

AGREEMENT

Between

THE BOARD OF EDUCATION

TOWNSHIP OF CRANFORD Twp. of

COUNTY OF (UNION) Union

and

CRANFORD EDUCATION ASSOCIATION

Commencing: July 1, 1982

Terminating: June 30, 1984

BOARD OF EDUCATION

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John Witherington, Vice President

Mary Ann Fiorillo

Brenda Klein

Patricia Martinelli

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CRANFORD EDUCATION ASSOCIATION

NEGOTIATIONS COMMITTEE

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Thomas Stagich	Vice President, C.E.A.
Mary Ellen Bergin	Elementary Schools Representative
Alvin Schmidt	Secondary Schools Representative
Raymond White	Secondary Schools Representative
Bernice Pearson	Building Services Representative
Judith Schutzer	Chairperson of Negotiations Team

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Mary Herbst	President
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ATTACHMENTS:

- SCHEDULE A, Salary Policies for Non-Administrative
Instructional Staff, Effective July 1,
1982 through June 30, 1984
- SCHEDULE B, Salary Schedules for Coaches,
Effective July 1, 1982 through June 30, 1984
- SCHEDULE C, Salary Schedules for Non-Athletic Extra
Assignments Including Intramurals,
Effective July 1, 1982 through June 30, 1984
- SCHEDULE D, Salary Policies for Building Services Personnel,
Effective July 1, 1982 through June 30, 1984
- SCHEDULE E, Salary Policies for Office Personnel,
Effective July 1, 1982 through June 30, 1984

PREAMBLE

This Agreement entered into this eighth day of March, 1983, by and between the Board of Education of the Township of Cranford, in the County of Union, New Jersey, hereinafter called the "Board", and the Cranford Education Association, hereinafter also called the "Association".

WITNESSETH

WHEREAS, the Board and the Association have an obligation, pursuant to Chapter 303, Public Laws 1968 as amended by Chapter 123, Public Laws of 1974, to negotiate with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

PURPOSE

The general purpose of this Agreement is in the mutual interest of the Board of Education and its employees to record the terms of the Agreement between the parties signatory hereto arrived at through collective bargaining with respect to rates of pay and other conditions of employment.

The parties signatory hereto recognize that mutual understanding, harmony and cooperation among the employees, covered by this Agreement, and their representatives and the Board of Education is necessary and essential to the furnishing of the public services required of the Board of Education and its employees.

ARTICLE I

RECOGNITION

Pursuant to the provisions of Chapter 303 of the Laws of 1968, as amended by Chapter 123 of the Laws of 1974, the Cranford Board of Education hereby recognizes the Cranford Education Association as the majority representative and as exclusive representative for collective negotiations concerning terms and conditions of employment for the following certificated personnel under contract or on leave, now employed or as shall hereafter be employed by the Board: teachers, librarians, learning disability teacher consultants, nurses, social workers, guidance counselors, and psychologists; and the following non-certified personnel under contract or employment, now employed or as shall hereafter be employed by the Board: secretaries, clerks, custodians and maintenance personnel, but excluding: Superintendent of Schools, Assistant Superintendent of Schools, Director of Special Services, principals, assistant

principals, directors, department chairpersons, Secretary of the Board, school business administrator, business office manager, doctors and dentists, school plant engineer, substitutes, home and supplementary instructors, secretary to the Superintendent of Schools, secretary to the Board Secretary and two secretaries to the Assistant Superintendent of Schools.

ARTICLE 2

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin on a date mutually agreed upon by both parties no later than November 1. Any agreement so negotiated, shall apply to all employees, be reduced to writing, and be signed by the Board of Education and the Association after ratification by the Association and the Board of Education.
- B. During the negotiation, the Board and the Association shall present relevant data, present points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all pertinent records, data and information of the Cranford School District, except confidential information. As soon as it is available, the Board shall provide the Association with a complete tentative line budget for the next fiscal year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. Nothing herein contained shall be construed as a delegation of the authority of the Board of Education to its representatives.

All meetings between the parties shall be scheduled to take place when people employed in their respective units are free from assigned responsibilities and duties unless otherwise agreed.

- D. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this agreement neither party shall be required to negotiate with respect to any material, whether or not covered by this agreement and whether or not the knowledge or contemplation of either

or both of the parties at the time they negotiated or executed this agreement.

- F. 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

GRIEVANCE PROCEDURE

A. Definitions

1. There shall be two types of grievances; the first type of grievances shall permit the Association or an employee to present a complaint concerning the interpretation or application of policies or administrative decisions affecting said employees; the second type of grievances shall be defined as a complaint alleging a violation or misinterpretation of this Agreement. Only those complaints alleging a violation or misinterpretation of this Agreement may be submitted to arbitration as hereinafter provided for.
2. A "grievant" is the person or persons making the complaint.
3. All matters related to discharge or reduction in pay shall not be the subject of a grievance or arbitration, but shall be processed by the grievant to the Commissioner of Education as provided for under Title 18A:1 et seq. as amended.
4. A complaint of a non-tenure employee which arises by reason of his/her not being re-employed, or a complaint by any employee occasioned by lack of appointment to, or lack of retention in any position for which tenure either is not possible or not required may not be appealed further than to the Board of Education and shall not be the subject of any arbitration proceeding.

B. Procedure

1. A grievance to be considered under this procedure must be initiated by a grievant within thirty (30) calendar days from the time when the grievant is apprised of the occurrence constituting the grievance.
2. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits may be deemed to be waiver of further appeal of the decision.

- b. It is understood that an employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
3. An employee who has a grievance as defined in Article 3, A.1., shall first submit a written statement of the grievance and the remedy sought to his/her principal (or immediate superior, if applicable) in an attempt to resolve the grievance at this level. The principal or immediate superior shall schedule a discussion of the matter and render a written decision within ten (10) school days after receipt of the written grievance.
 4. The employee grievant, no later than ten (10) school days after receipt of the decision of his/her principal or other immediate superior, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying:
(a) the nature of the grievance; (b) the nature and extent of any injury, loss, or inconvenience; (c) the results of previous discussions; (d) his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) school days from the receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the employee grievant, to the Association and to the principal or other immediate superior.
 5. If the grievance is not resolved to the grievant's satisfaction, he/she no later than ten (10) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, at its sole option, may permit hearings to take place at the Board of Education level. After a hearing has been held the Board shall review the grievance and render a decision in writing and forward copies thereof to the grievant and to the Association within thirty (30) days following the hearing, or if no hearing is held thirty (30) days following receipt of the appeal. The hearings shall not be plenary in nature and shall only permit the grievant and/or his/her representative to present whatever evidence the grievant and/or the representative deems appropriate; this shall not include any right to cross-examine any members of the Board of Education, administrators or staff members.
 6. If a decision of the Board does not resolve the grievance to the satisfaction of the employee grievant, and he/she wishes further review of the grievance, he/she shall so notify the Association within ten (10) school days of the receipt of the Board's decision. If the Association determines that the grievance should be reviewed, it shall so advise the Board through the Superintendent within twenty (20) school days of the receipt of the Board's decision. A request by the Association or the Board shall then be made to the American Arbitration Association, New York office only, which shall not be referred to the New Jersey Regional office. The decision of the Arbitrator shall be final and binding upon the parties.

7. Rights of Employees to Representation:
 - a. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or at his/her option, by the Association or by a representative selected or approved by the Association.
 - b. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified by the Superintendent that the grievance is in process, and shall have the right to be present and present its views at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
 - c. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievances.
8. If, in the judgment of the Association a grievance affects it or a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly in accordance with the procedure set forth above and the processing of such grievance shall commence at said level. The Association may process such grievance through all levels of the grievance procedure.
9. If a grievance is filed in May or June of any school year, notwithstanding the time periods hereinabove contained, it shall be initiated at the Superintendent's level of the grievance procedure and if not resolved at that step, if otherwise permitted, the grievance shall be presented to the Board of Education so that the grievance can be heard prior to the end of the school year, if at all possible.

(continued)

C. Costs

1. The fees and expenses of arbitration shall be borne equally by the Board of Education and the Cranford Education Association.
2. The costs and expenses for witnesses, transcripts, attorney's expenses, if any, shall be borne by the party utilizing or requesting such services or witnesses.

D. Miscellaneous

1. In the event of arbitration, the Arbitrator shall have no power or authority to add to or subtract from or modify, in any way, the terms of this Agreement.
2. The Arbitrator will be required to issue his/her decision within thirty (30) calendar days from the date of the closing of the hearing. The Arbitrator's decision shall be in writing and will set forth his/her finding of fact and conclusions on the issues submitted. The decision of the Arbitrator shall be binding upon the parties.
3. Grievance and arbitration hearings shall be held after school hours.
4. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to those problems which may from time to time arise concerning matters constituting grievances. Both parties agree that the proceedings provided for above will be kept as informal and confidential as may be appropriate at any level of the procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only parties to the proceedings and their designated or selected representatives and any representative of the Association entitled to be present in cases where employee grievants are not represented by the Association.

ARTICLE 4

EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Laws of 1968 and Chapter 123, Laws of 1974 enacted by the Legislature of the State of New Jersey, and further pursuant to any Amendments to the aforesaid legislation which may be adopted during the course of this agreement, the Board of Education hereby agrees that all employees covered by the terms of this Agreement shall have the right to join and support the Cranford Education Association or any group or association who may properly represent public employees for the purpose of engaging in collective negotiations as defined and provided for by the aforesaid legislation.

- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey school laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be reduced in rank or compensation or deprived of any professional advantage in violation of law. Any such action asserted by the Board, or any agent or representative thereof, shall be heard before the Commissioner of Education and shall not be subject to the Grievance and Arbitration Procedure hereinafter provided for. Any suspension of an employee pending charges shall be without pay but if the employee is found not guilty, he/she shall be compensated for all loss of such pay if ordered by the Commissioner of Education.
- D. Should the Legislature of the State of New Jersey restore the unqualified right to an employee representative on behalf of the employees represented to file grievances and/or arbitrate the issue of discipline, then the same shall be considered as part of the employee rights covered by this Agreement.
- E. Whenever any employee is required to appear before the Superintendent, the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview not later than forty-eight (48) hours before said meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- F. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- G. No adverse recommendation will be made by any administrator to the Board of Education which could affect an employee's rank, salary, adjustment and/or increment without the employee first being afforded an interview concerning such recommendation. At such interview the employee shall have the option of having an Association representative present.
- H.
 1. The personnel files of school district employees which are kept in the Office of the Superintendent of Schools, which files are maintained under the supervision of the Assistant Superintendent, are designated the official personnel files for all employees.
 2. However, to provide for the orderly administration and supervision of the schools, principals may establish building files, which purpose shall be to file copies of all supervisory reports submitted to the Central Office (observations and evaluations); copies of all correspondence addressed to the employee by the building principal; copies of all correspondence addressed to the principal by the employees, which copies indicate thereon that the correspondence is on file in the Central Office; and other correspondence addressed to the employee from other school officials, on which it is noted that building principals were sent a copy.

3. Regulations and procedures regarding access to the official personnel file kept in the Office of the Superintendent of Schools are as follows:
 - a. Upon receipt by the Superintendent of Schools of a written request, any employee may have access to his/her official personnel file. Such review of the file shall be in the presence of the Superintendent, or at the discretion of the Superintendent he/she may delegate this responsibility to the Assistant Superintendent of Schools.
 - b. Upon receipt of the written request the Superintendent shall schedule a mutually convenient time for such review.
 - c. An employee shall have access only to those materials in his/her file dealing with the observation and evaluation of his/her work performance, correspondence, attendance record, health examination and salary information. No employee shall have access to documents relating to his/her initial employment and subsequent employment in cases where an employee resigned and has been reemployed, i.e., application form, closed credentials from placement services, and letters of reference.
 - d. Neither the official personnel file nor any of the documents kept therein may be removed from the Central Office where it is reviewed. An employee may, however, request a photocopy of any of the material which he/she has had the opportunity to review. A charge of ten cents (10¢) per copy will be made for this service.
 - e. Correspondence about any employee which is addressed to building principals or to other administrators or to other school officials shall not be placed in his/her official personnel file unless a dated copy has been given to the employee and the employee has been given the opportunity to submit a response to the correspondence which shall be appended to the initial correspondence.

ARTICLE 5

BOARD OF EDUCATION

MANAGEMENT FUNCTIONS AND RIGHTS

- A. Except as modified, altered or amended by the within Agreement, the Board of Education shall not be limited in the exercise of the statutory Board of Education management functions. The Board, on its own behalf and on behalf of the voters encompassing the area covered by

the Township of Cranford, hereby retains and reserves unto itself, including but not limited to, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of New Jersey, the Constitution of the State of New Jersey, and of the United States, including, but not limited to the following rights, privileges and functions:

1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during their hours of employment.
 2. The right to hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, or their dismissal, demotion or promotion; and to promote, and transfer all such employees except as modified by the terms of the Agreement.
 3. The right to establish grade levels and courses of instruction including, special programs and to provide for athletic, recreational and social activities for students, all as deemed necessary or advisable by the Board.
 4. The right to make final determination and approval of the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees whether related to teaching or non-teaching activities, except as modified by the terms of the Agreement.
 6. The right to relieve employees from duties because of lack of work or for cause, subject to the statutory provisions in such case made and provided.
 7. The right to carry out and/or implement any action mandated by the State Board of Education, the Commissioner of Education or any governmental agency, State, Federal, Municipal or sub-division thereof.
- B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the laws of the State of New Jersey, and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under

Title 18A of the Laws of the State of New Jersey or any other State Laws or regulations as they pertain to education.

ARTICLE 6

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available non-confidential information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agenda and minutes of all public Board meetings, census data, names and addresses of all employees, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees and the teachers and their students.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay except as provided in paragraph C, Article 4.
- C. The Association and its representatives shall be permitted to transact official Association business on school property and hold meetings at all reasonable times, provided that this shall not interfere with or interrupt normal school operations; and provided further, that the principal will be notified in advance.
- D. The Association shall have the privilege to use school equipment on the site, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at all reasonable times when such equipment is not otherwise in use, provided that this shall not interfere with or interrupt normal school operations, and provided further, that the principal will be notified in advance. The Association shall pay for the cost of all materials and supplies incident to such use and assume liability for any damage to any equipment occurring during such use.
- E. The Association shall be assigned adequate space on existing and subsequently created bulletin boards in each building and in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.
- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.
- G. The rights and privileges of the Association and its repre-

sentatives as set forth in this Agreement are intended to be granted only to the Association as the exclusive representative of the employees, and are not intended to create any rights and privileges in any other employee organization.

ARTICLE 7

SCHOOL CALENDAR

- A. The Association shall be furnished a copy of the tentative school calendar with respect to certificated employees and shall have the opportunity to meet and confer with the Superintendent or his/her designee concerning the tentative school calendar prior to its adoption by the Board. A tentative work calendar which may be applicable to custodial and maintenance personnel, and secretaries and clerks, shall be furnished separately after the opportunity is afforded the Association to meet and confer with the Superintendent, and the work days provided for the custodial and maintenance, and the secretarial and clerk personnel shall not be the same as required for teaching personnel. Nothing herein contained shall be construed as conferring any right to the staff to approve or negotiate such calendar.
- B. A statement of work assignment on emergency school closing days shall be published so that it is generally understood which employees perform essential services requiring them to report for work.
- C. The total number of work days for teaching staff personnel shall not exceed 186 days.

ARTICLE 8

TEACHING HOURS AND TEACHING LOAD

- A.
 1. The provisions hereinafter provided for shall be applicable only to certificated personnel and, specifically, shall not be applicable to custodial and maintenance personnel or secretarial and clerical personnel who shall be provided for specially as hereinafter provided.
 2. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Each teacher shall indicate his/her presence for duty by personally signing his/her initials in the "sign-in" column of the faculty "sign-in" roster. Teachers shall indicate their departure by initialing the "sign-out" column.
 3. The arrival and departure times for all teachers shall be as hereinafter set forth and the total school work days shall include a duty free lunch period as set forth in Section "C" of this Article.

- d. Other (including elementary special education teachers) 1 hour
 - e. If the Board finds it necessary to shorten the lunch period of elementary school teachers in grades 1-6 it shall do so in such a manner that the five hours of instructional time for pupils shall not be increased nor shall the work day exceed seven (7) hours and five (5) minutes. If the lunch period is shortened, the elementary school teachers, as aforesaid, shall have the end of the work day shortened to the same extent as the duty free lunch period is shortened. This shall be in addition to the preparation time provided in E-1b of this Article.
2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period.
- D.
1. 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 up to four (4) days each month. Such meetings shall begin as soon as practicable after the student dismissal time and shall run for no more than sixty (60) minutes.
 2. An Association representative may speak to the teachers at any meeting referred to in Paragraph 1 above for at least fifteen (15) minutes on the request of the representative, subject, however, to the requirements of the agenda of the meeting.
 3. The notice of an agenda for any meeting shall be given to the teachers involved at least one (1) day prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- E.
1. Classroom teachers shall, in addition to their lunch periods, have daily preparation time during which they shall not be assigned to any other duties as follows:
 - a. Teachers Grades 7-12 One (1) period
 - b. Elementary School Teachers Grades K-6

In order to provide time to carry on professional activities such as parent and staff conferences, the preparation of instructional equipment and materials, observations of other professional staff members for in-service education and other similar and worthwhile pursuits, each elementary classroom teacher will be released from the regular classroom instructional and supervisory responsibilities for a minimum of 60 minutes per school week as determined by the principal.

The released time assigned will not exceed the time allotment of pupil instruction in the special subject areas such as art, music or physical education. Elementary principals will provide released time for kindergarten teachers within the framework of the building schedule. When feasible, this released time will be scheduled on three or more different school days.

ARTICLE 9

NON-TEACHING DUTIES

(Applicable Only to Teachers)

- A. 1. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his/her principal or immediate supervisor provided he or she holds (1) a valid New Jersey (or other) driver's license with no convictions for moving violations within past three years, (2) a private passenger vehicle of 8 or fewer capacity, with a current New Jersey inspection sticker; and (3) evidence of at least statutorily required insurance coverage. He/she shall be compensated at the rate of seventeen (17¢) cents per mile for the use of his/her own automobile. Effective February 1, 1983, the rate shall increase to twenty (20¢) cents per mile.
2. The Board shall continue to arrange for and maintain appropriate insurance to cover all damages, losses, and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his/her own automobile in the performance of school duties.

ARTICLE 10

TEACHER EMPLOYMENT

(Applicable Only to Teachers)

- A. At the time of initial hiring each teacher shall be placed on his/her proper step of the salary schedule. Full credit on the Teacher Salary Guide shall be given for previous outside teaching experience in a duly accredited United States public school upon initial employment in accordance with existing regulations (Schedule A). Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System shall be given upon initial employment. In computing the total years of creditable service, the final fraction of one-half ($\frac{1}{2}$) year (5 months or more) will be counted as one (1) full year and a smaller fraction will be dropped.
- B. Teachers with previous teaching experience in the Cranford School District shall upon returning to the system receive full credit on the salary schedule for all outside United States public school teaching experience, military experience or alternative civilian service required by the Selective Service System up to the maximum set forth in Section A above. Such teachers who have not been engaged in other teaching or other activities indicated above, shall, upon returning to the system, be restored to the next position on the salary schedule above that which they left provided the said teachers have worked

to January 31 or later in the school year in which they left and/or have worked five (5) months or more in a school year.

- C. Previously accumulated unused leave days will be restored to all teachers returning from leaves of absence.
- D.
 - 1. All teachers shall be notified of their contract and agreed upon salary status for the ensuing year not later than April 30th unless no Agreement has been reached by that date. In this event, all non-tenure teachers shall be informed in writing of the intent of the Board of Education to offer or not to offer a contract for the ensuing year not later than April 30th.
 - 2. In the event an Agreement is not reached by April 30th, all teachers shall be notified of their contract and agreed upon salary status not later than two weeks following the Board of Education's public ratification of the final Agreement.

ARTICLE 11

SALARIES

(Applicable Only to Teachers)

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A; said Salary Guide, Schedule A, shall be enforced in accordance with existing rules and regulations for application thereof.
- B.
 - 1. Teachers employed on a ten (10) month basis shall be paid in twenty(20) equal semi-monthly installments, the first of which shall be made September 15 with succeeding payments to be made on the last day and the fifteenth day of each month when due.
 - 2. If a teacher so elects, he/she may, on the form prescribed by the Business Office, request that a specific amount of his/her monthly net pay be deducted, which sum of monies shall be paid to him/her by separate check at the time the second payroll check is issued in June. There will be only one enrollment period for this savings plan. The final payment will consist of the amount so deducted without interest. It is understood that this plan does not displace the existing Credit Union Payroll Deduction Plan.
 - 3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
 - 4. Teachers shall receive their final checks and the salary explanation sheet for the following year by the last working day in June.

- C. The salaries of certificated personnel covered by this Agreement who are appointed to extra assignments are set forth in Schedules B and C; said salary schedules B and C shall be enforced with existing rules and regulations for application thereof.

ARTICLE 12

TEACHER ASSIGNMENT

(Application Only to Teachers)

- A. 1. All teachers shall be given written notice of their tentative class and subject assignment for the forthcoming year not later than June 15 by their building principals.
2. All teachers shall be given written notice of their class and subject assignments and building assignments for the forthcoming year not later than August 15 by the Superintendent of Schools.
3. In the event that changes in such class or subject assignments or building assignments, are proposed after August 15, the teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association the changes shall be promptly reviewed between the Superintendent or his/her representative and the teacher affected and at his/her option a representative of the Association. In no event may any disagreement as to the change be subject to the grievance procedure.
- B. Teacher assignments shall be made in accordance with the guidelines set forth in existing rules and regulations (Policy No. 4114).

ARTICLE 13

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Any employee who feels that a change in assignment within his/her building would enhance his/her value to the school system or contribute a greater sense of personal and professional achievement and satisfaction should notify his/her building principal or office head.
- B. No later than May 1 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies as of that date.
- C. 1. A teacher who desires to transfer to another building shall file a written statement of such desire with his/her principal not later than March 1 and such statement shall immediately be forwarded by the principal to the Superintendent. Such statement shall include the grade or subject to which the teacher desires to be reassigned and the school or schools to which he/she desires to be transferred in order of preference. The foregoing written statement or application must be renewed

annually, in writing, and be filed not later than March 1 of each school year.

2. Any other employee who desires to transfer to another building shall file a written statement of such desire with his/her principal or supervisor not later than March 1 and such statement shall immediately be forwarded by the principal or supervisor to the Superintendent. Such statement shall include the assignment to which the employee desires to be reassigned and the school or schools to which he/she desires to be transferred in order of preference. The foregoing written statement or application must be renewed annually, in writing, and be filed not later than March 1 of each school year.
 3. The Superintendent shall acknowledge the employee's request for transfer or reassignment within fifteen (15) days of receipt. In the event the request for transfer or reassignment is denied, the applicant shall be so notified within fifteen (15) days after such denial. Upon request, the Superintendent may state the reason or reasons for such denial. However, the decision of the Superintendent with respect to such matters shall be final and binding upon the employee and shall not be subject to the grievance and arbitration procedure.
- D. In the determination of requests for voluntary reassignment or transfer, the wishes of the individual employee shall be considered to the extent that the reassignment or transfer does not conflict with instructional requirements (for teachers only) and is for the best interest of the school system.

ARTICLE 14

INVOLUNTARY TRANSFERS AND REASSIGNMENTS (Applicable Only to Teachers)

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than June 1.
- B. Except in cases of emergency, the Superintendent shall notify the teaching staff of the requirement to fill a vacancy or to make a transfer by posting notice of the same, and if someone volunteers to take the assignment, the Superintendent shall determine in his/her sole discretion whether or not the volunteer is qualified to be given the assignment.
- C. When a teacher is involuntarily assigned to another building, a meeting shall follow between the teacher and the principal at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the assignment to another building, after the meeting with the principal, he/she shall meet with the Superintendent. The teacher may at his/her option have an Association representative at such meeting.

- D. Neither the reasons given nor the involuntary transfer or assignment shall be subject of the grievance or arbitration procedure herein provided; nor may an arbitrator change the assignment made.

ARTICLE 15

PROMOTIONS

- A. Promotional positions are: administrative supervisory positions, department heads, building chairpersons, secretarial-clerical and building service positions on a higher scale on the Salary Guide.

All vacancies in promotional positions, including specialist and special projects teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable, and ordinarily at least five (5) school days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. When the vacancy described in the notice is filled, the Superintendent may destroy all applications for said position.
2. Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session may submit their applications to the Superintendent and an address where they can be reached during the summer. In addition, the Superintendent shall, as far in advance as practicable and ordinarily at least fourteen (14) days before the final date when applications must be submitted, post a list of promotional positions to be filled during the summer period at the administration office, and in each open school, and a copy of said notice shall be given to the Association.

- B. In both situations set forth in Section A above, the job description including the qualifications for the position, its duties and its salary scale shall be posted with the notice.
- C. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

ARTICLE 16

SUMMER SCHOOL, HOME TEACHING AND FEDERAL PROGRAMS (Applicable Only to Teachers)

- A. All openings for positions in the summer school, home teaching, federal projects, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately and timely publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies set forth in ARTICLE 15 of this Agreement. Applications for home teaching positions may be submitted at any time.
- B. In filling such positions, consideration shall be given to the teacher's area of competence, major or minor field of study, quality of teaching performance, attendance record and to experience of teachers who have taught the subject area or grade level in question during the regular school year and/or in summer school. Employees employed in the Cranford School District shall have priority to such assignments over applicants from outside the district.
- C. Salary schedules for positions included in this ARTICLE shall be negotiated under procedures outlined in ARTICLE 2 of this Agreement along with regular salary schedules wherever possible, or at such other times as may be appropriate in order to conform to the time requirements for the implementation of said programs.
- D. Provisions of this Agreement which are pertinent shall apply to teachers holding positions in the summer school, home teaching or under federal programs.

ARTICLE 17

TEACHER EVALUATION (Applicable Only to Teachers)

- A. 1. A teacher shall be given a copy of every class observation report form or evaluation report prepared by his/her evaluators. Any such report shall be given to the teacher during the school day preceding the day of the conference to discuss it. No such

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 form but he/she shall sign a complete form to indicate that he/she has witnessed the contents of the form. Space shall be provided on the evaluation form for the teacher's reaction which he/she will have ten (10) school days to prepare after having first witnessed the evaluation form.

2. Each teacher will be provided with copies of all evaluation reports submitted to the Central Office.
- B. The Board of Education agrees to comply with the Statute pursuant to Title 18 which provides for teacher evaluation of non-tenure teachers.
 - C. All classroom observations of the work performance of the teacher shall be conducted openly and with full knowledge of the teacher.

ARTICLE 18

TEACHER FACILITIES

- A. The Board agrees to maintain current or comparable physical facilities for teachers including faculty rest rooms, faculty lounges, and at the secondary schools, faculty dining rooms. These facilities are not to be used for instructional purposes during the school day except temporarily in the case of emergency.

ARTICLE 19

EMPLOYEE-ADMINISTRATION LIAISON

- A. The Association shall furnish to each school building principal a list of the names of the employees on the committee and what areas are represented. Whoever calls a meeting shall furnish the other party an agenda in advance of the meeting, and the frequency and duration of said meetings shall be reasonable. The forming of any ad hoc committees by the principal or his designee shall not require the consent or approval of the Association.
- B. The Association's representatives shall meet with the Superintendent periodically during the school year to review and discuss current school problems and practices and the administration of this Agreement.

ARTICLE 20

SICK LEAVE

- A. All employees shall be entitled to sick leave days each school year as of the first official day of said school year whether or not they report for duty as hereinafter set forth. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. At least once each year the Board shall inform each employee as to the total number of accumulated sick leave days said employee has and the number of additional sick leave days said employee shall be entitled to for the ensuing year.
- C. Sick leave is defined as absence on work days by an employee from his/her post or duty because of personal disability due to illness or injury.
- D.
 - 1. All ten month employees shall be entitled to thirteen (13) personal sick leave days annually which days may be accumulated if not used.
 - 2. All eleven month employees shall be entitled to fourteen (14) personal sick leave days annually which days may be accumulated if not used.
 - 3. All twelve month employees shall be entitled to fifteen (15) personal sick leave days annually which days may be accumulated if not used.
- E. All sick leave must be reported to the Superintendent of Schools on the Absence Allowance Form within seven calendar days following an employee's return to duty. In cases of more than four consecutive days, the certificate included on the Absence Allowance Form shall be executed by the attending physician.
- F. Sick leave allowance shall be prorated for employees who begin their services one month or more after the work year for their employee category has begun.
- G. Summer School employees are not covered by the above policies, but shall be entitled to one day of sick leave per summer sessions, not cumulative, without loss of pay.

- H. Absences on work days due to personal illness shall be charged to the annual allowance.
- I. Absences in excess of the Annual Allowance shall be charged to the employee's accumulated leave, if any.
- J. In cases of individual hardship, when the number of days absent exceeds the annual and accumulative sick leave benefits, an employee may request from the Board of Education, through the Superintendent of Schools, consideration for extra sick leave benefits.
- K. Commencing with the 1982-83 school year, any employee who has served in the District for twenty (20) years or longer, who has reached the age of fifty-five, retires from active employment and draws a pension from TP & AF or PERS shall be entitled to be paid for accumulated unused sick days within six (6) months from the date of retirement on the following basis:

For each two (2) days of accumulated sick leave one (1) day at Ten (\$10.00) Dollars per day will be paid, said sum not to exceed One Thousand (\$1,000.00) Dollars. To obtain the foregoing allowance an employee must retire on a normal and not deferred retirement basis and, further provided that the person's sick leave accumulation has been calculated or recalculated, as the case may be, to provide that all sick leave utilized each year of employment was first charged to the annual sick leave that could be accumulated, then to the annual sick leave allowance that could not be accumulated, and after that, was charged to the accumulated sick leave that the person had accrued from preceding years of service.

ARTICLE 21

TEMPORARY LEAVES OF ABSENCE

- A. Absences for Personal Reasons
 - 1. Absences for personal reasons shall be allowed each employee without loss of salary, not to exceed three (3) days per year. Unused personal leave days shall not be carried over from one year to the next.
 - 2. Requests for personal leave shall be made on forms provided by the administration and except for those reasons specified in Paragraph A-4 (c) and (d) below, or in the case of an emergency, shall be made at least two (2) school days in advance of the proposed date of leave. All requests shall be countersigned by the principal or head of office and submitted for approval to the Superintendent of Schools.

3. One (1) of the three (3) personal leave days may be taken for any reason important to the employee without stating the reason. This "personal day" will not be available for use on days immediately preceding or immediately following a school holiday or vacation period, or during the month of June.
 4. Two (2) personal leave days may be taken for one or more of the following reasons: (a) religious observance, (b) employee's marriage, (c) illness of a member of the employee's immediate family, the employee's household (any person who regularly resides with and functions on a continuing basis as a member of the employee's family unit, regardless of the nature of legal relationship), (d) death of a relative, friend, or close associate, (e) graduation of the employee, the employee's spouse or children, (f) wedding of a member of the immediate family, (g) legal business matters, (h) for any other reason not specified above and granted at the discretion of the Superintendent of Schools.
 5. In addition to the foregoing three (3) personal leave days per year, additional personal leave days may be granted at the discretion of the Superintendent of Schools upon written application by an individual employee.
 6. Personal leave days for any regular employee whose employment begins after the midpoint of the work year for his/her category will be prorated as follows:
 - a. Ten (10) month employees beginning service after February 1 and eleven (11) and twelve (12) month employees beginning service after January 1 shall be entitled to a maximum of one and one-half ($1\frac{1}{2}$) personal leave days during the remainder of the year.
 - b. Employees of all categories whose employment begins after April 1 shall not be entitled to personal leave days during the remainder of that year.
 7. Persons employed on a half-time annual salary basis shall be entitled to a maximum of one and one-half ($1\frac{1}{2}$) personal leave days.
- B. In addition to temporary leaves of absence for personal reasons pursuant to Section A above, employees shall be entitled to the following non-accumulative leaves of absence each year with full pay except as otherwise specifically provided:

1. Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system, other than for action against the Board.
 2. Time necessary for jury duty as follows:
 - a. All certified personnel are automatically exempt by law from serving on jury duty and shall not be entitled to claim personal leaves of absence for this reason.
 - b. All non-certificated personnel who are called to serve on jury duty shall receive their full salary during the period of jury duty less the amount of compensation paid them for jury service.
 3. Absences not to exceed five (5) days each year for each death, not cumulative, shall be allowed without loss of salary because of the death of a member of the employee's household, his/her natural parent, spouse, spouse's parent, child or sibling.
 4. Such other leaves of absence with pay as may be granted by the Superintendent of Schools at his/her discretion for valid reasons.
- C. Leaves taken pursuant to Sections A and B above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE 22

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees to consider, upon recommendation of its Superintendent of Schools, extended leaves of absence, some with salary and some without salary, for various purposes indicated hereafter and in accordance with the following procedure:
 1. Except for sabbatical leaves, which shall be applied for by December 31, all other applications for leaves of absences shall be made in writing to the Superintendent of Schools by February 15 of the school year preceding the anticipated beginning of the leave, except, however, maternity leaves shall be applied for when needed. The application for such leave shall set forth adequate statements regarding the type, purpose, the period of the leave, and justification for the leave. The Superintendent shall notify the employee of his/her decision by April 1. In case of emergency affecting the health of the employee, or the welfare of the school system, these deadlines may be waived by the Superintendent of Schools.

2. The Board reserves the right to grant or reject any application on its individual merits. Approval or reasons for disapproval shall be communicated in writing to the applicant by the Superintendent of Schools.
3. Except in the Board's discretion, a leave for a non-tenured employee shall not be extended beyond the contract year in which the leave is granted.
4. During an extended leave, policies providing benefits for current sick leave, bereavement and personal leaves will not apply. Accumulated sick leave available at the beginning of the leave will be preserved.
5. Except for extended leaves with salary and leaves involving creditable teaching or teaching-related experiences, the period of leave will not be counted as credit for salary advancement purposes.
6. An employee on extended leave shall notify the Superintendent of Schools in writing at least six (6) months in advance of the termination date of the approved leave regarding his/her intentions to resume his/her duties with the Cranford School System. Failure to fulfill this obligation may be interpreted as an indication of the employee's intention not to resume his/her position at the end of the approved leave. Such notification may be made a part of the application for the leave if the leave is to be for less than a year.
7. Should the Superintendent of Schools become informed that the purposes and requirements of a leave are not being adequately fulfilled, he/she shall so advise the Board. The Board may terminate the leave as of the date of its violation and its decision shall be subject to the grievance procedure.
8. The Board reserves the right to require evidence of good health at the termination of a leave as a condition of reinstatement to active duty.

B. Leaves for Professional Growth through Study and/or Travel with Salary (Applicable Only to Teachers)

1. This type leave may be granted to any full-time member of the instructional staff who has rendered seven or more years of continuous service to the school system.
2. The leave may be granted for a period of a half school year or a full school year.
3. A detailed plan of study or educational travel to be pursued shall be submitted with the application.
4. The employee on full school year leave for professional growth through study will be paid one-half of his/her regular contractual salary for the period of leave, such payment to be made in accordance with the regular salary schedule of the school system.

5. The employee on half school year leave for professional growth through study will be paid his/her regular contractual salary for the period of leave, such payment to be made in accordance with the regular salary schedule of the school system.
6. The employee on leave for professional growth through travel will be paid one-half of his/her regular contractual salary for the period of leave, such payment to be made in accordance with the regular salary schedule of the school system.
7. The period of leave shall count as regular service for fringe benefits, retirement and salary advancement purposes.
8. Acceptance of this type of leave obligates the employee to resume and to continue his/her service with the school system for a period at least equal to the period of leave, and in any event not less than for one (1) school year. Failing this obligation the employee will be obligated to reimburse the Board the full amount of salary received during the leave unless he/she has become incapacitated, has been discharged or voluntarily released from this obligation by the Board.
9. Should the program of study or travel be interrupted by illness or injury and this fact is promptly reported to the Superintendent of Schools, such interruption shall not constitute a breach of agreement.
10. Upon satisfactory completion of the leave the employee will be returned to service in the school system and his/her salary shall be determined on the same basis as if he/she had rendered full-time satisfactory service in the school system during the period of leave.
11. Subsequent leaves for professional growth may be requested at intervals of seven years of continuous Cranford service.

C. Leaves for Rest or Recuperation Without Salary

1. This type of leave may be granted to any full-time employee who has rendered 15 or more years of satisfactory service in the school system or 15 years of school service outside of Cranford plus 10 years in the local school system.
2. This type of leave may be granted for a period of one-half year or one full year, or for any longer or shorter period at the discretion of the Board without salary.
3. Application for leave shall be accompanied by a statement of need, supported by the employee's principal, head of office and by the school physician.

4. Application for subsequent leaves may be made at intervals of ten years.

D. Other Leaves Without Salary

1. Other extended leaves without salary may be granted by the Board for good reason including (1) formal study, (other than sabbatical leave), (2) prolonged illness or incapacity, (3) major home and family responsibilities, (4) temporary work assignment of spouse away from locale, (5) employment in overseas schools, Peace Corps and other government-sponsored activities and (6) holding an elected position in the NJEA or NEA.

E. Unpaid Maternity Leaves

1. An employee may apply for an unpaid leave of absence due to pregnancy. The application shall be accompanied by a statement from a physician confirming the pregnancy and the anticipated date of birth. If the Board gets sufficient notice the commencement date of the unpaid maternity leave shall be granted as requested. Such leave, when granted to a non-tenured employee, shall not extend beyond the term of the employee's then existing contract.
2. When an unpaid maternity leave due to pregnancy is granted it cannot later be converted to a paid leave either pre-delivery or post-delivery related to that pregnancy.
3. At the time of the grant of the unpaid maternity leave the applicant shall indicate to the Board of Education her intention of seeking a child rearing absence without pay following the delivery due to that pregnancy.
4. A tenured teacher who has been granted an unpaid maternity leave and wishes a child rearing leave shall within thirty (30) calendar days after the delivery of the child apply to the Board of Education for an unpaid child rearing leave as hereinafter provided.
5. The terminal date of the leave may be modified upon application of the employee.
6. It will be assumed by the Board that the employee will resume her duties at the termination of her leave unless arrangements have been made with the Board at least six months in advance, except in cases of emergency, to terminate her employment, to modify the termination date of her leave or to grant another maternity leave.

F. Paid Maternity Leaves

1. An employee seeking a pre-delivery medical sick leave is expected to work up to the time her doctor certifies that she is no longer able to work due to medical disabilities.
2. If an employee seeks to establish a pre-delivery medical disability she shall supply the Board with a detailed medical report which shall support the fact that the employee is disabled and unable to work beyond the date set forth in the medical report. The period of medical disability shall not exceed thirty (30) calendar days unless the doctor furnishing the report states the specific nature of the disability which shall reflect a medical condition beyond the normal disabilities associated with the pregnancy. In such cases where there is a claim for medical disability beyond thirty (30) days the Board reserves the right to have the employee examined by a Board designated physician who shall be specialized in obstetrics and gynecology. If the Board's physician disagrees with the employee's physician as to the nature and/or extent of the disability the employee shall be referred to an obstetrician-gynecologist, certified as a specialist by Overlook Hospital, Summit, New Jersey, whose opinion as to the nature and extent of the disability and the necessity for an extended medical leave beyond thirty (30) calendar days shall be binding upon the employee and the Board.
3. If an employee seeks to establish a post-delivery medical disability she shall supply the Board with a detailed medical report which shall support the fact that the employee is disabled and unable to return to work within thirty (30) calendar days after the delivery due to the pregnancy for which a paid pre-delivery leave was granted. The period of medical disability shall not exceed thirty (30) calendar days unless the doctor furnishing the report states the specific nature of the disability which shall reflect a medical condition beyond the normal disabilities associated with post-delivery disability. In such cases where there is a claim for medical disability beyond thirty (30) calendar days the Board reserves the right to have the employee examined by a Board designated physician who shall be specialized in obstetrics and gynecology. If the Board's physician disagrees with the employee's physician as to the nature and or extend of the disability the employee shall be referred to an obstretrician-gynecologist, certified as specialist by Overlook Hospital, Summit, New Jersey, whose opinion as to the nature and extent of the disability and the necessity for an extended medical leave beyond thirty (30) calendar days shall be binding upon the employee and the Board.

G. Child Rearing Leaves

1. An employee may apply for a child rearing leave, whether due to delivery of a natural child and/or an adoption. Such leave shall be granted without salary.
2. Application for a child rearing leave shall be made within thirty (30) calendar days after the delivery of the child or in cases of adoptions as soon as the applicant knows that the adoptive child will be delivered to the applicant.
3. A child rearing leave of absence, if it is approved in cases of a natural delivery will commence at the termination of the paid or unpaid maternity leave, and in cases of adoptions it will commence upon the delivery of the child to the adoptive parent.
4. A child rearing leave shall be granted to the end of the school year in which the application was made and may be renewed by the employee for an additional school year if the child rearing leave commenced before April 1st and for an additional two (2) years if the leave commenced between April 1st and June 30th.
5. Early Return. If an employee seeking a maternity leave suffers a miscarriage, a stillbirth and/or a child is born which requires being institutionalized then in any of those events the employee may request to terminate the leave which was previously granted. However, it is understood that when the request is made for an early return the employee will be advised of the assignment available and a return date which the Board may fix not later than seventy-five (75) days from the date of the request to return. The employee, upon being advised of the assignment, will then exercise the option of returning to the assignment and the time set by the Board but in no event will an employee be permitted to return between April 1st and June 30th of any school year. If the employee does not elect to return to the assignment offered then the leave shall continue until the commencement of the next school year.

H. Notification of Return

1. If an employee has been granted a child rearing leave the employee must notify the Board of Education on or before March 1st of the year preceding the termination of the leave of his/her intention to return. If the employee fails to advise the Board of his/her intention to return to school at the termination of the child rearing leave then he/she shall be considered as having notified the Board of his/her resignation.

ARTICLE 23

SOLICITING AND SELLING

A. Solicitations by Employees

Employees shall not solicit money or other material contributions from pupils or fellow employees except contributions to the United Fund of Cranford, dues for professional or Association membership, or for welfare and professional purposes.

B. Selling by Employees

Employees shall not sell on behalf of themselves, another person, organization, or agency merchandise or marketable items within their work day or on school property. This prohibition does not apply to the disposal of surplus school property, the selling of school store items, advertising space for school publications, admissions to school-sponsored functions, school produced publications, and instructional supplies and materials approved by the Administration.

C. Soliciting and Selling by Persons other than School Personnel

No soliciting or selling of merchandise or services to employees except by Administration approved vendors of school supplies, equipment, and services shall be permitted within the work day or on school property.

D. Prospect Lists

No lists of pupils or employees shall be submitted to persons, organizations, or agencies outside the school system to be used as a prospect list for solicitation or sales.

ARTICLE 24

PROFESSIONAL DEVELOPMENT AND
EDUCATION IMPROVEMENT
(Applicable Only to Teachers)

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and improvement of instruction.
- B. To work toward the ends stated above, the Board agrees to the following:

1. The Board agrees to make available for the 1982-1983 school year, up to a maximum of \$12,000.00 and for the 1983-1984 school year, up to a maximum of \$12,000.00 for tuition reimbursement purposes in accordance with the following regulations:
 - a. Application for tuition reimbursement shall be made in writing to the Superintendent of Schools within one week after registration for the semester.
 - b. The Superintendent of Schools shall notify the applicant in writing of the approval or disapproval of his/her request within 30 days of the receipt of the application.
 - c. Application for tuition reimbursement shall be made only for courses which are required or may be taken as electives for an approved college or university advanced degree program or for such other courses as the Superintendent may approve on the basis of a written application submitted at least one month prior to the beginning of the course wherever possible.
 - d. Reimbursement for tuition costs will be based on the teacher receiving a minimum of "B" for each course. Where a particular course does not offer the opportunity to obtain a letter or numerical grade higher than a passing grade, reimbursement will be made for a passing grade.
 - e. The maximum number of credits for which reimbursement will be made shall be nine (9) credits in any academic year.
 - f. The maximum tuition reimbursement for each credit shall be that charged by Rutgers, the State University for graduate level courses.
 - g. Reimbursement will be made as follows:
 - (1) Spring Semester and Summer Session courses will be reimbursed during the following fall and Fall Semester courses will be reimbursed during the following spring.
 - (2) The date of payment will be determined by the date of receipt of the official transcript indicating course completion and the date of next regular public meeting when payment orders are approved.

2. Participation by employees in approved in-service activities which are designed to develop increased competency in their assignments shall be made without loss of salary. In-service activities include (a) visits to other classrooms, schools, colleges, industrial or business establishments, etc., (b) conferences, conventions or committee work including other personnel from the district, county, state, region or nation, and (c) training in classes and workshops sponsored by the district or other institutions.
3. All requests for permission to be absent for in-service purposes must be in writing and must have the approval of the principal or other appropriate supervisor and the Superintendent of Schools. Approval will be based on (a) the nature of the activity in relation to the assignment and growth potential of the employee, (b) the availability of substitute service, (c) time limitations in relation to work demands, (d) number of persons involved in applying for in-service activities at a given time, and (e) the relative importance of the project in terms of the needs of the school system.
4. Approval or reason for disapproval for permission to be absent for in-service purposes shall be communicated to the employee in writing.
5. Reimbursement for travel, lodging, registration and meals may be granted at the discretion of the Superintendent of Schools if not otherwise specifically provided for in related policy.
6. Written and/or oral reports to appropriate members of the staff or Board of Education on the in-service activity may be required at the discretion of the Superintendent of Schools.

ARTICLE 25

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

(Applicable Only to Teachers)

- A. A definition of the duties and responsibilities of all administrators, supervisors, teachers and other employees pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each employee at the start of each school year.
- B. When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, a counselor, or a nurse or other specialist, he/she shall so inform his/her principal or immediate superior.
- C. When, in the judgment of the teacher, a student is by his/her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him/her to the principal.

ARTICLE 26

INSURANCE PROTECTION

- A. The Board will provide Blue Cross and Blue Shield hospital and surgical plans, Rider J and a major medical program and shall pay the full premium for each employee and 100% of the premium for the employees' dependents.
- B. The Board will continue the dental insurance coverage which was in effect on June 30, 1982 and will pay for employees only and will pay the premiums therefor during the term of this Agreement.
- C. The aforesaid insurance shall be available to each employee, who by contract, renders not less than twenty (20) hours of service per week.
- D. The premiums for current health and dental insurances will be paid by the Board of Education for the period commencing July 1, 1982 and terminating June 30, 1984.

ARTICLE 27

HEALTH EXAMINATIONS AND REQUIREMENTS

- A. Health examinations and requirements for initial and continuing employment shall be in accordance with existing rules and regulations (Policy No. 4113).

ARTICLE 28

DEDUCTIONS FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its certificated employees dues for the Cranford Education Association, a unified association with its affiliates as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (NJSA 52:14-15.9e) and under the rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Cranford Education Association by the fifteenth of each month following the monthly pay period in which the deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
2. The Board agrees to deduct from the salaries of its non-certificated employees dues for the Cranford Education Association, solely as a local, or associate member dues in the New Jersey Education Association or the National Education Association, or any one or any combination of such associations if said non-certificated employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (NJSA 52:14-15.9e) and under the rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Cranford Education Association by the fifteenth of each month following the monthly pay period in which the deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
3. Each of the Association named above shall certify to the Board in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board sixty (60) days written notice prior to the effective date of such change.
4. Additional authorizations for dues deductions may be received after August 1 under rules established by the State Department of Education.
5. The filing of notice of an employee's withdrawal shall be the fifteenth of June for July 1 termination or the fifteenth of November for January 1 termination.
- B. The Board agrees to deduct from employees' salaries money for local, state and national association services and programs of a continuing or general nature as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deduction discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

C. If an employee does not become a member of the Association during any membership year or part thereof which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

1. The regular membership year for the Association is September 1st through August 31st.

- a. Any employee hired on or after September 1st but prior to January 1st shall be required to pay the representation fee for the entire membership year.
- b. Any employee hired on or after January 1st but prior to July 1st shall be required to pay one-half ($\frac{1}{2}$) the annual representation fee for the membership year ending August 31st.
- c. Any employee hired on or after July 1st but prior to September 1st shall not be required to pay the representation fee until the new membership year beginning September 1st.

2. Procedure

- a. Notification: Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2b, below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association subject to the compliance with and the clearance of requirements of Paragraph 2h below.
- b. Payroll Deduction Schedule: The Board will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforementioned list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - (1) Effective September 1, 1982, ten (10) days after receipt of the aforesaid list by the Board; or
 - (2) Thirty (30) days after the employee begins his or her employment in a bargaining unit position.
- c. Termination: If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fees from

the last paycheck paid to said employee during the membership year in question.

- d. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- e. Changes: The Association will notify the Board in writing of any changes or lists provided for in Paragraph 2a above and/or the amount of the representation fee, and such changes will be reflected in the subsequent pay period in which the computer can accommodate the change after the Board receives the notice.
- f. Indemnification: The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board in reliance upon the representation fee information furnished by the Association, or its representatives.
- g. The Association shall establish a procedure whereby an employee may challenge the deductions taken for such representation fee. Such demand and return system adopted by the Association shall be in accordance with the appropriate statutory and court rulings.
- h. All monies collected under Sections 1 and 2 of this Article shall be held in escrow by the Board of Education until such time as the Federal Court which heard the challenge to the Agency Fee legislation determines the appropriate procedures.

ARTICLE 29

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- B. The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, age, color, religion, national origin, sex, domicile, marital status, handicap or economic status.

- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions(s) of this Agreement, either party may do so at the following address:
1. If by Association, to Board at Lincoln School, Thomas Street, Cranford, New Jersey, or by mail to Post Office Box 646, Cranford, New Jersey 07016, with a copy thereof, to be sent to the Secretary of the Board of Education.
 2. If by Board, to Association at home address of president.
- D. The Board and the Association will each individually reproduce copies of this Agreement, at their respective expense, to meet their respective requirements.
- E. Unless otherwise indicated, the term "teacher" when used in this Agreement shall refer to all certificated employees represented by the Association in the negotiating unit as above defined.
- F. Unless otherwise indicated, references in this Agreement to male employees and teachers shall include female employees and teachers, and words used in the singular shall include words used in the plural where the text so requires.
- G. 1. Teachers who may be required to use their own automobile in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel in accordance with existing rules and regulations (Policy No. 3545.6) at the rate of seventeen (17¢) cents per mile. The foregoing mileage allowance shall include teachers who are required to travel between schools because of their assignments during their lunch period. Effective February 1, the rate shall be twenty (20¢) cents per mile.
2. Child Study Team Members, including psychologists K-8 and learning disability teacher consultants, K-8, shall be reimbursed for in-district travel at the monthly rate of \$13.30, and K-12 social workers shall be reimbursed for in-district travel at the monthly rate of \$26.55 or if they so elect may be compensated at a mileage rate of twenty (20¢) cents per mile for in-district travel, provided, however, when such election is made that it thereafter be reimbursed at the twenty (20¢) cents rate basis and shall no longer receive the monthly allowance basis for travel reimbursement. Rates in this paragraph shall be effective February 1, 1983.

ARTICLE 30

SEPARABILITY AND SAVINGS

- A. If any provisions 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 or applications shall continue in full force and effect.

ARTICLE 31

THE FOLLOWING PROVISIONS WILL BE APPLICABLE
ONLY TO THE CUSTODIAL STAFF

A. HOLIDAYS

1. All custodial and maintenance employees covered by this Agreement shall not receive any deductions from their pay for not working holidays set forth as follows:

Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Veterans Day	New Year's Day
Thanksgiving Day	George Washington's Birthday
Day After Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day

2. In addition to the days hereinabove set forth all custodial employees shall receive one additional holiday which shall be designated as such in a calendar of holidays. The employees will be guaranteed 13 holidays. If any of the aforesaid holidays falls on a Saturday or Sunday and are not otherwise observed the Board will give other days off in substitution therefor either on an individual basis or during school vacation.
3. School Shutdown

When school is not in session employees shall be notified in advance of the situation of the shutdown as to whether or not they will be scheduled or not scheduled for work, as the case may be. If an employee is not scheduled to work it shall not be considered part of the holiday schedule.

B. HOURS OF WORK

1. A work day shall consist of eight (8) consecutive hours exclusive of a lunch period.
2. The normal first shift shall be from 7:30 a.m. to 4:30 p.m. including one (1) hour for lunch.
3. The normal second shift shall be from 11:30 a.m. to 8:00 p.m. including a one-half ($\frac{1}{2}$) hour lunch period.
4. The normal third shift shall be from 3:00 p.m. to 11:30 p.m. including a one-half ($\frac{1}{2}$) hour dinner period.
5. All employees who work the second shift as hereinabove set forth, in addition to their regular pay, shall receive a stipend of \$500.00 per year.
6. All employees who work the third shift as hereinabove set forth,

in addition to their regular pay, shall receive a stipend of \$720.00 per year.

7. Assignments to the second and third shifts shall be offered to the most senior employees and if not filled by the most senior employees volunteering to fill said assignments, then the Board of Education shall assign employees to fill the said assignments in the inverse order of seniority and the third shift shall be filled before the second shift.
8. The Board of Education reserves the right to change work schedules of employees at any time. Any such changes that are brought about by emergency such as, but not limited to, absenteeism of employees, power failure, Act of God, or any other cause which is beyond the control of the Board of Education, shall require no notice of change. All other changes in schedule shall require one (1) week's notice from the Board of Education to any employee affected.

C. OVERTIME

1. Overtime shall be distributed as equally as possible among those employees performing the work in the same classifications.
2. Time and one-half the regular rate of pay will be paid to an employee for performing the following work:
 - a. All hours worked in the excess of forty (40) hours in any work week excluding an unpaid lunch period.
 - b. All hours worked on any of the holidays set forth by the Board of Education in the school calendar made applicable to the building services personnel.
 - c. There shall be no duplication of premiums for the same hours of work.
 - d. It is expected that each and every employee shall perform a reasonable amount of overtime work when assigned.
 - e. Annual stipend for Head Custodians shall be as follows:
 - i. \$555.00 for K-3, K-4, or K-6
 - ii. \$775.00 for K-8
 - iii. \$1,550.00 for the High School - Day Shift
 - iv. \$775 for the High School - Night Shift

D. CALL-IN-TIME

1. Any employee called-in to work after the termination of his/her regular shift, or called-in prior to the start of his/her regular shift, shall be paid for such hours called-in at the rate of one and one-half times his/her regular hourly rate of pay. Call-in prior to the start of a scheduled shift will be calculated in accordance with the

premiums as herein provided up to the start of the regular scheduled shift. Straight time pay will be paid for the duration of his or her shift. The call-in provisions will not be utilized to deprive and employee of his/her working his/her regularly scheduled work shift.

2. Any employee called-in to work after the termination of his/her regular shift shall be guaranteed two (2) hours' pay at the premium rate of pay hereinabove referred to for work performed that is completed within two (2) hours or less. If the work performed exceeds two (2) hours, then the hours worked, multiplied by the appropriate premium rate, shall be the amount of pay earned for the call-in.
3. Any employee called-in prior to the start of his/her regular shift shall only receive the premium rate for those hours actually worked prior to the start of his/her regular shift.

E. VACATIONS

1. Twelve (12) month employees are entitled to paid vacations as follows:

First year through eighth year of employment	Ten work days
Ninth year through the fifteenth year of employment	Fifteen work days
Sixteen years of service	Sixteen work days
Seventeen years of service	Seventeen work days
Eighteen or more years of service	Twenty work days

All vacation schedules are to be approved by the Superintendent of Schools.

A person who has worked less than a full year on a twelve (12) month contract basis shall be entitled to a vacation allowance on a prorated basis as determined by the Superintendent of Schools. (10/12 of a day for each month employed to the nearest half day).

2. Upon termination of employment, personnel on annual contracts will receive compensation for all unused vacation days.
3. All employees entitled to a vacation shall take ten (10) days of the same during the period from the week after school closes for the summer to no later than two (2) weeks before school commences in September. A vacation week may not be split. All employees who are entitled to more than ten (10) days of vacation shall be assigned or shall take the excess vacation beyond ten (10) days between commencement of the school year and June 30th of each school year during inactive periods within the school year. If

an employee is unable because of personal reasons, in the opinion of the Superintendent of Schools, to take all or part of his or her annual vacation during or immediately following the school year in which it is earned, such vacation time can be accumulated for a period of one (1) year and if not then utilized shall cease, terminate and expire.

4. Anything herein stated to the contrary notwithstanding, if a building has up to a maximum of three (3) custodial persons or maintenance persons working then not more than one (1) person from the said school or building may take a vacation period at the same time as another person from the same school or building; in a building or school with five (5) custodial or maintenance persons not more than two (2) persons may take the same vacation period; in a building or school with ten (10) or more custodial or maintenance persons not more than five (5) persons may take the same vacation period. In any case where there is a conflict with respect to the selection of a vacation period the person with the most seniority in the school system shall have a preference to the selection of a vacation period over someone who has less seniority who has selected the same vacation period.
5. Wherever vacation periods conflict with work loads within a respective unit or school, seniority shall prevail within the unit or school, for vacation preference.
6. Any deviation from above shall be approved only in advance by the Superintendent of Schools.
7. Custodians C-1 and C-2 (ten-month employees) shall not be entitled to vacation days but they shall receive the same holidays as teachers except their work year shall begin September 1 and end on June 30.

F. EVALUATIONS

1. Custodial and maintenance employees shall be given a copy of every evaluation report prepared by his or her evaluators. No such report shall be submitted to the Central Office, placed in a custodial or maintenance person's file, or otherwise acted upon, without prior conference with the custodian or maintenance person. No custodian or maintenance person shall be required to sign a blank or incomplete evaluation form but he/she shall sign a complete form to indicate that he/she has witnessed the contents of the form. Space shall be provided on the evaluation form for the custodian or maintenance person's reaction which he/she will have ten (10) days to prepare after having first witnessed the evaluation form.

2. Each custodian or maintenance person will be provided with copies of all evaluation reports submitted to the Central Office.

G. SALARIES

The salaries of all custodial employees covered by this Agreement are set forth in Schedule D; said Salary Guide Schedule D, shall be enforced in accordance with existing rules and regulations for application thereof.

H. TENURE

Custodial employees shall be eligible for tenure under provisions of Title 18A after five (5) consecutive years of probationary service in the district.

ARTICLE 32

THE FOLLOWING PROVISIONS WILL BE APPLICABLE ONLY TO THE SECRETARIES AND CLERKS

A. HOLIDAYS - OFFICE CALENDAR

1. All twelve (12) month employees covered by this Agreement shall not receive any deductions from their pay for not working holidays set forth as follows:

- Independence Day
- Labor Day
- One Day to Attend the NJEA Convention
- Veterans Day
- One-half Day Prior to Thanksgiving
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day'
- New Year's Day
- George Washington's Birthday
- Good Friday
- Memorial Day
- 50% of the Christmas Recess
- 50% of the Winter Recess
- 50% of the Easter Recess

2. Twelve (12) month secretarial and clerical personnel will be guaranteed $13\frac{1}{2}$ holidays which shall be designated in a calendar of holidays. Additionally they will be guaranteed 50% of the Christmas, Winter and Easter recesses as time off.

If any of the aforesaid holidays falls on a Saturday or Sunday, and are not otherwise observed, the Board will give other days off in substitution therefor either on an individual basis or during school vacation. ...

B. SCHOOL SHUTDOWN

1. When school is not in session the employee shall be notified in advance of the shutdown as to whether or not they will be scheduled or not scheduled for work, as the case may be. If an employee is not scheduled to work it shall not be considered part of the holiday schedule.
2. Ten (10) month employees shall receive the same holidays as teachers do provided, however, it is recognized that the ten (10) month secretarial and clerical work year commences on September 1 and terminates on June 30.

C. HOURS OF WORK

1. The normal work day for secretaries and clerks who work in school buildings will be from 8:00 a.m. to 4:00 p.m., including a lunch period of one hour. During the summer when schools are not in session, the work day shall be from 8:00 a.m. to 3:00 p.m., including one hour for lunch. Summer hours are in effect between July 1 and August 31. Summer hours will also be in effect during the Christmas, Winter and Easter Recesses.
2. The normal work day for secretaries and clerks who work in the Central Office shall be from 8:30 a.m. to 4:30 p.m. In the summertime when school is not in session, the work day shall be from 8:00 a.m. to 3:00 p.m. including one hour for lunch. Summer hours are in effect between July 1 and August 31. Summer hours will also be in effect during the Christmas, Winter and Easter Recesses.
3. Overtime shall be paid to secretaries and clerks at the rate of time and one-half their regular hourly rate for all hours worked in excess of thirty-five (35) hours per week.

D. VACATIONS

1. Twelve (12) month employees are entitled to paid vacations as follows:

First year through eighth year of employment	Ten work days
Ninth year through the fifteen year of employment	Fifteen work days
Sixteen years of service	Sixteen work days
Seventeen years of service	Seventeen work days
Eighteen or more years of service	Twenty work days

2. Ten (10) month secretarial clerical personnel who are promoted to twelve (12) month positions shall accrue vacation benefits for the total months of service in both positions as follows:

Twelve months through ninety-six months service effective July 1, 1982	Ten days
One hundred eight months through one hundred eighty months service effective July 1, 1982	Fifteen days
After one hundred ninety-two months service effective July 1, 1982	Sixteen days
After two hundred four months service effective July 1, 1982	Seventeen days
After two hundred sixteen months service effective July 1, 1982	Twenty days

Any employee in this category who has not worked 12 months as of July 1 shall be entitled to initial vacation benefits prorated to 10/12 of a vacation day for each month employed calculated to the nearest half day.

All vacation schedules are to be approved by the Superintendent of Schools.

A person who has worked less than a full year on a twelve (12) month contract basis shall be entitled to a vacation allowance on a prorated basis as determined by the Superintendent of Schools (10/12 of a day for each month employed to the nearest half day).

3. Wherever vacation periods conflict with work loads within a respective unit or school, seniority shall prevail within the unit or the school, for vacation preference.
4. Any deviation from above shall be approved only in advance by the Superintendent of Schools.
5. Upon termination of employment, personnel on annual contracts will receive compensation for all unused vacation days.
6. Ten-month secretarial and clerical employees shall not be entitled to vacation days.

E. EVALUATIONS

1. Secretarial and clerical employees shall be given a copy of every evaluation report prepared by his or her evaluators. No such report shall be submitted to the Central Office, placed in a secretarial or clerical person's file, or otherwise acted upon, without prior conference with the secretarial or clerical person. No secretarial or clerical person shall be required to sign a blank or incomplete evaluation form but he/she shall sign a complete form to indicate that he/she has witnessed the contents of the form. Space shall be provided on the evaluation form for the clerical or secretarial person's reaction which he/she will have ten (10) days to prepare after having first witnessed the evaluation form.
2. Each secretarial or clerical person will be provided with copies of all evaluation reports submitted to the Central Office.
3. Each secretary and clerk shall be evaluated at least one during every work year.

F. SALARIES

The salaries of all secretarial and clerical employees covered by this Agreement are set forth in Schedule E; said Salary Guide Schedule E, shall be enforced in accordance with existing rules and regulations for application thereof.

- G. The Board of Education agrees that non-tenured employees will be rified before any tenured employee is rified provided, however, those employees who remain can perform the required work without additional training.

ARTICLE 33

DURATION OF AND EXECUTION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1982, except where otherwise provided, and shall continue in effect until June 30, 1984, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. 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.

Attest:

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF CRANFORD, IN THE
COUNTY OF UNION

Fred J. Moore
Secretary

By R. W. Nicholls
President

Attest:

CRANFORD EDUCATION ASSOCIATION

Charlotte L. Silver
Secretary

By Mary L. Herbst
President

CRANFORD PUBLIC SCHOOLS
Cranford, New Jersey

SALARY POLICIES FOR NON-ADMINISTRATIVE INSTRUCTIONAL STAFF

(Effective July 1, 1982 through June 30, 1984)

REGULATIONS

This schedule of salary rates establishes the basis of compensation for the various types of teaching services* for the 1982-83 and 1983-84 school years.

Initial placement on the guide shall be determined by (a) level of training and (b) years of creditable teaching, teaching-related, or active military services (maximum of four years credit for military service). Only continuous service (not day-to-day nor on call service) is creditable. Credit for teaching service in non-public schools may be credited in part or in full at the discretion of the Superintendent of Schools. In computing the total years of creditable service, a final fraction of one-half year (5 months) or more will be counted as one full year and a smaller fraction will be dropped.

Movement from any step on an existing salary guide to the corresponding or next higher step on any succeeding year's salary guide will be granted only for continuing satisfactory service as attested by the Superintendent of Schools and approved by the Board of Education.

Continuous service for as long as five or more months of a school year will be counted as a full year of service for movement to the next higher step. A lesser period of continuous service will not be recognized in determining movement to the next higher step.

Movement from a step on one scale to the corresponding step on the next higher training scale (salary reclassification) becomes effective on September first of the year in which the teacher has furnished the Superintendent acceptable evidence of the satisfactory completion of the study required for placement on the higher scale NOT LATER THAN SEPTEMBER THE TENTH OF THE YEAR IN WHICH THE SALARY CHANGE IS TO BE INITIATED: Payment for "salary reclassification" is not retroactive, but is initiated on September first of the year the level of training has been duly certified to and accepted by the Superintendent.

College course credit for advancement beyond Scale IV (Master's Scale) will be granted only for graduate courses approved by the Superintendent of Schools.

*Includes all classroom teachers, all Special Services personnel (except physicians and nurses not holding a standard school nurse certificate), and all teachers of "special subjects" employed on a full-time continuing basis. Salaries of teachers employed on a half day, continuing basis will be prorated.

(continued)

CRANFORD PUBLIC SCHOOLS
Cranford, New Jersey

SCHEDULE A

Effective July 1, 1982

I. SALARY POLICY FOR TEACHERS*

Year	NON-DEGREE SCALE	SCALE I BA DEGREE	SCALE II BA + 15	SCALE III BA + 30	SCALE IV MA DEGREE	SCALE V MA + 15	SCALE VI MA + 30	Ye
1	\$11,460	\$13,165	\$13,275	\$13,495	\$14,680	\$14,900	\$15,485	
2	11,790	13,495	13,605	13,825	15,010	15,230	15,815	
3	12,120	13,825	13,935	14,155	15,340	15,560	16,145	
4	12,515	14,185	14,295	14,515	15,700	15,920	16,560	
5	12,940	14,610	14,725	14,940	16,120	16,340	17,025	
6	13,400	15,035	15,145	15,365	16,540	16,760	17,545	
7	13,860	15,520	15,630	15,850	17,055	17,275	18,070	
8	14,385	16,100	16,215	16,435	17,640	17,860	18,660	
9	14,905	16,690	16,805	17,025	18,225	18,445	19,335	
10	15,425	17,390	17,500	17,720	18,870	19,095	20,150	1
11	16,015	18,090	18,200	18,420	19,695	19,920	20,975	1
12	16,605	18,790	18,900	19,120	20,520	20,740	21,845	1
13	<u>17,325</u>	19,620	19,730	19,950	21,345	21,565	22,775	1
14		20,475	20,585	20,805	22,210	22,430	23,750	1
15		21,460	21,570	21,790	23,200	23,420	24,740	1
16		<u>23,075</u>	<u>23,185</u>	<u>23,410</u>	24,320	24,540	25,750	1
17					<u>25,775</u>	<u>25,995</u>	26,775	1
18							<u>28,570</u>	1
	18,925	25,235	25,345	25,565	28,125	28,345	30,025	

Note 1: Add \$500 at each step of Scale VI for recognition of doctorate.

Note 2: An additional \$300 for all personnel paid on this guide who by June 30, 1982 will have completed 20 years of creditable service, with a minimum of 15 years service completed in Cranford.

Note 3: An additional \$500 for all personnel paid on this guide who by June 30, 1982 will have completed 25 years of creditable service, with a minimum of 20 years service completed in Cranford.

II. PSYCHOLOGISTS

Psychologists shall receive a salary differential as follows: \$500 for Scale IV, \$650 for Scale V, \$800 for Scale VI.

III. DRIVER EDUCATION TEACHERS (For behind-the-wheel instruction)

Driver Education teachers shall be paid on the basis of \$9.00 per clock hour of behind-the-wheel instruction.

*Includes all classroom teachers, all Special Services personnel (except physicians and nurses not holding a standard school nurse (certificate), and all teachers of "special subjects" employed on a full-time continuing basis. Salaries of teachers employed on a half day, continuing basis will be prorated.

CRANFORD PUBLIC SCHOOLS
Cranford, New Jersey

Effective July 1, 1982

IV. HOME TEACHING

Cranford classroom teachers engaged in home teaching shall be paid on the basis of \$9.00 per clock hour of teaching.

V. SUMMER SCHOOL TEACHERS

Teachers of summer school classes shall be paid on the basis of clock hours of teaching at the following rates:

SCALE S.S.T.

<u>Year of Service</u>	<u>Rate per Clock Hour</u>
1	\$8.00
2	8.25
3	8.50
4	8.75
5	9.00

Note: Full credit for summer school teaching within and outside Cranford may be granted in determining initial placement on this scale.

CRANFORD PUBLIC SCHOOLS
Cranford, New Jersey

Effective July 1, 1983

I. SALARY POLICY FOR TEACHERS*

<u>Year</u>	<u>NON-DEGREE SCALE</u>	<u>SCALE I BA DEGREE</u>	<u>SCALE II BA + 15</u>	<u>SCALE III BA + 30</u>	<u>SCALE IV MA DEGREE</u>	<u>SCALE V MA + 15</u>	<u>SCALE VI MA + 30</u>	<u>Year</u>
1	\$12,235	\$14,115	\$14,240	\$14,480	\$15,780	\$16,025	\$16,665	1
2	12,600	14,480	14,605	14,845	16,145	16,390	17,030	2
3	12,965	14,845	14,970	15,210	16,510	16,755	17,395	3
4	13,330	15,210	15,335	15,575	16,875	17,120	17,760	4
5	13,765	15,610	15,735	15,975	17,270	17,510	18,215	5
6	14,235	16,075	16,200	16,435	17,730	17,970	18,730	6
7	14,740	16,540	16,665	16,900	18,200	18,445	19,300	7
8	15,250	17,150	17,275	17,520	18,845	19,090	19,875	8
9	15,825	17,790	17,920	18,160	19,490	19,735	20,525	9
10	16,400	18,440	18,570	18,815	20,140	20,380	21,365	10
11	16,975	19,215	19,340	19,580	20,850	21,100	22,265	11
12	17,615	19,990	20,110	20,355	21,765	22,010	23,175	12
13	<u>18,265</u>	20,765	20,885	21,130	22,675	22,920	24,140	13
14		21,680	21,800	22,045	23,585	23,830	25,165	14
15		22,625	22,745	22,990	24,540	24,785	26,245	15
16		<u>23,715</u>	<u>23,835</u>	<u>24,080</u>	25,635	25,880	27,340	16
17					<u>26,875</u>	<u>27,115</u>	28,455	17
18							<u>29,585</u>	18
	19,060	25,475	25,595	25,840	28,445	28,690	31,420	
	20,795	27,635	27,755	27,995	30,795	31,040	32,875	

Note 1: Add \$500 at each step of Scale VI for recognition of doctorate.

Note 2: An additional \$300 for all personnel paid on this guide who by June 30, 1983 will have completed 20 years of creditable service, with a minimum of 15 years service completed in Cranford.

Note 3: An additional \$500 for all personnel paid on this guide who by June 30, 1983 will have completed 25 years of creditable service, with a minimum of 20 years service completed in Cranford.

*Includes all classroom teachers, all Special Services personnel (except physicians and nurses not holding a standard school nurse certificate), and all teachers of "special subjects" employed on a full-time continuing basis. Salaries of teachers employed on a half day, continuing basis will be prorated.

II. PSYCHOLOGISTS

Psychologists shall receive a salary differential as follows. \$500 for Scale IV, \$650 for Scale V, \$800 for Scale VI.

III. DRIVER EDUCATION TEACHERS (For behind-the-wheel instruction)

Driver education teachers shall be paid on the basis of \$9.50 per clock hour of behind-the-wheel instruction.

CRANFORD PUBLIC SCHOOLS
Cranford, New Jersey

Effective July 1, 1983

IV. HOME TEACHING

Cranford classroom teachers engaged in home teaching shall be paid on the basis of \$9.50 per clock hour of teaching.

V. SUMMER SCHOOL TEACHERS

Teachers of summer school classes shall be paid on the basis of clock hours of teaching at the following rates:

SCALE S.S.T.

<u>Year of Service</u>	<u>Rate per Clock Hour</u>
1	\$8.50
2	8.75
3	9.00
4	9.25
5	9.50

Note: Full credit for summer school teaching within and outside Cranford may be granted in determining initial placement on this scale.

CRANFORD PUBLIC SCHOOLS
Cranford, New Jersey

SALARY SCHEDULE FOR COACHES
(Effective July 1, 1982 - June 30, 1984)

<u>FOOTBALL</u>	<u>SALARY</u>
Head Varsity Coach	\$2,640
Assistant Varsity Coach	1,575

<u>BASKETBALL (Boys and Girls)</u> <u>WRESTLING</u>	
Head Varsity Coach	2,155
Assistant Head Varsity Coach	1,500
Assistant Varsity Coach	1,410
Ninth Grade Head Coach	1,170
Seventh and Eighth Grade Coach	1,170

<u>BASEBALL, SOCCER, SOFTBALL, SPRING TRACK</u>	
Head Varsity Coach	1,800
Assistant Varsity Coach	1,270
Ninth Grade Head Coach	1,105
Seventh and Eighth Grade Coach	1,105

<u>CROSS COUNTRY, FIELD HOCKEY, GYMNASTICS</u> <u>SWIMMING, WINTER TRACK</u>	
Head Varsity Coach	1,690
Assistant Varsity Coach	1,220
Ninth Grade Head Coach	1,080
Seventh and Eighth Grade Coach	1,080

<u>TENNIS</u>	
Head Varsity Coach	1,305

SALARIES FOR COACHES (continued)
(Effective July 1, 1982 - June 30, 1984)

VOLLEY BALL

SALARY

Head Varsity Coach

\$1,275

Assistant Varsity Coach

920

GOLF

Head Varsity Coach

1,255

BOWLING

Head Varsity Coach

955

ATHLETIC TRAINER EQUIPMENT MANAGER

Fall	\$1,280
Winter	1,280
Spring	1,280

CRANFORD PUBLIC SCHOOLS
Cranford, New Jersey

SALARY SCHEDULE FOR NON-ATHLETIC EXTRA ASSIGNMENTS
INCLUDING INTRAMURALS
(Effective July 1, 1982 - June 30, 1984)

TYPE I ACTIVITIES

<u>GROUP A</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Art Services, H.S.)			
Madrigal Director)	\$ 630	\$ 730	\$ 930
Marching Band Director)			
Assistant Choral Director)	520	600	790
Marching Band Assistant)			
Choir Director)	420	520	710
Concert Band Director)			
 <u>GROUP B</u>			
Art Services, HAS/OAS)			
Audio Visual Aids, Coord., H.S.)			
Choral Music, HAS/OAS)	475	550	700
Forensics)			
Instrumental Music, HAS/OAS)			
 <u>GROUP C</u>			
Band Front)			
Elem. School Choral Music)			
Elem. School Instrumental Music)			
Strings)	395	465	600
School Musical Director, H.S.)			
Senior Class Play Director, H.S.)			
School Newspaper Advisor, H.S.)			
School Yearbook Advisor, H.S.)			

TYPE II ACTIVITIES

<u>GROUP A</u>			
Intramural Sports, Gr. 7-12)	505	585	745
Boys and Girls - 3 Seasons)			
 <u>GROUP A-1</u>			
Audio Visual Aids Coord., HAS/OAS)	395	460	585
Cheerleader, Varsity Coach)			
(per season)			
Intramural Sports, Gr. 5-6)			

SALARY SCHEDULE FOR NON-ATHLETIC EXTRA ASSIGNMENTS
INCLUDING INTRAMURALS (Continued)
(Effective July 1, 1982 - June 30, 1984)

TYPE II ACTIVITIES (continued)

<u>GROUP B</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cheerleader, Jr. Varsity/Freshman) per season)			
Costuming for Productions			
School Magazine Advisor)	\$ 240	\$ 275	\$ 350
School Newspaper, HAS/OAS)			
School Yearbook, HAS/OAS)			
Student Council Advisor)			
 <u>GROUP C</u>			
Class Advisor)	190	220	280
Intramurals (Winter) Gr. 7-12)			
 <u>GROUP D</u>			
Intramurals (Fall or Spring Gr. 7-12)	160	185	235

TYPE III ACTIVITIES

<u>GROUP A</u>			
Club Sponsors)	95	110	140
Make-up for Productions)			
Yearbook Business Manager)			

NOTE: Clubs with fewer than ten active members and receiving less than 20 hours of the sponsor's time will not be eligible for extra compensation.

CRANFORD PUBLIC SCHOOLS
Cranford, New Jersey

SALARY POLICIES FOR BUILDING SERVICES PERSONNEL

(Effective July 1, 1982 - June 30, 1984)

REGULATIONS

1. For the purpose of initial placement on the appropriate scale for building service personnel, credit for prior comparable or equivalent service, outside the school system, not to exceed three years, may be granted by the Superintendent of Schools. For maintenance personnel, credit for prior comparable or equivalent service not to exceed six years may be granted by the Superintendent of Schools.
2. Advancement on the schedule may be achieved by annual increments and/or promotions to higher ranking assignments and scales upon the recommendation of the Superintendent of Schools and approval of the Board of Education. In the case of promotion to a higher scale, the individual will be placed on the higher scale at a point to provide for an increase of at least \$300.00 per year in salary rate regardless of years of service.
3. Full-time, twelve-month personnel employed prior to January 1 will be eligible for a full increment for the following year. Full-time ten-month personnel employed prior to February 1 will be eligible for a full increment the following year.
4. Deviations from normal work schedules, including extra work assignments, shall be approved in advance by the Superintendent of Schools.
5. The work schedule for first shift custodians will be from 7:30 a.m. to 4:00 p.m. (including one-half hour for lunch) during the Christmas and spring recesses and during the period July 1 through August 31.
6. Approved extra work assignments for non-administrative building services personnel beyond the regular work week shall be compensated at the rate of $1\frac{1}{2}$ times the regular hourly salary and shall be determined by dividing the annual salary by 2,080 hours for twelve-month employees and 1,720 hours for ten-month employees.

(Continued)

CRANFORD PUBLIC SCHOOLS
Cranford, New Jersey

SALARY POLICY FOR BUILDING SERVICES PERSONNEL
(Effective July 1, 1982)

Step	SCALE C-1	SCALE C-2		SCALE C-3	SCALE C-4	Step
	10 months	Basic Custodial		Advanced Custodial	Maintenance	
		10 months	12 months	12 months	12 months	
1	\$	\$	\$	\$	\$	1
2						2
3	5,755	7,080	9,420	9,590	11,030	3
4	5,995	7,395	9,835	10,010	11,585	4
5	6,255	7,745	10,310	10,480	12,140	5
6	6,515	8,095	10,785	10,960	12,700	6
7	6,775	8,465	11,260	11,445	13,260	7
8	7,125	8,835	11,755	11,930	13,820	8
9	7,495	9,205	12,250	12,425	14,380	9
10	7,870	9,575	12,745	12,945	14,940	10
11	<u>9,060</u>	<u>9,945</u>	<u>13,240</u>	13,475	15,500	11
12				14,005	16,060	12
13				<u>15,495</u>	16,620	13
14					<u>17,180</u>	14
	10,025	11,945	15,890	17,140	19,345	

ANNUAL STIPENDS: (Paid in addition to regular salary).

Elementary School Head Custodian:	\$555
K-8 Head Custodian:	\$775
High School Head Custodian (1st shift)	\$1550
High School Head Custodian (3rd shift)	\$775
Maintenance Foreperson:	\$610

ANNUAL SHIFT DIFFERENTIALS: (Paid in addition to regular salary)

Second Shift:	\$500
Third Shift:	\$720

CRANFORD PUBLIC SCHOOLS
Cranford, New Jersey

SALARY POLICY FOR BUILDING SERVICES PERSONNEL
(Effective July 1, 1983)

Step	SCALE C-1	SCALE C-2		SCALE C-3	SCALE C 4	Step
	10 months	Basic Custodial		Advanced Custodial 12 months	Maintenance 12 months	
	\$	\$	\$	\$	\$	
1						1
2						2
3	6,115	7,500	9,990	10,180	11,580	3
4	6,365	7,825	10,415	10,605	12,195	4
5	6,630	8,175	10,875	11,070	12,810	5
6	6,915	8,565	11,400	11,590	13,425	6
7	7,205	8,950	11,925	12,120	14,040	7
8	7,490	9,360	12,450	12,655	14,660	8
9	7,880	9,770	13,000	13,190	15,280	9
10	8,285	10,180	13,545	13,735	15,900	10
11	<u>8,700</u>	<u>10,590</u>	<u>14,090</u>	14,315	16,520	11
12				14,900	17,140	12
13				<u>15,485</u>	17,760	13
14					<u>18,380</u>	14
	10,020	11,000	14,640	17,135	19,000	
	11,085	13,210	17,570	18,950	21,390	

ANNUAL STIPENDS: (Paid in addition to regular salary)

Elementary School Head Custodian:	\$555
K-8 Head Custodian:	\$775
High School Head Custodian (1st shift):	\$1550
High School Head Custodian (3rd shift):	\$775
Maintenance Foreperson:	\$610

ANNUAL SHIFT DIFFERENTIALS: (Paid in addition to regular salary)

Second Shift:	\$500
Third Shift:	\$720

CRANFORD PUBLIC SCHOOLS
Cranford, New Jersey

SALARY POLICIES FOR OFFICE PERSONNEL
(Effective July 1, 1982 - June 30, 1984)

REGULATIONS

1. Credit for prior office experience, not to exceed three years, may be granted by the Superintendent of Schools for initial placement on the appropriate scale.
2. Advancement on the schedule may be achieved by annual increments and/or promotions to higher ranking assignments and scales upon the recommendation of the Superintendent of Schools and approval of the Board of Education. In the case of promotion to a higher scale, the individual will be placed on a step that provides an increase of at least \$400.00 per year regardless of years of service.
3. Full-time twelve-month personnel employed prior to January 1 will be eligible for a full increment for the following year. Full-time ten-month personnel employed prior to February 1 will be eligible for a full increment the following year.
4. Deviations from normal work schedules, including extra work assignments, shall be approved in advance by the Superintendent of Schools
5. In the event the Superintendent determines that it is desirable for ten-month clerical or secretarial personnel to work prior to the opening of school, they shall be compensated only for the actual hours worked on an hourly rate, extra compensation basis, based on their annual salary. Work prior to the opening of school shall be a voluntary basis and personnel involved shall be given at least two weeks advance notice for same.

SCHEDULE E

CRANFORD PUBLIC SCHOOLS
Cranford, New Jersey

SALARY POLICY FOR OFFICE PERSONNEL
(Effective July 1, 1982)

<u>Step</u>	<u>SCALE II</u>		<u>SCALE III</u>		<u>SCALE IV</u>		<u>SCALE V</u>		<u>SCALE VI</u>	
	<u>General</u>	<u>Clerk (B)</u>	<u>Secretary</u>	<u>Secretary</u>	<u>Secretary</u>	<u>Head</u>	<u>Secretary</u>	<u>Supt.,</u>	<u>Off. Supv.,</u>	<u>Secy. 9-12</u>
	<u>10 mo.</u>	<u>12 mo.</u>	<u>10 mo.</u>	<u>12 mo.</u>	<u>12 mo.</u>	<u>12 mo.</u>	<u>12 mo.</u>	<u>12 mo.</u>	<u>12 mo.</u>	<u>12 mo.</u>
1	\$ 6,090	\$ 7,335	\$ 7,245	\$ 8,710	\$ 9,935	\$ 10,610	\$ 11,065			
2	6,425	7,730	7,615	9,155	10,325	11,025	11,475			
3	6,760	8,130	7,985	9,620	10,715	11,440	11,890			
4	7,110	8,550	8,395	10,085	11,105	11,855	12,305			
5	7,535	9,055	8,825	10,590	11,630	12,270	12,720			
6	7,960	9,565	9,255	11,105	12,170	12,685	13,135			
7	8,390	10,075	9,685	11,690	12,775	13,320	13,770			
8	8,820	10,600	10,115	12,310	13,385	13,965	14,415			
9	10,070	12,380	11,400	14,055	15,010	15,840	16,260			
10										
11										
12										
	11,090	13,640	12,560	15,490	16,540	17,455	17,920			

SCHEDULE E

CRANFORD PUBLIC SCHOOLS
Cranford, New Jersey

SALARY POLICY FOR OFFICE PERSONNEL
(Effective July 1, 1983)

Step	SCALE II General Clerk		SCALE III	SCALE IV	SCALE V	SCALE VI	Step
	(A) 10 mo.	(B) 12 mo.	Secretary 10 mo.	Secretary 12 mo.	Head Secretary K-8 12 mo.	Supt., Off. Supv., Secy. 9-12 12 mo.	
1	\$	\$	\$	\$	\$	\$	1
2							2
3							3
4	6,450	7,755	7,690	9,250	11,390	11,890	4
5	6,790	8,180	8,075	9,715	11,830	12,335	5
6	7,165	8,620	8,490	10,210	12,290	12,795	6
7	7,540	9,065	8,905	10,725	12,755	13,255	7
8	7,930	9,535	9,380	11,245	13,220	13,720	8
9	8,405	10,095	9,855	11,810	13,685	14,185	9
10	8,875	10,665	10,330	12,385	14,150	14,650	10
11	9,355	11,235	10,805	13,035	14,850	15,355	11
12	9,835	11,820	11,280	13,730	15,570	16,075	12
	11,005	13,650	12,570	15,500	17,465	17,930	
	12,230	15,040	13,850	17,080	19,245	19,760	
				16,550			
				18,235			