

Contract no. 1445-

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AGREEMENT

BETWEEN THE

EASTERN EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION

OF

EASTERN CAMDEN COUNTY

REGIONAL SCHOOL DISTRICT

THE COUNTY OF CAMDEN, NEW JERSEY

1991-93

ARTICLE I

RECOGNITION

A. UNIT

The Board hereby recognizes the Eastern Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all teacher and other personnel hereinafter enumerated, under contract or on leave with the Board including nurses, full-time trainer, guidance counselors, librarian, full-time child study team members; excluding Superintendent, Principal, Vice Principals, Assistant Principal, Subject Supervisors, the Director of Pupil Personnel Services, Cafeteria staff, Cafeteria workers, Board Secretary, Secretary to the Superintendent, Assistant Board Secretary, Director of Buildings and Grounds, Assistant Director of Buildings and Grounds, Assistant Superintendent School Psychologist, non-Supervisory School Psychologists and Subject Area Supervisors.

B. DEFINITION OF TEACHER

Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

C. DEFINITION OF FULL-TIME SECRETARY

Unless otherwise indicated, the term "full-time secretary" or "secretary" when used hereinafter in this Agreement, shall refer to all secretaries, clerks and aides on a ten (10) or twelve (12) month contract and represented by the local Association as the bargaining unit for collective negotiations.

D. DEFINITION OF FULL-TIME CUSTODIANS

Unless otherwise indicated, the term "full-time custodian" or "custodian" when used hereinafter in this Agreement, shall refer to all custodians and maintenance personnel employed on a ten (10) or twelve (12) month contract and represented by the local Association as the bargaining unit for collective negotiations.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1975 in a good-faith effort to reach agreement on terms and conditions of employment. Such negotiations shall begin at such time as shall be required by PERCH guidelines and all proposals shall be presented by the Association no later than the 3rd Wednesday of October. If no such proposals are presented there shall be no negotiations. If the Board presents a proposal or indicates a desire to negotiate a current contract provision during negotiations; then such matter shall be negotiable. Any agreement so negotiated shall apply to all employees represented by the local Association as the bargaining unit for collective negotiations, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. DATES

Negotiations shall commence with a meeting at a mutually satisfactory place no later than 30 calendar days after the 3rd Wednesday of October, unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposal and counter proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

D. PARTICIPATION

Whenever any representative of the local Association participates during working hours in negotiations, he shall suffer no loss in pay when the meeting is mutually scheduled by the parties. Association representatives will be expected to perform their normal duties the same as any other employee covered by this Agreement. Representatives shall conduct Association activity during non-working or non-paid time.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "Grievance" means a complaint that there has been an improper application, interpretation or violation of any policy, agreement or administrative decision which affects

a term and condition of employment.

2. An "aggrieved person" is the person or persons or the Association making the claim.
3. A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. A grievance may be filed by any individual covered by this Agreement, a group of individuals covered by this Agreement or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. All time limits herein are considered to be maximum times and every effort shall be made to render decisions as quickly as possible.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievance 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 shall be deemed to be acceptance of the decision rendered at that step. Any grievance must be lodged at the proper initiating level within 25 work days of the happening of the event. A work day shall be defined as a day that the aggrieved is scheduled to work.
3. It is understood that individuals 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 fully determined.

D. LEVEL ONE: IMMEDIATE SUPERVISOR

1. Except for group, class, policy or salary grievances which shall be initiated by the Association or employee at the Superintendent's level, any employee who has a grievance shall discuss it first with the Principal or immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level.
2. At the option of the immediate supervisor, or Principal in cases where the Principal is the immediate supervisor, and for any reason, the grievance may be transmitted to the next level.

E. LEVEL TWO: PRINCIPAL

1. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievance within seven (7) calendar days, he shall set forth his grievance in writing to the Principal specifying:
 - a. the nature of the grievance;
 - b. the nature and extent of the injury, loss or inconvenience;
 - c. the results of previous discussions;
 - d. his dissatisfaction with decisions previously rendered.
2. The Principal will communicate his decision within seven (7) calendar days of receipt of the written grievance.

F. LEVEL THREE: SUPERINTENDENT

The grievant, no later than fourteen (14) calendar days after receipt of the Principal's decision, may appeal the decision to the Superintendent. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the grievance's supervisor and explaining his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days. The Superintendent shall communicate his decision in writing to the grievant and the grievant's supervisor.

G. LEVEL FOUR: BOARD OF EDUCATION

1. If the grievance is not resolved to the grievant's satisfaction, he, no later than fourteen (14) calendar 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 who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within forty-five (45) calendar days of receipt of the grievance by the Board.

H. LEVEL FIVE: ARBITRATION

Only a complaint that there has been an improper application, interpretation or violation of the contract shall be subject to the arbitration procedure.

Notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within fourteen (14) calendar days after receipt of the decision which is being appealed. Only the parties signatory to this Agreement shall have

the right to proceed to arbitration and said right shall not accrue to an individual employee or group of employees. Said arbitration shall be binding and shall be conducted under the rules of the American Arbitration Association.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties. The Board, Association, and the aggrieved shall receive copies of the arbitrator's opinion and award.

I. NON-GRIEVABLE MATTERS

The following matters shall not be grievable:

1. The termination of the contract of a non-tenure teacher and the failure or refusal of the Board to renew a contract of a non-tenure teacher;
2. In matters where a method of review is prescribed by law, or by any rule, regulation or bylaw of the State Commissioner of Education or the State Board of Education;
3. In matters where the Board is without authority to act;
4. In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion a further review of the Board's action is available to employees under provisions of State Law.

J. RIGHTS OF TEACHERS TO REPRESENTATION

1. Any grievant may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected by him or by the Association.
2. When a grievant 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 that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance.
3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in utilizing this grievance procedure.

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest, witnesses and the designated or selected representatives contemplated in this article.

K. COSTS

1. The fees and expenses of the arbitrator and costs of hearing

room shall be shared equally by the Board and the Association.

2. If time is lost by any grievance due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute, and the time lost by the grievant must either be without pay or charged to personal time.

ARTICLE IV

EMPLOYEE RIGHTS

A. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 123, Public Laws of 1975, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the Laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1975, or other laws of New Jersey or the constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any internal activities of the Association, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

B. EVALUATION OF STUDENTS

The teacher shall have the right and responsibility to determine grades and other evaluations of students within the grading policies of the Eastern School District based upon his professional judgement of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without consultation with the teacher involved and a record made of any change. Said record will be maintained with the Director of Pupil Personnel Services.

C. CRITICISM OF EMPLOYEES

Any question or criticism by a supervisor, administrator, or board member of an employee and/or his methodology or any question or criticism by any employee of a supervisor, administration, or board member shall be made in confidence and not in the presence of students, parents, or other public gatherings, except those acts which must be taken by law at a public meeting.

D. REQUIRED MEETINGS OR HEARINGS

Whenever any individual covered by this Agreement is required to appear before the Board, a committee thereof or Superintendent concerning any matter which would result in termination of employment or the withholding of an increment for that individual, prior written notice of the reasons for such meeting or interview shall be given and the individual shall be entitled to have a representative member of the Association present at such meeting or interview.

E. RIGHTS OF NEW JERSEY SCHOOL LAWS

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he 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.

F. JUST CAUSE

1. No tenured employee shall be disciplined or reprimanded without just cause.
2. No custodian, after eighteen (18) months of continuous service, shall be disciplined or reprimanded without just cause.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION:

Upon reasonable request by the Association, the Board agrees to make known to the Association when and where it may obtain such documents as the Board is required by law to release and to make available to the public.

B. RELEASED TIME FOR MEETINGS

1. Whenever any representative of the local Association or any employee participates during working hours in grievance proceedings, conferences, or meetings, he shall suffer no loss in pay when the meeting is demanded by the administration. Association representatives will be expected to perform their normal instructional duties the same as any other teacher. Representatives shall conduct Association activity during non-working or non-paid time.
2. All teachers, together with one secretary and one custodian, shall have release time to attend Eastern Education Association meetings after 3:00 p.m. of the school day twice a month. No loss in pay shall result from attendance at such meetings.

C. ORIENTATION PROGRAMS

An Association representative may speak to the teachers con-

cerning Association business at in-service meetings or general faculty meetings provided he requests same prior to the meeting.

D. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required from the Superintendent.

E. USE OF SCHOOL EQUIPMENT

The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use, upon prior approval of the Principal. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

F. BULLETIN BOARDS

The Association shall have, in the school building, the exclusive use of a bulletin board in faculty lounges and teachers' dining rooms. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the Principal, but no approval shall be required. The Board shall assume no responsibility for the posting of same.

G. MAIL FACILITIES AND MAIL BOXES

The Association shall have the right to use the school mail boxes as it deems necessary upon notice to Principal or his designee, but no approval shall be required. The Board shall assume no responsibility for the distribution of same.

H. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Eastern Education Association as the exclusive representative of the employees covered by this agreement, and to no other organizations.

I. ATTENDANCE OF MEMBERS' CHILDREN AT EASTERN

Children of staff members who reside outside of the sending district may attend Eastern High School free of tuition, provided that the child has not been removed from other schools for disciplinary reasons and in the opinion of the Superintendent the child's attendance at Eastern will not contribute to overcrowding.

J. LEAVE

The Association shall be granted four (4) days of paid leave per year for persons designated by the Association. Notice of such leave shall be made by the Association President in the same manner as personal day leave. Four (4) additional days shall be granted whereupon the Association shall reimburse the Board the cost of the substitute teachers.

- K. The Association President shall not be assigned a duty period and one employee designated by the Association shall be assigned "coverage duty".

ARTICLE VI

TEACHER WORK YEAR

A. IN-SCHOOL WORK YEAR

1. Ten (10) month personnel

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

2. Definition of in-school work year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

3. Inclement weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

B. SCHOOL CALENDAR

The school calendar for each year during the term of this contract shall be supplied to the local Association Officers no later than April 30th of the school year. Changes in the school calendar shall be made after consultation with the local Association Officers and the Board.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

A. TEACHER DAY

All personnel covered in this Agreement shall not be required to report earlier than 7:45 a.m. and not be required to remain after 3:00 p.m. during regularly scheduled school days. All

personnel are required to indicate their attendance by signing in with name and time of arrival and signing out with name and time of departure.

B. TEACHING LOAD

1. High School

The daily teaching load shall not exceed five (5) teaching periods or ten (10) modules. Assignment to a non-instructional duty, during school hours, shall be one (1) period per day or two (2) modules, except for any teacher who may be required to teach more than ten (10) modules. Non-instructional duty shall include but not be limited to study periods, in school suspension, hall supervision, cafeteria supervision and attendance duty.

2. Instructional Planning

Every teacher shall plan and teach the prescribed course content in the manner he considers most practical and useful. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed.

3. Work Day

Attendance at one Back-To-School Night each year by members of the professional staff is considered mandatory except with permission of the Principal.

C. LUNCH PERIODS

1. Grade level and other

Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes or a period of time equal to the students.

2. Leaving the building

Teachers may leave the building during their scheduled duty free lunch periods and preparation periods upon signing out or advising an Administrator or Administrator's Secretary.

D. MEETINGS

Upon the request of the department members, a representative of the department may meet with the Board at least once a year.

E. PREPARATION TIME

1. Grade Level

Classroom teachers shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties. This daily preparation time

shall consist of two (2) modules (48) minutes back to back whenever possible, in the scheduling by the Principal.

2. Extra Assignment

It is desirable for each teacher to have an uninterrupted preparation period each day. A teacher may not be compelled to serve as a substitute during his scheduled unassigned preparation time.

F. EXTRACURRICULAR ACTIVITIES

1. Approved Activities

The Board and the Association agree that the extra-curricular activities listed in the attached Schedule are educationally worthwhile where financially feasible.

2. All vacancies in extracurricular positions shall be adequately posted by the Board in accordance with the following procedure:

a. Date of Posting and Application

When school is in session, a notice shall be posted as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than five (5) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time specified in the notice.

b. Summer Application Procedure

Teachers who desire to apply for a position which may be filled during the summer period when school is not regularly in session shall submit their names to the superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The superintendent shall notify such teachers of any vacancy in a position for which they desire to apply.

c. Criteria for Notice

The qualifications for the position, its duties and the rate of compensation shall be clearly set forth in the posting. When in the opinion of the superintendent the qualifications for the position have been substantially changed a new posting shall occur.

d. Selection Procedure

i. All qualified teachers shall be given adequate opportunity to make application within announced deadlines. The Board agrees to give

due consideration to the background and attainments of all applicants and other relevant factors.

- ii. If the procedure set forth above fails to produce a qualified applicant from within the district, the Board shall seek a qualified, outside-of-district person who is the holder of an appropriate New Jersey teaching certificate.

Any outside person so selected shall be compensated in accordance with the rates set forth in the activities or coaching schedules. The Board shall have the exclusive right to determine step on the guide.

- iii. In the event that the Board is unable to employ a qualified person in accordance with the procedures set forth in Sections d-i or d-ii above, the Board may assign a qualified teaching staff member from within the district. In-district qualified teachers shall not be involuntarily assigned to extracurricular positions for more than one (1) year, provided, within the reasonable discretion of the superintendent there is a pool of qualified candidates.

e. Evaluation

Each individual shall be evaluated at least once during their extracurricular assignment. Such evaluation shall include a written report which may be followed by a conference between the evaluator and evaluatee if either so requests. The purpose of such evaluation is to provide continued growth in the area, to provide assistance to the teacher so that the teacher may carry out the activity in a successful manner, and to provide a basis for renewal or non-renewal to the position.

3. Salary

Teacher participation in extracurricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay in the appropriate schedule.

4. Resignation Procedure

All coaches and sponsors, listed in the appropriate Schedules, must provide the Board with thirty (30) days written notice of their intention to resign from their coaching or sponsor position.

G. FIELD TRIPS

Teacher attendance on field trips shall be voluntary.

H. SERC PROGRAM

The Board shall post a list of available SERC assignments in May for the forthcoming school year. Individuals selected to monitor this program shall not be assigned a duty period.

ARTICLE VIII

CUSTODIAL WORK DAY, WORK YEAR

A. WORK YEAR

The work year for all ten (10) month employees shall be September 1 through June 30 of each year. The work year of all twelve (12) month employees shall be July 1 through June 30 of each year.

B. WORK DAY

1. Each employee shall have a normal work day of 7 1/2 hours, exclusive of a 30 minute lunch period.
2. 37 1/2 hours shall constitute a normal work week in any one calendar week.
3. Shifts

Initial assignments to shifts shall be determined by the Director of Buildings and Grounds. Any reassignments to a different shift shall be on a voluntary basis. If there is no volunteer, the Director of Buildings and Grounds may assign an employee by giving two weeks notice of such change of assignment in writing.

4. Each employee shall be entitled to a fifteen (15) minute break, once in the morning and once in the afternoon (or at other appropriate times during the other shifts (s)). The times shall be standardized and mutually agreed upon by the employees and the Director of Buildings and Grounds.
5. Employees may leave the building during any unscheduled work time upon approval of the Director of Building and Grounds or their immediate supervisor as long as at least one employee remains in the building.
6. The Director of Building and Grounds will make an attempt to notify an employee of any change of that employee's shift and/or work day during the week prior to the applicable week.
7. Employees shall be granted sufficient time prior to the end of the work shift to put away equipment and supplies and clean up. The supervisor's discretion shall prevail.

8. Any employee called to return to work outside of his regularly scheduled shifts shall be paid for a minimum of two (2) hours overtime at time and one half, if over 37 1/2 hours.
9. In the interest of safety, whenever there is only one custodian working in the building he shall be provided with an emergency beeper and shall not be required to perform hazardous task, i.e., electrical repair work or work at heights over six (6) feet.

ARTICLE IX

CUSTODIAL OVERTIME

A. DEFINITION

Overtime is defined as any time spent at regular duties or other assigned duties, except bus driving, consistent with this Agreement, beyond the 37 1/2 hours before/after regular daily work hours; or any day other than provided in the regular work year.

This item will be included in Board policy and shall include the following concepts:

- a. seniority list
- b. rotation
- c. pass-lose opportunity until name comes up again
- d. Administration may seek individuals from out of seniority list if the overtime requires special skills.
- e. Administration has right to assign a least senior employee if there are no volunteers.

B. RATE OF OVERTIME

Overtime shall be at a rate of 1 1/2 times that of regular time, except during holidays when it shall be two (2) times regular time.

ARTICLE X

CUSTODIAL HOLIDAY SCHEDULE

The following paid holidays shall be in effect for the term of this contract:

- A. July 4th
- B. Labor Day
- C. Columbus Day
- D. NJEA Convention (two (2) days on a unit-wide basis, not two per person. Such days shall be taken on a rotating basis to

be determined by seniority and the Association President.

- E. Thanksgiving Day and the day after
- F. Christmas Eve
- G. Christmas Day

(Custodians shall be off the day before Christmas, Christmas Day, and the day after Christmas, except when the day after Christmas falls on a Saturday or Sunday.)

- H. New Year's Eve
- I. New Year's Day
- J. Martin Luther King Day
- K. Lincoln's Birthday
- L. Washington's Birthday
- M. Good Friday
- N. Easter Monday
- O. Memorial Day

If a holiday falls on a Saturday, employees shall not be required to work on the preceding Friday; and, if the holiday falls on a Sunday, employees shall not be required to work on the following Monday. If school is in session on the above Friday or Monday, employees shall receive a "floating" holiday to be taken on a day approved by the administration.

ARTICLE XI

CUSTODIAL VACATION SCHEDULE

A. TWELVE MONTH EMPLOYEES

All twelve month employees shall receive ten (10) days vacation upon completion of (1) year's service. In the fifth (5) year employees shall receive fifteen (15) days vacation. Beginning in the 1990-91 school year, custodians with fifteen (15) or more years of service shall receive twenty (20) days of vacation. Five (5) of these days must be taken during the Christmas or Easter recess unless the Director of Buildings and Grounds permits otherwise. New employees hired after August 31 shall accrue vacation time at the rate of one day per month of employment for the first year.

B. Ten Month Employees

Ten month employees shall be entitled to no paid vacation time unless they are to have continuous employment by entering

into a twelve (12) month contract with no break in employment, whereupon, the employee shall be entitled to ten (10) days vacation time.

ARTICLE XII

SECRETARIAL WORK YEAR - WORK DAY

1. The work year of all ten (10) month employees shall be September 1 through June 30 of each year. The work year of all twelve (12) month employees shall be July 1 through June 30 of each year.
2. Each employee shall have a normal work day of seven (7) hours.
3. After three (3) years and one (1) day of uninterrupted continuous service, each employee shall be appointed for an unfixed term so as to provide the tenure protection available to such employees under the provision of Chapter 137, Public Laws 1960 (18A:17-2).
4. All secretaries covered in this Agreement shall normally not be required to report earlier than one-half hour before the first regularly scheduled class and not be required to remain more than eight (8) hours after the reporting time.
5. Each employee shall be entitled to a twenty (20) minute break, once in the morning and once in the afternoon.
6. Employees may leave the building during their scheduled lunch period.
7. When schools are closed due to inclement weather, no secretary shall be required to work unless deemed necessary by the Superintendent or his designee.
8. In the event that administration or Board or both shall determine that conditions in the school system or a portion thereof are unsafe or hazardous for the health, safety or well-being of students and staff members, the Association shall be consulted immediately for its advice to promote the safety of students, staff members and property. In such events, secretaries may not be required to perform their duties.
9. An administrator will be scheduled on the premises when secretaries are working.
10. Employees shall not be required to lift or carry any object that exceeds those guidelines as established by OSHA.
11. Each employee shall be given a job description of his/her duties by October 1 of each year.

ARTICLE XIII

SECRETARIAL OVERTIME

A. DEFINITION

Overtime shall be defined as working in excess of thirty-five (35) hours per week. Compensation for administratively approved overtime will be either 1 1/2 time the employees regular wages or compensatory time. The method of compensation will be determined by the Superintendent upon the request of the employee and with the recommendation of the employee's immediate supervisor.

ARTICLE XIV

SECRETARIAL HOLIDAY SCHEDULE

- A. The following paid holidays shall be in effect for the term of the contract:
- A. July 4th
 - B. Labor Day
 - C. Columbus Day
 - D. NJEA Convention 2 days
 - E. Thanksgiving Day and following Friday
 - F. Christmas Eve
 - G. Christmas Day
 - H. New Year's Eve
 - I. New Year's Day
 - J. Martin Luther King Day
 - K. Lincoln's Birthday
 - L. Washington's Birthday
 - M. Good Friday
 - N. Easter Monday
 - O. Memorial Day

In addition, during the Christmas and Easter vacations, the secretarial staff shall not be required to work.

- B. If a holiday falls on a Saturday, employees shall not be required to work on the preceding Friday; and, if the holiday falls on a Sunday, employees shall not be required to work on the following Monday. If school is in session on the Friday or Monday above, the employee shall receive a "floating" holiday which will be taken on a day approved by the administration.

ARTICLE XV

SECRETARIAL VACATION SCHEDULE

A. TWELVE MONTH EMPLOYEES

All twelve (12) month employees shall receive ten (10) days vacation upon completion of one (1) year's service. In the fifth (5) year, employees shall receive fifteen (15) days vacation. New employees hired after August 31 shall accrue vacation time at the rate of one day per month of employment for the first year.

B. TEN MONTH EMPLOYEES

Ten (10) month employees shall be entitled to no paid vacation time unless they are to have continuous employment by entering into a twelve (12) month contract with no break in employment, whereupon, the employee shall be entitled to ten (10) days vacation time.

ARTICLE XVI

SALARIES

A. SALARY SCHEDULE

1. The salary of each employee covered by this Agreement is set forth in the schedules which are attached hereto and made a part thereof. Sponsors and coaches...
2. All compensation above the employee's regular salary shall be specifically defined in the individual's pay envelope, as is presently done by the Board.

ARTICLE XVII

NON-TEACHING DUTIES

A. INTENT

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end.

Therefore, they agree as follows:

1. List of non-teaching duties

Teachers shall not be required to collect money from students unless the activity is initiated by the teacher, and shall not be required to store or deliver books in or from other wings of the building. In unusual cases, custodial assistance may be requested.

2. Secretarial Assistance

To assist teachers in the preparations of materials, the office will provide duplicating services as well as typing for the midterm and final term exams; and other reasonable typing requests whenever possible.

3. Approved Use of Personal Vehicles

Prior approval by the Principal, or the Superintendent shall be required for all approved uses of personal vehicles for school business purposes. Employees who receive this prior approval shall be compensated at the current rate allowable by the Internal Revenue Service but in no event will said compensation exceed 23 cents per miles. The Board will provide non-ownership liability insurance and said coverage will be secondary to the employees' personal coverage.

ARTICLE XVIII

TEACHER EMPLOYMENT

A. PLACEMENT ON SALARY SCHEDULE

Placement on the salary guide shall be in accordance with N.J.S.A. 18A 29-9, whenever a person shall accept employment as a teacher in the school district his/her initial placement on the salary schedule shall be agreed upon by the individual and the Board of Education at the time of employment and shall constitute the final determination of credit for previous teaching experience, provided that credit shall be given for military service up to a maximum of four years.

B. NOTIFICATION OF CONTRACT AND SALARY

Tenure teachers shall be notified of their contract and salary status for the ensuing year no later than April 30. If salary negotiations have not been concluded, only contract approval notification will be made.

ARTICLE XIX

SALARIES

A. SALARY SCHEDULE

The salary of each employee covered by this Agreement is set forth in the attached schedules which are made a part hereof. Sponsors and coaches shall be paid in accordance with the attached schedules which are made a part hereof.

B. PROCEDURE FOR WITHHOLDING EMPLOYMENT OR ADJUSTMENT INCREMENTS

Salary increments are not to be considered automatic. The Board reserves the right to withhold salary increments where, in the judgment of the Board based on the recommendation of the Superintendent, a teacher's performance does not meet the standards expected by the Board.

The salary schedule does not guarantee an automatic salary increase but merely indicated the agreed upon value for basic services rendered by the individual whose performance and professional record meet the standards expected by the Board for

the position held.

The Board, in making it clear that the salary guide is not automatic, is including in this Agreement N.J.S.A. 18A:29-14 as an integral part of this salary agreement.

C. WITHHOLDING INCREMENTS; CAUSES; NOTICES OF APPEALS

Any Board of Education; may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year--by a majority vote of all the members of the Board of Education. It shall be the duty of the Board, within 10 days, to give written notice of such action together with the reasons therefore, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. The commissioner shall consider such appeal and shall either affirm the action of the Board or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals.

Other good cause may include, but not be limited to the following:

1. persistent lateness in arriving to school
2. lack of classroom control
3. lack of adequate lesson planning and preparation
4. frequent lateness to class or assigned duties such as study hall, cafeteria duty, etc.
5. refusal to attend scheduled faculty meetings or department meetings
6. insubordination
7. conduct unbecoming a professional educator
8. failure to fulfill written responsibilities developed by the subject supervisors and the administration

A teacher must be given written notification by the Superintendent at least ten (10) school days prior to Board meeting at which he will recommend withholding of increment, which notice shall contain reasons for recommendations.

D. METHOD OF PAYMENT

1. Pay Periods

Each employee shall be paid on the 15th and 30th of each month of entitlement. The Board may, however, pay in advance of these dates.

2. Savings Plan

Each employee may individually elect to have a percent of his monthly salary deducted from his pay. These funds shall be deposited in the employee's name with the South Jersey Federal Credit Union.

3. Extra Pay for Extra Duty

Each teacher shall receive extra pay for extra duties in separate checks from base pay checks. Sponsor shall be paid in December and June. Coaches shall be paid one-half their salary after the first half of the sport and the remainder after completion of the sport and after all equipment is returned and a certification by the Athletic Director that the sport is ready for the next season.

- a. In the event a teacher accepts a sixth teaching period (2 modules) as part of his regularly scheduled teaching load, he shall be paid an additional 1/7th of his annual salary, payable one-half in December and one-half in June.

4. Fractional Contract

Any employee being paid on a fractional contract shall not be required to supervise study halls or lunch periods beyond that as described below:

Fractional Contract	Mods of Supervision
2/5	0
3/5	1
4/5	2

5. Final Pay

Each employee will receive his final pay on the last day prior to signing out, after approval of Superintendent or his designee, with the exception of those with exceptional deductions who shall be paid within three (3) working days of approval the Superintendent or his designee.

ARTICLE XX

VOLUNTARY REASSIGNMENTS

A. NOTIFICATION OF VACANCIES

1. Date

No later than May 15 of each school year and if requested by the local Association, the Superintendent shall deliver to the President of the Association a list of all known vacancies which shall occur during the school year excepting when said members are not at school. Nothing in this Article shall prevent the Superintendent from making additional announce-

ments or postings of said vacancies.

2. Filing Requests

Employees, covered by this Agreement, who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned.

ARTICLE XXI

INVOLUNTARY REASSIGNMENTS

A. NOTICE

An involuntary reassignment of teachers shall be made only after a meeting between the teacher involved and the principal, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

ARTICLE XXII

PROMOTIONS

A. POSITIONS INCLUDED

Promotional positions are defined as follows:

Positions paying a salary differential and/or position on the administrator-supervisory levels of responsibility including, but not limited to, positions as Superintendent, Principal, Vice Principal, Guidance Director, Athletic Director, and Subject Area Supervisors. All vacancies in promotional positions, except acting positions, including specialists and/or special project teachers, pupil personnel workers and positions in programs funded by the Federal Government shall be made known to the President of the local Association by the Superintendent in accordance with the following procedures:

1. Date and Contents of Posting

When school is in session, a list of promotional positions shall be presented to the President of the local Association as far in advance as practical ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than ten (10) school days before such date. A copy of said notice shall be given to the local Association at the time of posting.

2. Application Procedure

Teachers or secretaries who are employed by the Board of Education of Eastern Camden County Regional School District and who desire to apply for such vacancies, shall submit their applications, in writing, to the Superintendent within the time limit specified in the notice. The Superintendent and/or the Secretary to the Superintendent shall issue a receipt of all such applications to the applicant.

Custodial employees who are employed by the Board of Education Camden County Regional School District and who desire to apply for such vacancies, shall submit their applications, in writing, to the Director of Building & Grounds within the time limit specified in the Notice. The Director of Building and Grounds shall issue a receipt of all such applications to the applicant.

Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply.

Such notice shall be sent as far in advance as practicable, and in no event less than ten (10) days before applications must be submitted. In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, and a copy of said notice shall be given to the local Association.

ARTICLE XXIII

TEACHER EVALUATION

A. NON-TENURE TEACHERS

a. Frequency

Non-tenure teachers shall be evaluated at least three (3) times in each school year. All observations shall be followed in each instance by a written evaluation report and by a conference between the teacher and the individual writing the report for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction and any commendations. Such evaluation in each instance shall consist of at least three (3) in-classroom observations of at least thirty (30) minutes each, occurring on separate days.

B. GENERAL INFORMATION FOR NON-TENURE TEACHERS

1. Open Evaluation

All monitoring or observation of the work performance of a

teacher shall be conducted openly with full knowledge of the teacher.

Evaluations shall be accomplished as follows:

- a. A minimum of one evaluation from the Superintendent, Principal, or Vice Principals.
- b. A minimum of two evaluations from the Subject Area Supervisor.

2. Copies of Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any 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 evaluation form.

C. TENURED TEACHERS

Tenured teachers shall be evaluated according to State Department of Education rules and regulations.

ARTICLE XXIV

PERSONNEL RECORDS

A. REVIEW OF FILE

All employees shall have the privilege, upon request to review the contents of his personnel file, and to receive copies at his expense of any documents contained therein. A representative of the Association can be present at such review. At least once every five years, an employee shall be able to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are in the Superintendent's judgment, obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at the second level. The Board shall have the right to remove only personal references and academic references prior to an employee's review of his personnel file.

B. DEROGATORY MATERIAL

No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material

and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

ARTICLE XXV

FAIR DISMISSAL PROCEDURE

A. NOTIFICATION OF STATUS

1. Date

On or before April 30 of each year, in the case of non-tenure teaching staff members continuously employed by the Board since the preceding December 31, or on or before May 30 of each year, in the case of other employees covered by this Agreement and employed by the Board since the preceding December 31 either:

- a. a written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b. a written notice that such employment shall not be offered.

2. Reasons

Any non-tenure teacher who receives a notice of non-employment shall have fifteen (15) school days within which to request a statement of reasons for such non-employment from the Superintendent. The Superintendent shall give such a statement within (10) school days of the request.

3. Hearing

Any non-tenure teacher who has received such notice of non-employment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for a hearing is received in the office of the School Business Administrator/Board Secretary within (10) days after receipt by the teacher of the statement of reasons.

4. The Board shall issue its written determination as to the employment or non-employment of said non-tenure teacher for the next succeeding school year with three (3) days after the completion of the hearing.

5. Should the Board fail to give to any employee covered by this Agreement either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by the Article, then said Board

shall be deemed to have offered to that employee covered by this Agreement continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the Board.

6. If the employee, covered by this Agreement, desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before June 1, in the case of non-tenure teaching staff members and on or before June 30, in the case of all other employees covered by this Agreement. In the absence of such notice of acceptance, the provisions of this Article shall no longer apply.

ARTICLE XXVI

COMPLAINT PROCEDURE

A. PROCEDURAL REQUIREMENT

Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which does or may influence evaluation of that employee shall be made known to the employee.

Any substantial complaint concerning a custodial employee, covered by this Agreement, made to the Superintendent or other Administrator, made by a parent, student, other person which may affect the employment status of the employee will be discussed with the employee by the receiver of the complaint or other administrator.

B. MEETING WITH PRINCIPAL OR IMMEDIATE SUPERIOR

An Administrator or immediate superior shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. RIGHT TO REPRESENTATION

The employee shall have the right to be represented by a member of the Association at any meetings or conferences regarding such complaint, as stated in Section A above.

ARTICLE XXVII

TEACHER FACILITIES

- A. Every effort will be made to provide space for each teacher within each instructional area in which he teaches to store his instructional materials and supplies.
- B. Teacher faculty rooms containing adequate equipment and supplies to aid in the preparation of instructional materials shall be provided during the school day for the use of teachers

as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff. An air conditioner is supplied for the lounge.

- C. A serviceable desk and chair will be maintained in each classroom.
- D. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibilities shall be requisitioned from the general office.
- E. An electric typewriter will be provided in the Teacher's Lounge.

ARTICLE XXVIII

SICK LEAVE

A. ACCUMULATIVE

All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

All other employees, covered by this Agreement, on a ten (10) month basis shall be allowed ten (10) days due to personal illness each year without deduction from pay. Any unused sick leave shall be accumulated from year to year with no maximum limit.

B. PREVIOUS SICK LEAVE ACCUMULATION

Previously accumulated unused sick leave days shall be restored if the teacher returns within two (2) years, otherwise at the discretion of the Board.

C. NOTIFICATION OF ACCUMULATION

Employees shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.

D. SICK LEAVE REIMBURSEMENT

Upon simultaneous retirement from the teaching profession and retirement from the services of the Board, as confirmed by the New Jersey Teacher's Pension and Annuity Fund or death, payment for unused sick leave will be made as per the following:

Eligibility for this plan begins upon reaching 100 unused sick days. Thereafter, each eligible individual will receive payment as stated below for all unused sick days.

1991-92 - \$35.00 per day

All payments are contingent upon notice of retirement filed with the Board of Education prior to April 30th of the final year of service. Failure to meet this requirement will result in the forfeiture of all payments under this Article. If an employee dies while in the employ of the Board the above shall be paid to his/her estate.

1. Deduction of sick days used, from the individual accumulated sick day credits, will be made in the reverse order of their accrual.

ARTICLE XXIX

TEMPORARY LEAVES OF ABSENCE

A. TYPES OF LEAVES

Employees, covered by this Agreement, shall be entitled to the following temporary leaves of absence with full pay each school year:

1. Personal

Two personal days without giving reason therefore shall be granted per year. Unused personal days shall accumulate as sick days. Personal days may not be taken on days preceding or after a holiday unless they are of an emergency nature and approved by the Superintendent.

- a. At no time will more than 6% of the teaching staff take personal days on any given day when school is in session. Personal days will be granted on a first come first serve basis. The emergency use of a personal day in excess of 6% of the teaching staff may be granted with prior approval of the Superintendent.

2. Professional Visitation

The Superintendent may approve up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

3. Death in Immediate Family

Five consecutive days per occurrence in the event of death of parent, husband, wife, child, brother or sister, mother-in-law, or father-in-law, or other member of immediate household.

4. Death of a Relative or Close Friend or Co-Worker

- a. At the time of the death, an employee, covered by this Agreement, shall be entitled to two consecutive days in the event of death of grandparents, aunt, uncle, niece,

nephew, first cousin or in-law not covered by the preceding paragraph.

- b. Upon approval of the Superintendent one day in the event of death of any close friend or co-worker.

5. Legal

Time necessary for required actual court appearances, in any court, except in the case of a suit against the Board, shall be granted. In cases involving moral turpitude, the leave shall be without pay unless the individual is cleared of charges or otherwise proven innocent.

A. MILITARY

Military leave without pay shall be granted to any employee, covered by this Agreement, who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

B. MATERNITY

An employee, covered by this Agreement, shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Accumulated sick leave time shall be available to said employees who suffer disability on account of pregnancy on the same terms as it is available for all types of disability. The same type of physician's certificate may be required under N.J.S.A. 18A:30-4 for pregnancy as for other disabilities.

An employee covered by this Agreement and returning from a leave of absence caused by pregnancy or birth shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled. No employee, covered by this Agreement, shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between the birth and her desired date of return.

C. RETURN FROM LEAVE

All benefits to which said employee was entitled at the time of absence commenced, including unused accumulated sick leave shall be restored to the employee upon his return, and the employee shall be assigned to the same position which was held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

D. EXTENSIONS AND RENEWALS

All applications for extensions or renewals of leaves shall be in writing.

E. SUBSTITUTES

The Board will provide substitutes whenever a secretary has

an extended leave of more than one month. The Board will also attempt to provide substitutes whenever a secretary is absent. In addition, the Board will attempt to provide a substitute when a custodian has a leave of more than one month.

F. GOOD CAUSE

Other leaves of absence, with or without pay, may be granted by the Board.

G. CHILD REARING LEAVE

All requests for child rearing leave must be submitted in writing to the Superintendent prior to the initiation of the leave. The unpaid leave shall terminate at the end of the semester(s) or a full year only. Employees on extended leaves of absence shall notify the Superintendent in writing no later than November 1, of their intention to return or not to return for the second semester, on April 1, of their intention to return or not return in the following school year.

H. PERSONAL LEAVE

Effective for the 1989-90 school year, the Board shall grant a maximum of two (2) unpaid leaves for serious illness in the immediate family. The Board may verify the illness for which the employee is requesting such leave.

ARTICLE XXXI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. PURPOSE

In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educationally philosophy and goals, social change and other topics related to education. The Board recognized that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board of Education and the Association support the principle of continuing training of teachers and the improvement of instruction.

B. PROGRAMS

1. Tuition

The Board shall pay up to \$1,000 in the 1991-92 school year, and \$1,080 in the 1992-93 school year to any teacher subject to prior approval by the Superintendent in accordance with any one of the below listed criteria:

- a. Graduate courses in the teacher's area of instruction granted by an accredited college or university and successfully completed with a "C" or better average.
- b. Graduate courses acceptable by the State Board of

Examiners for certification purposes and successfully completed with a "C" or better average.

2. Professional Library

Teachers may requisition education resource materials through and with approval by the administration during the school year.

3. Summer Work for Professional Development

When the Board offers a teacher employment during the summer recess, the rate of pay shall be computed as it would during the regular school year. In the event a teacher works a portion of a day, his compensation shall be prorated as it relates to the length of a teacher's day as defined in the appropriate Article. Such rate of pay shall not apply to teachers hired during the summer recess, as driver education instructors, to write curriculum, or for custodial, or maintenance work.

ARTICLE XXXII

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. In the event the administration or Board or both shall determine that conditions in the school system or a portion thereof are unsafe or hazardous for the health, safety or well-being of students and employees, the Association shall be consulted immediately for its advice as to the development of programs that will attempt to promote the safety of students, employees and property. In such events, employees may not be required to perform their regular duties and Association representatives shall be permitted full access to school facilities and teachers.

B. The above procedures are subject to such laws, rules and regulations as may be imposed by law enforcement officials and are further subject to such time limitations as may be appropriate because of the emergent nature of the conditions that may exist.

C. REASONABLE FORCE

As specified in N.J.S.A. 18A:6-1, an employee may, within the scope of his employment use and apply such amount of force as is reasonable and necessary: To quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

D. REPORTING ASSAULTS

1. All employees, covered by this Agreement, shall immediately report cases of assault, vandalism or violence suffered by them in connection with their employment or witnessed by them to the Principal.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from said employee for information in the possession of the Superintendent relating to the incident or the persons involved.

E. NURSE

The school nurse shall be scheduled to be in the building for the entire school day. In consideration for this assignment, she shall be permitted to leave at 2:45 P.M. each day.

ARTICLE XXXIII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. SPECIAL ASSISTANCE

When, in the judgment of a teacher, a student appears to require special assistance the teacher shall be free to avail himself/herself of the service of the Superintendent, Principal, Vice Principal, Assistant Principal, Counselor, Psychologist, or other specialist.

B. DISRUPTIVE STUDENTS

When, in the judgment of a teacher, a student is, by his behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may temporarily exclude the student from the classroom and refer him to the Assistant Principal. In such cases the Assistant Principal shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following school day, a conference among himself, the teacher and possibly an appropriate specialist as prescribed by the Assistant Principal to discuss the problem and to decide upon appropriate steps for its resolution.

C. SCHOOL PROCEDURES

A student handbook which includes disciplinary procedures shall be supplied to each new student and each teacher. Modifications of same shall be made only after consultation with the Instructional Advisory Council.

ARTICLE XXXIV

INSTRUCTIONAL ADVISORY COUNCIL

A. ORGANIZATION

1. Purpose

An Instructional Advisory Council shall be established and shall meet no later than October 1 of each school year. The purpose of the council shall be to strengthen the educational

program through recommendations, research, implementation, and evaluation by the Superintendent and the Association to best meet the needs of the students, the schools, and the community. The council may advise the Board and the Association on such matters as curriculum improvements, teaching techniques, instructional organizational patterns, experimentation, extracurricular programs, in service training and staff development, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research, educational specifications for buildings, school policy manual and other related matters regarding the effective operation of the Eastern High School District.

2. Membership

The council shall consist of at least one (1) representative from each department as recommended by the Subject Area Supervisor and/or appointed by the Superintendent who shall act as chairman.

3. Rules of Procedure

The council shall establish its own rules of procedure.

B. RULES OF PROCEDURE

1. Board and Association Action

The Board and the Association shall consider and study all written recommendations submitted by the council for action. If the Board or the Association refuses to adopt any such recommendations, it shall state the reasons for such refusal to the council.

2. Minority Reports

Reports of the council may include minority as well as majority views.

C. BUDGET

The Board shall consider requests for funds by Instructional Council for the purpose of assisting said council in carrying out its stated purpose.

ARTICLE XXXV

PERSONAL FREEDOM

A. PERSONAL

The personal life of an employee is not an appropriate concern for attention of the Board except as it may prevent the employee from performing properly his assigned functions during the work day.

B. CITIZENSHIP

Employees shall be entitled to full rights of citizenship, and no personal, religious, or political activities of any employee outside the area of employment or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state, or federal law.

ARTICLE XXXVI

DEDUCTION FROM SALARY

A. ASSOCIATION PAYROLL DUES DEDUCTION

1. The Board agrees to deduct from the salaries of employees covered by this Agreement dues for the Eastern Education Association, the Camden County Education Association, the New Jersey Education Association and the National Education Association, or any one of any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.99e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such persons as may from time to time be designated by the Eastern Education Association by the 15th of each month following the monthly pay period in which deductions are made. The person designated shall disburse such monies to the appropriate association or associations.
2. Each of the associations 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 written notice prior to the effective date of such change.

ARTICLE XXXVII

INSURANCE PROTECTION

A. The Board of Education shall provide insurance protection for each employee, covered by this Agreement, who selects the type of coverage as described below:

1. Family Coverage

The Board will provide full coverage under the New Jersey State Health Benefits Plan for Blue Cross and Blue Shield. The Board will provide full family coverage capped at the prevailing rate of the New Jersey State Health Benefits Plan for Blue Cross and Blue Shield. The Board's contribution for those selecting HMO or HIP shall not exceed the premium paid for the above listed State Blue Cross Blue Shield Plan.

2. Single Coverage

The Board will provide the New Jersey Health Benefits Plan Blue Cross Blue Shield Program to the rate provided in one above. Coverage under HIP and HMO may be selected instead to a maximum determined by the full family State Plan Blue Cross Blue Shield rate. Maximum coverage of Washington National Income Protection may be selected instead of the State Plan Blue Cross Blue Shield, HMO, or HIP.

3. Retirement Coverage

Upon retirement, from the Eastern Regional School District, the Board shall continue to provide full coverage under the New Jersey State Health Benefits plan for the employee and eligible dependents provided the employee has completed twenty-five (25) years of service credit in the PERS, as defined in the operational procedures contained in the statutes relating to TPAF.

4. Income Protection Plan

For single employees selecting single State Plan Blue Cross Blue Shield or HIP or HMO, the Board will provide Washington National Income Protection Insurance to a maximum of \$400.00 for 1991-92 and \$432.00 for 1992-93.

5. Dental

The Board shall provide the following single and where appropriate, family dental coverage, at no cost to the employee; at the 1992-93 rates.

Preventive & Diagnostic	UCR-100%
Remaining Basic	UCR-100%
Crowns	UCR-100%
Prosthodontics	UCR-75/25
Orthodontics	UCR-50/50
No deductible	
Maximum yearly coverage - \$1,500	
Maximum orthodontic coverage - \$1,500 (dep. children only)	

6. Prescription Plan

The Board of Education will provide, effective November 1, 1991, a \$4.00/\$2.00 co-pay prescription plan for each individual employee and eligible dependents covered by this Agreement. The cost of such coverage shall be borne by the Board.

ARTICLE XXXVIII

MISCELLANEOUS PROVISIONS

A. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be

contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect for the duration of this Agreement.

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the Board and an individual teacher, 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 Agreement, this Agreement, during its duration shall be controlling.

C. FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Except as this Agreement hereinbefore provides, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement.

D. Rights of the Board

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XXXIX

REPRESENTATION

A. PURPOSE OF FEE

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) 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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. AMOUNT OF FEE

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charges by the Association to its own. Fees to be paid by non-members will be equal to 85% of the above amounts.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the effective date of the change.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. 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 aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. 10 days after receipt of the aforesaid list by the Board;
or
- b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days

after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or 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 fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

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.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment from all such employees.

D. INDEMNIFICATION AND SAVE HARMLESS PROVISION

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

TEACHER'S SALARY GUIDE

Beginning July 1, 1991, courses to provide lateral movement on the Teacher's Salary Guide shall meet any one of the below-listed criteria:

1. Graduate courses in the Teacher's area of instruction granted by an accredited college or university completed with a "C" or better average.
2. Graduate courses accepted by the State Board of Examiners for certification purposes completed with a "C" or better average.
3. Graduate courses in the field of education completed with a "C" or better average.
4. Courses of credit approved by the Superintendent completed with a "C" or better average.

The above language shall not cause any teacher employed prior to June 30, 1985 to revert to another column. All teachers shall receive full credit for courses meeting the above criteria.

ARTICLE XL

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1991, and shall continue in effect until June 30, 1993, subject to no reopener clauses. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their secretaries, and their corporate seals to be placed hereon, all on the day and the year first written.

EASTERN EDUCATION ASSOCIATION

By *Henry W. Smith*
(President)

EASTERN BOARD OF EDUCATION

Robert M. DeCicco
By Robert M. DeCicco
(President)

By *Janice DiStefano*
(Secretary)

Nancy M. Park
By Nancy M. Park
(Secretary)

EASTERN HIGH SCHOOL ACTIVITY GUIDE

SUPERVISION

Detention	
Late/Early Bus	
<u>91-92</u>	<u>92-93</u>
1604	1732
642	693

CLUBS

<u>91-92</u>	<u>92-93</u>	
1540	1663	A
770	832	B

Computer	B
DECA	B
Honor Society	B
Interact	B
International	B
Academic Challenge	A
Newspaper	A
Store	B
Third World	B
Weightlifting (2)	B
Love Kids	B
Mathematics	B
Physics	B
ESCAPE	B
World Affairs	B
Intramurals (3)	B

STUDENT ACTIVITIES

<u>91-92</u>	<u>92-93</u>	
2566	2771	A
1925	2079	B
1283	1386	C

Cheerleaders (2)	B (each)
Seniors	A
Juniors	B
Sophomores	C
Freshmen	C
Student Council	B
Varsity (2)	C

MISCELLANEOUS

	<u>91-92</u>	<u>92-93</u>
Bedside Instruction	21.50	23.25
Driver Education	21.50	23.25
Summer Curriculum Work	21.50	23.25

ARTS

	<u>91-92</u>	<u>92-93</u>
A	3079	3325
B	1412	1525
C	1026	1108
D	770	832
E	2309	2494

MARCHING BAND

Director (1)	A
Assistants (5)	B
Asst. Band Director (1)	E

SCHOOL MUSICAL

Director	A
Assistants (3)	B
Associates (3)	C

WINTER GUARD

Director	B
Assistant	C
Associates (2)	D

SCHOOL PLAY

Director	C
Assistant/Tech.	D

CO-CURRICULAR MUSIC

Vocal	C
Instrumental (2)	D

YEARBOOK

Advisor	A
Business	C

EASTERN CAMDEN COUNTY REGIONAL SCHOOL DISTRICT
TEACHER'S SALARY GUIDE

Yrs Of Exp	91-92		900	1800	3000	4000	5000	6300
	EST REG STEP	BA						
1	1	\$27,491	\$28,391	\$29,291	\$30,491	\$31,491	\$32,491	\$33,791
2-4	2	\$28,491	\$29,391	\$30,291	\$31,491	\$32,491	\$33,491	\$34,791
5	3	\$28,991	\$29,891	\$30,791	\$31,991	\$32,991	\$33,991	\$35,291
6	4	\$29,491	\$30,391	\$31,291	\$32,491	\$33,491	\$34,491	\$35,791
7	5	\$30,613	\$31,513	\$32,413	\$33,613	\$34,613	\$35,613	\$36,913
8-10	6	\$31,890	\$32,790	\$33,690	\$34,890	\$35,890	\$36,890	\$38,190
11-12	7	\$32,951	\$33,851	\$34,751	\$35,951	\$36,951	\$37,951	\$39,251
13-14	8	\$34,051	\$34,951	\$35,851	\$37,051	\$38,051	\$39,051	\$40,351
15	9	\$35,112	\$36,012	\$36,912	\$38,112	\$39,112	\$40,112	\$41,412
16	10	\$36,198	\$37,098	\$37,998	\$39,198	\$40,198	\$41,198	\$42,498
17	11	\$37,207	\$38,107	\$39,007	\$40,207	\$41,207	\$42,207	\$43,507
18	12	\$38,421	\$39,321	\$40,221	\$41,421	\$42,421	\$43,421	\$44,721
19	13	\$40,727	\$41,627	\$42,527	\$43,727	\$44,727	\$45,727	\$47,027
20	14	\$43,187	\$44,087	\$44,987	\$46,187	\$47,187	\$48,187	\$49,487
21	15	\$46,022	\$46,922	\$47,822	\$49,022	\$50,022	\$51,022	\$52,322
22+	16	\$49,176	\$50,076	\$50,976	\$52,176	\$53,176	\$54,176	\$55,476

Yrs Of Exp	92-93		900	1800	3000	4000	5000	6300
	STEP	BA						
1	1	\$28,606	\$29,506	\$30,406	\$31,606	\$32,606	\$33,606	\$34,906
2	2	\$29,356	\$30,256	\$31,156	\$32,356	\$33,356	\$34,356	\$35,656
3-5	3	\$30,106	\$31,006	\$31,906	\$33,106	\$34,106	\$35,106	\$36,406
6	4	\$30,625	\$31,525	\$32,425	\$33,625	\$34,625	\$35,625	\$36,925
7	5	\$31,790	\$32,690	\$33,590	\$34,790	\$35,790	\$36,790	\$38,090
8	6	\$33,016	\$33,916	\$34,816	\$36,016	\$37,016	\$38,016	\$39,016
9-11	7	\$34,317	\$35,217	\$36,117	\$37,317	\$38,317	\$39,317	\$40,617
12-13	8	\$35,360	\$36,260	\$37,160	\$38,360	\$39,360	\$40,360	\$41,660
14-15	9	\$36,462	\$37,362	\$38,262	\$39,462	\$40,462	\$41,462	\$42,762
16	10	\$37,589	\$38,489	\$39,389	\$40,589	\$41,589	\$42,589	\$43,889
17	11	\$38,637	\$39,537	\$40,437	\$41,637	\$42,637	\$43,637	\$44,937
18	12	\$39,898	\$40,798	\$41,698	\$42,898	\$43,898	\$44,898	\$46,198
19	13	\$42,292	\$43,192	\$44,092	\$45,292	\$46,292	\$47,292	\$48,592
20	14	\$44,847	\$45,747	\$46,647	\$47,847	\$48,847	\$49,847	\$51,147
21	15	\$48,276	\$49,176	\$50,076	\$51,276	\$52,276	\$53,276	\$54,576
22+	16	\$52,176	\$53,076	\$53,976	\$55,176	\$56,176	\$57,176	\$58,476

EASTERN CAMDEN COUNTY REGIONAL

SECRETARY SALARY GUIDE

1992-1993

91-92

STEP

1	17600
2	17950
3	18350
4	18650
5	19950
6	21150
7	24000
8	

Attendance Officer	\$850
Office Manager	\$1150

92-93

1	19139
2	19439
3	19789
4	20189
5	20489
6	21789
7	22989
8	25839

Attendance Officer	\$918
Officer Manager	\$1242

CUSTODIAN SALARY GUIDE

1991-92

STEP	Grade 15	Grade 10	Grade 5	
1				Foreman \$1150
2				Black Seal \$750
3				
4	15343	18143	21343	
5	15843	18643	21843	
6	17528	20328	23528	
7	19826	21628	24828	
8	20428	22228	26428	
9	23914	26714	29914	
10	27400	30200	32900	

1992-93

STEP	Grade 15	Grade 10	Grade 5	
1				Foreman \$1242
2				Black Seal \$810
3				
4	17084	19884	23084	
5	17384	20184	23384	
6	17884	20684	23884	
7	19569	22369	25569	
8	20869	23669	26869	
9	22469	25269	28469	
10	25955	28755	31955	
11	29441	32241	34941	

EASTERN HIGH SCHOOL

SALARY GUIDE FOR COACHING 1991-92 & 1992-93

LEVEL I (BASKETBALL, FOOTBALL, SWIMMING, AND WRESTLING)

<u>HEAD COACH</u>		<u>1992-93</u>	
Step 1	2950	Step 1	3000
Step 2	3570	Step 2	3500
Step 3	4215	Step 3	4100
Step 4	4830	Step 4	4800
		Step 5	5070

<u>ASSISTANT COACH</u>			
Step 1	2625	Step 1	2600
Step 2	3045	Step 2	2950
Step 3	3387	Step 3	3350
Step 4	3566	Step 4	3650
		Step 5	3850

LEVEL II (ALL OTHER VARSITY SPORTS)

<u>HEAD COACH</u>			
Step 1	2730	Step 1	2750
Step 2	3150	Step 2	3150
Step 3	3510	Step 3	3500
Step 4	3975	Step 4	3975
		Step 5	4300

<u>ASSISTANT COACH</u>			
Step 1	1995	Step 1	2000
Step 2	2900	Step 2	2500
Step 3	3050	Step 3	3200
Step 4	3465	Step 4	3475
		Step 5	3750

ALL COACHES WILL BE PAID AT ONE OF THE RATES LISTED ABOVE