aides, custodians, cafeteria personnel (hereinafter collectively referred to as Members), but excluding administrators and administrative secretaries.

B. Definition of Teacher

Unless otherwise indicated, the term Teacher herein shall refer to all teachers and librarians.

I. ATTENDANCE HOURS REQUIRED OF TEACHERS

A. School Day

As professionals, the 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. The Teachers' normal workday shall be from 8:20 to 3:30. This includes a duty free lunch period of not less than 30 minutes and not less than 135 minutes of preparation time per week, with additional time as scheduling permits, during which time they shall not be assigned to other duties, except in emergencies. Whenever possible, one preparation period will be provided per day, and when scheduling permits an effort shall be made to equalize preparation time throughout the district. Preparation time is to be utilized for professional improvement and curriculum development. Early departure for professional or personal reasons may be granted at the discretion of the Administration.

Exceptions to the normal workday are: regularly scheduled faculty meetings and parent-teacher conferences. In addition, it has been deemed especially beneficial to hold programmed evening conferences in order to coordinate and cement school-parent-teacher-student relationships. Such a program of school-wide evening conferences may be scheduled by the administration yearly.

B. School Year

The school calendar for the next year shall be reviewed by the Association each year 2 months before school closing and prior to its adoption. After review by the Association, the Administration shall meet with the Association representative at which time the suggestions of the Association shall be

considered. There shall be no change in the adopted calendar without prior consultation with the Association.

The in-school work year of teachers employed on a ten (10) month basis, other than new personnel who may be required to attend an additional one (1) day of orientation, shall not exceed one hundred and eighty-seven (187) days.

C. Meetings

A day shall be set aside for weekly staff meetings starting about ten minutes after student dismissal time. The Association and the Administration shall confer periodically on a mutually agreeable day which shall be followed except in emergencies. Teachers shall be notified of changes in meeting schedule at least two (2) days in advance. The Administration shall provide the Teachers with a proposed meeting agenda at least one (1) school day prior to the meeting, except in emergency. The Teachers shall have the opportunity to suggest items for the agenda through their liaison representative. Efforts shall be made to limit meeting time to one hour. One of the periods reserved for such staff meetings within each two month period shall be made available for an Association meeting.

II. TEACHERS' ASSIGNMENTS

Teachers shall be given written notice of their class, subject assignments, and proposed textbooks for the forthcoming year by June 1, except in case of emergency.

III. TEXTBOOKS AND CURRICULUM DETERMINATION

It is of the utmost importance that teaching methods and materials, curriculum content, textbooks, and the coordination and structure of programs be continually reviewed and improved. With this goal in mind, the Association and Board agree to establish Curriculum Committees and arrange in-service

courses, workshops, conferences, and programs designed to improve the quality of instruction. Curriculum sessions shall be scheduled as the need arises. Curriculum sessions may be initiated at the request of the Teachers or the Administration, using Form T-173, stating reasons. Unless otherwise agreed by all parties, such requests shall be submitted at least thirty-one (31) days prior to the proposed session. Curriculum sessions shall be subject to approval by the Board.

IV. ASSIGNMENT OF NON-TEACHING DUTIES

The Board and Association acknowledge that the Teachers' primary responsibility is to teach. It is the policy of the Board to work towards the greatest utilization of the Teachers' time in the performance of teaching and directly related duties. Therefore:

1. daily collection of money shall not be required of the Teachers;
2. unless otherwise agreed upon, Teachers shall not be required to perform non-teaching duties including, but not limited to, supervision of the cafeteria, keeping registers, typing, duplicating instructional materials, and scoring standardized achievement and intelligence tests;
3. members shall not be required to drive students to activities away from the school building, but may do so, voluntarily, with advance approval of the Administration. Upon request and submittal of voucher within thirty (30) days, the Member shall be compensated for use of his own automobile for such purpose at the then current standard mileage rate permitted by the Internal Revenue Service for business purposes, but in no event less than \$0.15 per mile.

V. STAFF AIDES

The Board shall provide at least 12 hours teachers' aide time per day.

VI. TEACHER EVALUATION

The primary aim of evaluation shall be the improvement of instruction.

- OR
NE
WMS
1. A self-evaluation guide, ~~prepared by a Faculty Committee~~ will be given to all new Teachers at the beginning of the school year.
 2. Early in the year, the Administration shall inform the Teachers of its evaluation method and criteria.

Teachers whose contract renewal is in jeopardy shall be informed thereof by Christmas vacation. Failure to so inform shall not preclude implementation of the sixty (60) day clause of the individual's contract.

3. Teachers being evaluated will have the opportunity to discuss and review the evaluation before it is submitted for final typing for placement in the teachers' personal folder. All evaluations shall be discussed with the teacher on the same day as the evaluation, if mutually convenient, but in any event within five (5) school days.
4. Any complaints regarding a Member made to the Administration by any parent, student, or other person, which are used in any manner in evaluating a Member, shall be promptly investigated and called to the attention of the Member. The Member shall be given the opportunity to respond verbally or in writing to such complaint and shall have the right to be represented by the Association at any meeting or conference regarding such complaint.

VII. LEAVES OF ABSENCE

It is agreed by all parties that this section provides for leaves for specific purposes and that all parties abide by the spirit of this policy.

A. Sick Leave

1. Members under ten (10) month contract shall be entitled to ten (10) sick days each school year, and Members under twelve (12) month contracts shall be entitled to twelve (12) sick days each school year, as of the first official day of their contract year, whether

or not they report for duty on that day. Unused sick leave shall be accumulated from year to year with no maximum limit.

2. Ten (10) additional service sick days, which shall be non-cumulative, will be provided when all accumulated sick leave has been used. A doctor's certificate may be required by the Board.

B. Emergency and Personal Business Leave

Members shall be entitled to the following temporary leaves of absence with full pay:

1. Two (2) days leave of absence for personal business. Written notice of such leave shall be given to the Administration at least one week before taking such leave, (except in case of emergency), and the Member shall not be required to state the reason for taking such leave other than that he is taking it under this Section. One day of unused leave from the previous year may be accumulated and used the following year. No more than three (3) days leave may be taken under this section in any year.
2. Reasonable time off in the event of death or serious illness in the family may be granted by the Administration.
3. The equivalent of three school days annually may be used for Association business with the concurrence of the Administration.
4. Up to one day off may be granted in the case of death of a student, Member or Member's spouse or children for the appropriate number of Members, as determined by the Administration.
5. Military Reserve leave shall be granted as required by law. The Board reserves the right to appeal for delay of duty to and after the end of school.

C. Leaves Without Pay

Other leaves of absence may be granted by the Board on the recommendation of the Administration as follows:

1. Leaves for extreme family emergency, without time limitation, except that leaves for maternity or adoption shall be limited to two (2) years. Teachers returning from leave for maternity or adoption shall notify the Board prior to April 1 of the calendar year they intend to return.
2. Leaves for study purposes:
 - a. Eligible to tenure teachers, with the concurrence of the Administration and approval of the Board.
 - b. Only one teacher shall be granted such leave at a time, except in an emergency and when approved by the Administration and so granted by the Board.
 - c. The Board and Association agree that leaves for more than one year are not advisable.

D. Sabbatical Leaves

Sabbatical leaves of absence for approved courses of study only, for either one-half the school year or the full school year, at seventy-five (75) percent of the teacher's then current annual salary in either event, may be granted by the Board to a teacher applying therefor having the recommendation of the Administration and of a Teachers' Committee. Requests for sabbatical leave of absence will be considered only from teachers who will have accumulated at least seven (7) years' continuous service in the Tewksbury Township Schools (unless interrupted by leave pursuant to Article VII, Section C).

Such requests shall be submitted in writing to the Administration, outlining the proposed course of study. Requests must be received by the Administration not later than October 1, of the year prior to the requested leave, and shall be forwarded to the Board within thirty (30) days with the

recommendation of the Administration and the Teachers' Committee.

Teachers on sabbatical leave shall accumulate experience credit on the salary guide, and they shall be entitled to tuition refund in accordance with Article XI, Section D, hereof.

Sabbatical leaves are subject to the following provisions:

1. Full year sabbatical leaves shall begin on September 1 and end on June 30. Half-year sabbatical leaves shall begin on the first day of the term and end on the last day of the term, as designated by the current calendar of the institution attended.
2. Only one (1) teacher may be on sabbatical at any time.
3. While on sabbatical leave, teachers may not engage in paid employment of any kind without prior written permission from the Administration, which shall not be unreasonably withheld if related to the teaching profession.
4. While on sabbatical leave, teachers shall report to the superintendent in writing on October 31, January 31, March 31, and June 30 as applicable, and at other times on request, on their progress in their course of study, summarizing information gained during the leave and specifically setting forth any ideas resulting therefrom which may be of value to the Tewksbury School District. The final report shall include a summary of the experiences and conclusions relevant to possible improvement of the Tewksbury Township Schools.
5. Upon receipt of the final report, the Board shall pay to the teacher the remaining 25% of the salary not previously paid for the year the sabbatical leave is taken in three equal annual installments, the first installment falling due at the end of the first full year of the teacher's service within the Tewksbury Township Schools following his return from the leave.

VIII. GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a Member or Members and/or its interpretation, meaning and application of any of the provisions of this Agreement.

WMS
B.R.
V.R.

B. Philosophy

The purpose of this procedure is to secure promptly and at the lowest level equitable solutions to grievances.

Proceedings shall be kept as informal and as confidential as may be appropriate at each level of the procedure.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. If either party fails to follow the time limit, the grievance shall be waived or moved to the next step, depending upon which party fails to follow the procedure agreed upon.
3. 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, harm could result to a party in interest then the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as practicable.

4. The meetings and hearings shall be conducted in private.

D. Levels of Procedure

1. Level One

A Member with a grievance may discuss it with his immediate supervisor, through the Association's designated representative, if desired, with the objective of resolving the matter informally.

2. Level Two

If the aggrieved Member is not satisfied with the disposition of his grievance at Level One, he may submit it in writing to the Association Executive Committee within five (5) school days after the decision at Level One, or within ten (10) school days after the grievance was presented, whichever is sooner. Within three (3) school days after receiving the written grievance, a representative of the Executive Committee shall submit it in writing to, and confer with, the immediate supervisor of the aggrieved Member. The immediate supervisor, upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall meet with the aggrieved Member or his representative within five (5) days (designated school holidays excepted) of receipt of such report. Decisions rendered at Level Two and at all subsequent levels of the grievance procedure shall be in writing, setting forth the decisions and reasons therefor, and shall be transmitted to and be signed by all involved parties.

3. Level Three

If the aggrieved Member is not satisfied with the disposition of his grievance at Level Two, he may submit it in writing to the next higher level of supervision within five (5) school days after the decision at Level Two, or within ten (10) school days after the

grievance was presented at Level Two, if no decision was reached, whichever is sooner. The parties shall attempt to resolve the matter at that next higher level of supervision as quickly as possible, and for that purpose, a meeting shall be held within five (5) days of submission to that next higher level of supervision (designated school holidays excepted), unless that next higher level of supervision is the Board, in which event the grievance shall immediately proceed to Level Four.

4. Level Four

If the aggrieved Member is not satisfied with the disposition at the preceeding levels, or if no decision has been rendered by the appropriate supervisor at Level Three, he may, within five (5) days, request the Association Executive Committee to submit his grievance in writing to the Board through the Personnel Committee. The Board and the aggrieved Member shall attempt to reach agreement. If no agreement is reached, the Board and/or the aggrieved Member may request the services of a mediator, who shall be selected by mutual agreement of the parties, to mediate and advise. The mediator shall set forth in writing his findings of fact, reasoning and conclusions on the issues submitted. The cost of mediation shall be shared equally by the parties. The parties will give due consideration to the mediators findings, reasoning and conclusions.

IX. TEACHER EMPLOYMENT

A. The Board agrees to hire only properly certified teachers holding or working toward standard certificates issued by the New Jersey Board of

Examiners for every regular teaching assignment. The Board reserves the right to hire non-degree teachers in case of emergency, but may require them to continue working toward a degree.

- B. Credit not to exceed two years for military service or alternative civilian service required by Selective Service, shall be given upon initial employment. At the discretion of the Board, credit may be given on the same basis for Peace Corps, Vista, National Teacher Corps, or Fullbright Scholarship time.
- C. Full credit shall be granted for all years of full-time teaching experience at any state-accredited school.
- D. No later than April 1 of each school year, the Administration shall deliver to the Association a list of known vacancies which may occur during the following school year. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Administration not later than April 15. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred in order of preference.
- E. Teachers shall be given their contracts no later than five (5) days following the regular April Board meeting or contract ratification by both parties, whichever comes later.

X. TEACHER-ADMINISTRATION LIAISON

The Association shall select an individual for each school building who may meet with the Administration twice monthly to discuss local school problems and practices, and to play an active role in the revision or development of

building policies. Also, this representative may suggest items to be placed on the agenda for teachers' meetings. Members having suggestions or requests may forward them to the liaison representative. Meetings between the Administration and the representative shall be set up at the request of either party.

XI. COMPENSATION

A. Salaries

1. Teachers Salary Guide

<u>Step</u>	<u>1974/1975</u>	<u>1975/1976</u>	<u>1976/1977</u>
1	\$ 8,600	\$ 8,900	\$ 9,200
2	9,200	9,500	9,800
3	9,850	10,250	10,700
4	10,200	10,600	11,060
5	10,700	11,200	11,750
6	11,100	11,600	12,150
7	11,500	12,000	12,550
8	12,000	12,600	13,250
9	12,400	13,000	13,650
10	12,725	13,325	13,975
11	13,050	13,650	14,300
12	13,475	14,175	14,925
13	13,775	14,475	15,225
14	-----	-----	15,575

BA/BS + 15 add \$300 to above guide. BA/BS + 30 or M.A. add \$600 to above guide.

2. Lateral Moves Across the Guide

A teacher anticipating a lateral move across the guide (e.g., moving from B.A. to B.A. + 15) must inform the Administration using form T-175 on or before October 1, of the year preceeding such anticipated move, in order that the Board may budget accordingly.

3. Cafeteria Staff Salary Guide (per hour)

<u>Step</u>	<u>1974/1975</u>	<u>1975/1976</u>	<u>1976/1977</u>
1	\$2.25	\$2.40	\$2.55
2	2.50	2.65	2.70
3	2.80	2.95	3.10
4	2.90	3.05	3.20

Assistant Manager: (Step 4) X (1.2)

Manager: (Step 4) X (1.6)

Staff member responsible for transporting food from Old Turnpike to Sawmill School shall be paid an additional \$250.00 annually.

4. Custodial Salary Guide (per hour)

<u>Step</u>	<u>1974/1975</u>	<u>1975/1976</u>	<u>1976/1977</u>
1	\$2.65	\$2.80	\$2.95
2	3.10	3.30	3.50
3	3.70	3.90	4.15
4	4.25	4.50	4.75

After ten (10) years' service in the Tewksbury Township School

District: Step 4 plus \$0.30/hour.

Overtime - 1 1/2 times the hourly rate, after 40 hours weekly.

Custodians who work 20 hours or more weekly shall have all legal

State and Federal holidays observed by the school off with pay.

If required to work on these holidays, they shall be paid double time.

Vacation: One week after one year;

Two weeks after two years;

Three weeks after five years;

Four weeks after fifteen years.

The Board of Education shall pay for all license renewals required yearly by the State, including, but not limited to all boiler licenses and school bus driver's licenses.

5. Teacher Aide Scale (per hour)

<u>Step</u>	<u>1974/1975</u>	<u>1975/1976</u>	<u>1976/1977</u>
1	\$2.40	\$2.55	\$2.70
2	2.65	2.80	2.95
3	2.90	3.10	3.30
4	3.10	3.30	3.50
5	3.35	3.55	3.75

6. Library Aide Scale (per hour)

<u>1974/1975</u>	<u>1975/1976</u>	<u>1976/1977</u>
\$4.50	\$4.75	\$5.00

B. Honoraria

1. Athletic Program

Sports (All sessions will last a minimum of one hour and 15 minutes)

Advisors:

Intramural	\$9.00/session
Interscholastic	\$11.00/session
Official-Interscholastic	\$8.00/game
Tournament	\$10.00/game

*B.R. Officer -
NE.
X
AMS*

2. Non-athletic Extra Curricular

a.	Curriculum Development on non-school time:	
	Half session (minimum of three (3) hours):	\$10.00/session
	Full session (minimum of six (6) hours):	\$20.00/session
b.	Safety Patrol	\$175.00/year
c.	Cheerleading	\$9.00/session
d.	Productions (incl. yearbook)	\$9.00/session

The number of after-school sessions must be approved by the Administration.

3. At the beginning of each year, notices shall be posted that these opportunities exist. Interested Members must notify the Administration in writing within five (5) school days of the day the notices are posted. Selection of the advisors for these jobs shall be at

the discretion of the Administration and with Board approval. The chosen advisors for these jobs may be relieved of these with Board approval when it becomes apparent that such extra duties in any way interfere with performance of their primary duties.

C. Salary Renegotiation

1. In the event the unadjusted Consumer Price Index first published by the United States Department of Labor, Bureau of Labor Statistics for the New York-Northeastern New Jersey and Philadelphia areas, averaged, for August, 1974 is 18% or more above that for August, 1973, (disregarding subsequent changes, modifications or revision of such indices, if any) then the Association may request renegotiation of all compensation covered by Sections A and B of this Article only, for the remainder of the term of this Agreement, and such compensation shall be renegotiated. Such request for renegotiation must be received in writing by the Secretary of the Board of Education before November 15, 1974.
2. In the event said averaged Consumer Price Index for August, 1975 is 18% or more, above that for August, 1973, then the Association may request renegotiation of such compensation for the school year 1976/1977, and such compensation shall be renegotiated. Such request for renegotiation must be received in writing by the Board Secretary before November 15, 1975.
3. In the event the United States Department of Labor Bureau of Labor Statistics fails to publish said ~~un~~adjusted Consumer Price ~~Index~~ ^{Indices} for the New York-Northeast New Jersey and/or Philadelphia areas for August 1974 or August 1975, the corresponding United States City Average Consumer Price Index shall be substituted for said averaged Consumer Price Index for the purposes of paragraphs 1 and 2 of this

B.R.
112
10
LMS

section. For purposes of this section, the 1967=100 price indices shall be used.

D. Professional Development and Education Improvement

1. The Board shall pay up to six (6) credit hours each for Fall and Spring semester courses taken for professional improvement. Summer courses taken for professional improvement shall be paid for without limitation on credit hours. The discretion of the Board will be used in cases where the number of credit hours in the Fall or Spring semesters each should exceed six (6) hours.
2. A minimum grade of C or its equivalent is required in all cases.
3. No teacher shall be required to take courses in order to be eligible for salary increments.
4. The Board shall pay up to twenty dollars (\$20) per course for text books purchased by the teacher. Upon completion of course, the text books are to become part of the professional library.
5. The Board and the Association encourage teachers to attend the annual N.J.E.A. Convention in order to avail themselves of valuable information leading to improved teaching.

Teachers shall be reimbursed: \$10.00 per diem or \$25.00 for overnight stay. All reimbursements will be made through the voucher system. Convention nights eligible for reimbursement are Thursday and Friday. Staff members applying for overnight reimbursement must submit room bill with voucher.

E. Health and Accident Benefits

As currently provided plus full medical coverage for dependents. This shall apply to all Members who are eligible for Teachers Pension and Annuity

Fund and New Jersey Public Employees Retirement Fund.

F. Early Retirement

Teachers, upon approaching retirement age but in no event before attaining the age of 55, must submit a request for early retirement to the Board at least five (5) years prior to the effect of such early retirement. Such request must be submitted in writing to the Board not later than October 1, of the fourth calendar year preceeding the year during which early retirement is to commence. During the final three years, the early retiring teacher's salary, within the Tewksbury Township Schools, shall be adjusted as follows: year immediately preceeding retirement -- applicable current salary guide plus \$3,000; second year preceeding retirement -- applicable current salary guide plus \$2,000; third year preceeding retirement -- applicable current salary guide plus \$1,000. Requests for early retirement pursuant to this section are revocable only at the discretion of the Board.

G. Summer Pay

1. Members will have the option to have 10% of their pay deducted monthly to be saved for Summer Pay. They will further have the option to receive the total sum at the end of the school year or to have the monthly deduction deposited with the Hunterdon County Teachers Federal Credit Union.
2. In the case of Credit Union deductions, the Board is not responsible for any bookkeeping other than the monthly deposits. All correspondence for individual accounts with the Credit Union is the responsibility of the individual Credit Union member.

3. Once registered in either summer plan, the individual must continue throughout the school year.

XII. TERM OF AGREEMENT

The provisions of this Agreement shall be effective as of July 1, 1974 and shall remain in force and effect until June 30, 1977. This Agreement is made and entered into this 2nd day of April, 1974 by and between the Tewksbury Township Education Association, Inc. and the Tewksbury Board of Education.

Both parties agree that during the term of this Agreement there shall be an opportunity to discuss items needing possible clarification and future Agreement inclusions and exclusions.

Barbara V. Rivell
President, Tewksbury Township
Board of Education

Nancy H. Evans
President, Tewksbury Township
Education Association

William N. Shacht
Secretary, Tewksbury Township
Board of Education

William N. Shacht
Negotiations Chairman, Tewksbury
Township Education Association