

AGREEMENT

Between

Haddonfield Board of Education  
BOARD OF EDUCATION, HADDONFIELD, NEW JERSEY

AND

HADDONFIELD EDUCATION ASSOCIATION

X July 1, 1982 - June 30, 1984

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	PARTIES .....	1
II	RECOGNITION .....	1
III	RIGHTS AND RESPONSIBILITIES OF THE BOARD .....	1
IV	NON-DISCRIMINATION .....	2
V	TEACHER RIGHTS .....	2
VI	STATUTORY SAVINGS CLAUSE .....	3
VII	GENERAL SAVINGS CLAUSE .....	3
VIII	NO SANCTIONS .....	3
IX	COMPLAINTS AND GRIEVANCE PROCEDURES.....	3
X	TEACHER ASSIGNMENTS .....	6
XI	PROMOTIONS, TRANSFERS AND ASSIGNMENTS .....	6
XII	TEACHER EVALUATION .....	7
XIII	TEACHER RESPONSIBILITY .....	9
XIV	PROFESSIONAL DEVELOPMENT .....	9
XV	LIAISON COMMITTEE .....	10
XVI	LEAVES OF ABSENCE .....	11
XVII	PAY .....	13
XVIII	REIMBURSEMENT FOR MILEAGE .....	15
XIX	INSURANCE .....	15
XX	RULES FOR MAKING CHANGES .....	16
XXI	REDUCTION IN STAFF .....	16
XXII	MISCELLANEOUS PROVISIONS .....	17
XXIII	TERMINATION AND NEGOTIATION PROCEDURE .....	17
XXIV	TEACHER WORK YEAR .....	18

TABLE OF CONTENTS  
(continued)

	<u>PAGE</u>
SIGNATURE PAGE .....	18
SIDEBAR AGREEMENTS .....	19
SCHEDULE "A" TEACHERS SALARY GUIDE .....	20
SCHEDULE "B" EXTRA PAY FOR NON-ATHLETIC ACTIVITIES .....	21 - 22
SCHEDULE "C" COACHES SCALE .....	23

## ARTICLE I

### PARTIES

A. This Agreement is entered into this 22nd day of April 1982, between the Board of Education of the Borough of Haddonfield, hereinafter referred to as the "Board" and the Haddonfield Education Association, hereinafter referred to as the "Association".

## ARTICLE II

### RECOGNITION

A. The Haddonfield Board of Education hereby recognizes the Haddonfield Education Association as the exclusive and sole representative, in accordance with Chapter 123 of Public Laws 1974, for all certified personnel in a unit which includes teachers, librarians, guidance counselors, nurses, and members of the Child Study Team; but excludes superintendent, assistant superintendent, principals, assistant principals, administrative assistants, coordinators, and supervisors.

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

## ARTICLE III

### RIGHTS AND RESPONSIBILITIES OF THE BOARD

A. Except as otherwise expressly limited by the provisions of this Agreement, the Board shall retain sole jurisdiction and authority over matters of policy and shall retain the right, in accordance with applicable laws and regulations to:

1. Direct employees of the school district.
2. Hire, promote, transfer, assign, and retain employees in positions within the school district, and to suspend, demote, discharge, or take over disciplinary action against employees.
3. Relieve employees from duties because of incompetency or for other legitimate reasons.
4. Maintain the efficiency of the school district operations entrusted to them.
5. Determine the methods, means and personnel by which such operations are conducted.

6. Take whatever other actions may be necessary to carry out the mission of the school district.

7. The Board will exercise all of its rights regarding non-renewal of non-tenured teachers to the fullest extent permitted by law, any provision in this Agreement to the contrary notwithstanding.

B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

#### ARTICLE IV

##### NON-DISCRIMINATION

A. The Board and the Association will not discriminate against any person because of race, creed, national origin, sex, religious persuasion, membership or non-membership in the Association.

#### ARTICLE V

##### TEACHER RIGHTS

A. Whenever any teaching staff member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.

B. In the event that the aforesaid meeting or interview results in the certification of any charges against a tenured teacher to the Commissioner of Education, the Board may suspend the person against whom such charge is made, with or without pay. However, if the determination of the charge by the Commissioner of Education is not made within one hundred and twenty (120) calendar days after certification of the charges, excluding all delays which are granted at the request of such person, then the full salary (except for said 120 days) of such person shall be paid beginning on the one hundred twenty-first day until such determination is made. Should the charge be dismissed, the person shall be reinstated immediately with full pay from the first day of such suspension. Should the charge be dismissed and the suspension be continued during an appeal therefrom, then the full pay or salary of such person shall continue until the determination of the appeal. However, the Board of Education shall deduct from said full pay or salary any sums received by such employee or officers by way of pay or salary from any substituted employment assumed during such period of suspension. Should the charge be sustained on the original hearing or an appeal therefrom, and should such person appeal from the same, then the suspension may be continued unless and until such determination is reversed, in which event he shall be reinstated immediately with full pay as of the time of suspension.

ARTICLE VI

STATUTORY SAVINGS CLAUSE

A. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

ARTICLE VII

GENERAL SAVINGS CLAUSE

A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

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

ARTICLE VIII

NO SANCTIONS

A. In consideration of this Agreement, the Board and the Association shall refrain from actions normally associated with the terms "strike" or "sanctions".

ARTICLE IX

COMPLAINTS AND GRIEVANCE PROCEDURE

A. Complaints: A teacher with a complaint shall first discuss it with his immediate superior, with the objective of resolving the matter informally. If the complaint is not settled within five (5) school days and involves a matter subject to the Grievance Procedure, it may be reduced to writing and considered a grievance subject to the grievance provisions of this Agreement.

B. Definition of Grievance: A grievance is a dispute or difference between the Board and the Association, or the teachers represented by it, with respect to the interpretation, application, or violation of policies, this Agreement, and administrative decisions affecting the teachers.

C. Time Limits:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level

should be considered a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. All grievances shall be presented as soon as possible after the occurrence upon which based, but in no event later than fifteen (15) school days. All such grievances not so presented shall not be entitled to consideration by the party to whom presented.

3. All grievances shall be presented at Level One, shall be in writing on grievance forms provided for the purpose, and shall set forth the provisions of this Agreement, board policy, or administrative decisions upon which the grievance is based.

4. Grievance decisions and any appeals to a higher level of grievance procedure shall be in writing and made on the aforementioned grievance forms.

5. In the event a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, and, if left unresolved, could in the opinion of the Association or the Board, result in irreparable harm, the time limits set forth therein shall, at the request of either party, be reduced as much as practicable, so that the grievance procedure may be exhausted by the end of the school year; however, the party upon whom the request is made shall have the right to reply within the time limits in this Agreement.

D. Procedure:

1. Level One:

- a. Within five (5) school days after a grievance is submitted by the Association it shall be discussed in a meeting between the Association's Professional Rights and Responsibilities Representative for that building and the principal.
- b. If the grievance is not settled within fifteen (15) school days after it is discussed in the meeting with the building principal, the Association may appeal it to Level Two within five (5) school days after the decision at Level One or twenty (20) school days after the grievance was submitted for discussion, whichever is sooner.

2. Level Two:

- a. A grievance submitted to Level Two shall be discussed within five (5) school days of receipt of the grievance form, by the chairman of the Association's Professional Rights and Responsibilities Committee and the Superintendent of Schools or his designee.

- b. If the grievance is not settled within ten (10) school days after it is discussed with the Superintendent or his designee, the Association may appeal it to Level Three within ten (10) school days after the decision at Level Two or twenty (20) school days after the grievance was presented in discussion at this step, whichever is sooner.

3. Level Three:

- a. A grievance submitted to Level Three shall be discussed within ten (10) school days of receipt of the grievance form by a committee appointed by the president of the Association and a committee appointed by the president of the Board. The respective committee shall include the chairman of the Association's Professional Rights and Responsibilities Committee and the Superintendent of Schools.
- b. A decision shall be made by the Board within ten (10) school days after the grievance was discussed at this step.

4. Level Four:

- a. If the grievance is not resolved at Level Three then a grievance with respect to the interpretation or application of provisions of this Agreement may, within fifteen (15) school days following a decision at Level Three, be submitted to binding arbitration under the voluntary arbitration rules of the American Arbitration Association. If, in the opinion of either party, the grievance submitted is not arbitrable under the terms of this Agreement, then the arbitrator shall first rule if the grievance is arbitrable, and if it is not, shall dismiss it. The arbitrator shall not have the jurisdiction or authority to add to, detract from or alter in any way the provisions of the Agreement. In the event of arbitration, the costs of the arbitrator's services shall be shared by each of the parties and each of the parties shall bear his own costs.

5. The following matters shall not be arbitrable:

- a. The failure or refusal of the Board to renew a contract of a non-tenured teacher.
- b. Matters where a method of review is prescribed by law or by any rules, regulations of the State Commissioner of Education or the State Board of Education.
- c. Matters where the Board is without authority to act.



ARTICLE X

TEACHER ASSIGNMENTS

A. Except in unusual circumstances requiring later assignment, notice of assignment to teachers, whose employment has continued from the prior year, normally shall be given by the third week in August. Such notice shall include class and/or subject, building and room. Such notice shall not preclude a change in assignment of a teacher.

B. Non-Tenure Teacher Offer of Assignment:

1. On or before April 30 in each year, every Board of Education in this State shall give to each non-tenure teaching staff member continuously employed by it since the preceding September 30 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 as may be required by law or policies of the Board of Education, or
- b. A written notice that such employment will not be offered.

2. Should any Board of Education fail to give to any non-tenure teaching staff member 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 this act, then said Board of Education shall be deemed to have offered to that teaching staff member 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 of Education.

3. If the teaching staff member desires to accept such employment he shall notify the Board of Education of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance the provisions of this article shall no longer be applicable.

ARTICLE XI

PROMOTIONS, TRANSFERS AND ASSIGNMENTS

A. Within the thirty (30) day period prior to October 1, and again within the thirty (30) day period prior to March 1, a teacher may file with the Superintendent of Schools up to two requests for promotion, transfer or reassignment. These requests shall be in accordance with rules established by the Superintendent.

B. A teacher may file with the Superintendent of Schools a request for transfer, reassignment or promotion for openings which may occur during the summer recess. This shall be done by May 1. The Superintendent shall review any requests which are on file prior to recommending a promotion, reassignment or transfer to the Board of Education to fill an opening occurring during the summer recess. Nothing herein shall limit the Superintendent in his recommendations to the Board of Education.

C. The Superintendent shall review requests which are on file prior to recommending promotions, transfers or assignments to the Board of Education, but nothing herein shall limit the Superintendent in his recommendations to the Board. Normally, a teacher's agreement shall be obtained but the Board shall not be limited in its right to promote, transfer, or assign teachers in the school system.

D. In the unusual circumstances when the teacher's consent cannot be obtained, any involuntary transfer or new assignment may be reviewed and considered through Level Three of the grievance procedure.

E. For the purpose of this Article, the term "promotion" shall refer to positions outside the bargaining unit.

F. The Superintendent shall endeavor to post notices of vacancies within the district.

## ARTICLE XII

### TEACHER EVALUATION

All Teachers shall be evaluated and written reports of such evaluations shall be filed with the Superintendent of Schools.

#### A. General Criteria:

1. Open Evaluation. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, tape recorders and other electronic devices shall not be used in observation of the teacher's classroom performance without the knowledge of the teacher.

2. Evaluation by Supervisors. Supervisory personnel may conduct classroom observations and complete evaluation reports. Supervisory personnel may meet separately or together with the teacher who has been observed. If conflicting reports by the supervisory personnel cannot be resolved, they may be settled by the Superintendent of Schools.

3. Copies of Evaluations. A teacher shall be given a copy of any class visit or evaluation report prepared by his

evaluators. No such report shall be submitted to the Superintendent, 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. A teacher's signature on an evaluation form will show that he has received a copy of it but does not necessarily show that he is in agreement with it.

4. Conferences. A teacher shall be given an opportunity to discuss an evaluation in a conference with his supervisor to be held normally within ten (10) full school days of the observation.

- a. If a teacher is dissatisfied with an interim evaluation (i.e. classroom observation and/or anecdotal record), the teacher within ten (10) days after receiving the report may request a review of the evaluation by the supervisor's immediate superior.
- b. If a teacher is dissatisfied with his final evaluation, the teacher shall, upon submitting a request within ten (10) days after receiving a copy of the final evaluation, be granted a conference with the supervisor's immediate superior. Where the Superintendent of Schools is not the supervisor's immediate superior, the Superintendent of Schools may be included in the review and/or conference, if requested by the teacher and/or supervisor.

5. Final Evaluations. Each teacher shall receive a written summary of his performance for the year each June prior to the close of school. This evaluation shall be a summary of previous evaluations and shall evaluate the teacher's performance in relation to his teaching duties both in and outside of the classroom. In general, no information should appear in this final summary that has not appeared in some previous written evaluation or in some conference between the teacher and his supervisors.

B. Evaluation Procedure:

1. Written reports shall be prepared by the teacher's supervisor for all pre-announced classroom observations.
2. Observations that are to result in a written evaluation shall be conducted for the entire class period whenever possible.
3. Non-tenure teachers should be notified in advance when they are to be observed initially during their first year of employment. Advance notification need not be given for subsequent observations but consideration should be given to those teachers who are observed under extenuating circumstances.
4. Parental complaints or other complaints that may have a bearing on the evaluation of a teacher should be brought to the

attention of the teacher by his supervisor or principal and investigated before any action is taken.

5. A minimum of three (3) observations shall be conducted for non-tenure teachers followed by written reports and conferences. These observations shall be conducted during instructional periods with each occurring on separate days.

6. A teacher may request additional classroom observations and the supervisor may conduct additional observations as the need is felt.

C. Personnel Records:

1. File. A teacher shall have the right, upon request, to review the contents of his personnel file.

2. Derogatory Material.

a. A teacher will be notified of derogatory material.

b. A teacher will acknowledge having seen the derogatory material by initialling it before it is placed in his/her personnel file.

c. A teacher may within fourteen (14) school days prepare written response to material and have it attached to derogatory material.

ARTICLE XIII

TEACHER RESPONSIBILITY

A. The teachers shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policies of the Haddonfield School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without the knowledge of the teacher. The person making the change shall initial and date the change.

B. Teachers shall not be compelled to participate in overnight trips.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT

A. Teachers shall be reimbursed for tuition expenses in accordance with the following provisions:

1. Courses for which tuition refund is requested by an applicant must be in his area of teaching or closely related to it as determined and recommended by his supervisor or coordinator, principal and superintendent.

2. Each course proposal shall have written approval by the superintendent prior to registration.

3. Courses must be taken on the campus of an accredited educational institution or at the extension center of such an institution. Correspondence courses are not eligible.

4. During the regular school year a maximum of three (3) college credits per semester are eligible for approval; during the summer a maximum of nine (9) college credits are eligible for approval.

5. Any full time teacher under contract to the Haddonfield Board of Education is eligible to apply under these provisions provided he has completed at least one (1) semester service in the Haddonfield School System immediately prior to registration.

6. Approved tuition expense will be reimbursed up to the following maximum amounts per fiscal year. Unused tuition benefits are not transferable to another fiscal year.

a. For undergraduate courses, \$150.

b. For graduate courses other than those for which the applicant is matriculated as a doctoral degree candidate, \$425.

c. For graduate courses for which the applicant is matriculated for the doctoral degree, \$450.

7. Upon successful completion of the approved course(s) an official transcript shall be presented to the superintendent, on the basis of which reimbursement shall be made.

8. The decision of the superintendent shall be final with respect to the approval of courses for which reimbursement is requested and for the number of credits eligible for approval.

#### ARTICLE XV

##### LIAISON COMMITTEE

The Liaison Committee shall be a link between the professional staff and the Board of Education. It shall be composed of teachers and administrators who shall be concerned with the development and interpretation of policy and the implementation of policy. It is recognized that the Board of Education has the ultimate responsibility for the adoption of policy and that the Liaison Committee

is advisory in nature. The Liaison Committee may also serve as a sounding board for issues and concerns of both the professional staff and the Board of Education.

The Superintendent of Schools and the President of H.E.A. shall jointly confer to determine the agenda of committee meetings and the times when the committee shall meet.

The committee shall be composed of the Superintendent, five other administrators selected by the Superintendent, the president of H.E.A., two teachers from the high school, two teachers from the middle school, and one teacher from each of the district's elementary schools.

## ARTICLE XVI

### LEAVES OF ABSENCE

Teachers may receive the following non-cumulative leaves of absence, in addition to sick leave, with pay each year.

#### A. Personal Leave of Absence

Up to a total of three (3) days per year may be allowed for absence of a personal nature. These include but are not limited to:

1. A legal proceeding. No teacher shall be entitled to a personal leave with pay under this provision for attendance at a legal proceeding which he/she has instituted against the Board.
2. Marriage of employee or marriage in immediate family.
3. Personal business which cannot be handled outside of school hours.

Application for approval of leave of absence shall be made by the teacher to the Superintendent through the teacher's building principal, or in the case of the Child Study Team, through the Director of Pupil Personnel Services. The Board shall permit days for absence of a personal nature to be taken without describing the details of the reason but with the requirements to indicate the reason under 1, 2 or 3 above. One day per year may be taken without the need to state the reason. A request for the approval of the absence must be made. In the opinion of the Board, should there be evidence that the privilege of not giving reasons is being abused, this provision shall be revoked. Days not used shall be credited as sick leave days, providing no more than thirty (30) such days be credited as sick leave for each teacher.

**B. Death**

In the event of death of a member of the teacher's immediate family, as defined in C. 1. below, the teacher shall be allowed a leave of absence of three (3) days. One day a year shall be granted in the event of death of a teacher's friend or relative outside the teacher's immediate family as defined below. Any extension of the leave of absence shall be determined by the Superintendent of Schools in light of the circumstances.

**C. Serious Illness in Immediate Family**

In the event of serious illness in the teacher's immediate family, as defined below, the teacher shall be allowed a leave of up to three (3) days per year.

1. Immediate Family. "Immediate Family" shall include father, mother, father-in-law, mother-in-law, spouse, child, brother, sister, grandparent or any member of the immediate household.

**D. Disability Leave**

1. Any employee who becomes disabled due to injury or illness (including pregnancy) shall notify the Superintendent as soon as possible after the injury is sustained or, after the illness becomes known, of the reason for the disability and the period of time it is estimated that the employee will be unable to perform his or her duties because of the disability.

2. The employee shall be granted disability leave while disabled and during that time shall be paid sick leave allowance to the extent that same is available pursuant to sub-paragraph A. above for days lost from work.

3. The Board may request employees who are absent on disability leave to provide it with medical certification from the teacher's treating physician and also, if it elects, to have the teacher examined by a physician of its choosing.

**E. Extended Unpaid Leaves of Absence**

1. The employee shall make written application for such leave, stating the date requested leave is to begin and date same is to terminate.

2. The date of return to work shall normally be September 1st but may be adjusted by the Board of Education by request of the individual or the Board of Education. In no event shall the leave exceed eighteen (18) months.

3. When a leave has been granted, the Board cannot guarantee that upon return to work the employee will be assigned to the same building, class, room or grade the teacher was assigned to before the leave.

4. If an employee who is granted an extended leave of absence works at least one hundred and twenty (120) school days in the school year, the employee shall advance as in the salary guide and will receive the full increment on the salary scale the following year, and, if such employee has worked more than ninety (90) school days in the school year, but less than one hundred and twenty (120) school days, then such employee shall be granted fifty (50%) per cent of the normal increment for the following year and move one-half (1/2) step on the salary guide. If the employee works ninety (90) or less school days in the school year, the employee will not advance on the salary guide nor receive any increment in the following year.

5. Unused accumulated sick leave shall be restored to the employee upon return from said leave of absence. Sick days and continuous service credit for tenure and other purposes shall not accrue during such leave of absence.

6. The Board shall not be required to continue the leave of absence of the non-tenured teacher beyond the school year for which he was hired, or to offer tenure or a new contract to a non-tenured teacher.

## ARTICLE XVII

### PAY

#### A. Salaries

The salary guide for teachers covered by this Agreement is set forth in Schedule "A", which is attached hereto and made a part hereof.

1. Teachers who complete degree requirements or credits which change their salary status during the spring or summer shall be placed on the appropriate level of the salary guide in September. Teachers who complete degree requirements or credits which change their salary status during the fall semester shall be placed on the appropriate level of the salary guide in February of that year.

a. No change in salary status shall be granted unless the credits claimed by the teacher are credits for graduate or approved courses confirmed by a properly credited college or university.

2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

a. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid according to the following schedule:



(1) Total amount on July 15th.

(2) Two (2) equal installments on July 15th and August 15th.

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 check on the last working day in June.

B. Summer Vacation Curriculum Planning

A teacher who is assigned to the development of curriculum during the summer vacation period shall be paid on the basis of the number of days of work represented by the assignment, as determined by the Superintendent. Each such day shall be paid at the rate of one two hundredths of his annual salary.

C. Home Teaching and Bedside Instruction Pay

A teacher who is assigned to and performs home teaching or bedside instruction shall be paid \$9.00 an hour for instruction and \$.20 per mile.

D. Extra Pay for Non-Athletic Activities

1. A teacher who is assigned to and performs an assignment on Schedule "B" shall receive an extra payment at the annual amount shown.

2. The amount shown on Schedule "B" shall be paid in two (2) equal payments made in December and June.

E. Interscholastic and Intramural Coaches' Salaries

1. Interscholastic coaches will be paid per Schedule "C".

2. Payment for intramurals will be \$400.00

3. Coaches will be paid in two (2) equal installments as follows:

Fall Sports - 11/15 - 12/15

Winter Sports - 2/15 - 3/15

Spring Sports - 5/15 - 6/15

a. The final payment is not made until approved by the Athletic Director.

F. Membership in Curricula Related Associations

The Board of Education will pay all fees for activities necessary for student participation.

### G. Payment for Unused Sick Leave

Payment for unused sick days shall be made upon retirement according to the following schedule:

1. \$10.00 per day for teachers retiring with fifteen (15) or more years but less than twenty (20) years service in the district.
2. \$15.00 per day for teachers retiring with twenty (20) years or more service in the district.

## ARTICLE XVIII

### REIMBURSEMENT FOR MILEAGE

A. A teacher who, with advance approval of the Superintendent, uses his automobile in the performance of his duties shall be reimbursed at the rate of \$.20 per mile.

## ARTICLE XIX

### INSURANCE

A. The Board shall provide a policy of insurance for basic hospitalization, surgical, and major medical insurance for teachers and dependents with coverage comparable to the State 14/20 Plan. The Board shall pay the full premium cost for the individual teacher's coverage and the dollar amount of dependent coverage provided in the 1981-82 school year.

For the duration of the contract, the teacher will contribute any additional increase above the amount of individual coverage increase. The teacher's contribution shall be deducted from his monthly salary. The above coverage shall be provided for each teacher and dependents for whom the teacher shall apply and who are determined eligible for such coverage. The Board reserves the right to seek comparable coverage at a reduced cost that would be mutually acceptable to the Board and the Association.

B. Effective July 1, 1982, the Board shall contribute to a dental plan, providing coverage in the maximum amount of \$20,000.00 per year. The insurance company which shall provide this coverage shall be mutually selected by the Board and the Association.

C. Effective July 1, 1982, the Board shall contribute to a prescription drug program, providing coverage in the maximum amount of \$8,000.00 per year. The insurance company which shall provide this coverage shall be mutually selected by the Board and the Association.

It is the intent of this paragraph C. that if a prescription drug program can be obtained for less than the sum referred herein, then the Board shall have no obligation to pay any sums beyond what the actual cost of said plan is.

## ARTICLE XX

### RULES FOR MAKING CHANGES

A. Neither party hereto shall press any proposal to change, modify, or add to the provisions of this Agreement, except in accordance with the procedure set forth in the article entitled "Termination and Negotiation Procedure" hereof; provided the foregoing is not intended to prevent the Association or the Board, under proper circumstances, from requesting the other to consider a modification of an effective provision of this Agreement. In such cases the party making such request will be afforded a reasonable opportunity to present and discuss the reasons for such request. The party to whom such request is made shall have the right to refuse such request and to rely upon the provisions of this Agreement during the whole of its term.

B. In the event that no formal requests are submitted in the course of the school year, the Parties will meet informally once a year. These meetings are not intended to bypass the first paragraph of this Article or the grievance procedure.

## ARTICLE XXI

### REDUCTION IN STAFF

#### A. Definition

Reduction in Staff refers to those instances where the Board of Education takes action resulting in a decrease in the total number of teachers within the school system.

#### B. Dismissals

Dismissals resulting from any such reduction in staff shall not be made by reason of residence, age, sex, marriage, race, religion, or political affiliation.

1. Dismissals of tenured teachers shall be made on the basis of seniority according to standards established by the Commissioner of Education in accordance with the provisions of N.J.S.A. 18A:28-10.

#### C. Recall

1. If any tenured teacher is dismissed as a result of a reduction in Staff, such teacher shall be placed on a preferred eligible list for reemployment in order of seniority and the Board in filling teaching vacancies shall comply with the provisions of N.J.S.A. 18A:28-12.

2. Any non-tenured teacher dismissed by reason of a reduction in Staff will be placed on a list kept by the Superintendent and shall be considered in filling any future vacancies in which the teacher is properly certified.

D. Notice

The Board shall give the Association prior written notice and the right for consultation before any reduction in Staff is implemented. Said written notice shall be given to the Association ninety (90) days prior to the implementation of any reduction in staff and shall include specifically the number of affected teachers. As soon as possible when the names of the affected teachers are known, this information shall also be given to the Association. Every effort shall be made by the Board to place the affected teachers within the school system, where vacancies do exist and where the teachers are properly certified.

E. Attrition

The Board shall give primary consideration to the use of attrition to accomplish any reduction in staffing, within the time designated by the Board to accomplish any reduction in staff.

F. Curriculum Change

If any element of the present curriculum offered during the normal school program is changed so that such program is offered outside the normal school day or on a separate tuition basis, the Board shall offer employment in such programs first to the existing members of the teaching staff who are properly certified for such program, before employment in such programs is offered to any person outside of the school system teaching staff.

G. Disputes

Any disputes with regard to a reduction in staffing shall be subject to consideration in the grievance procedure through Level Three, but shall not be subject to consideration in the grievance procedure at Level Four.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. Within thirty (30) days of the signing of this Agreement, it shall be reproduced, the costs of which shall be shared by both the Board and the Association.

B. Within ten (10) days of the reproduction of this Agreement, it shall be distributed to the teachers.

ARTICLE XXIII

TERMINATION AND NEGOTIATION PROCEDURE

A. This Agreement shall be effective as of July 1, 1982, and shall continue in effect until June 30, 1984. Either Party

must give written notice not later than November 1, 1983 of any changes desired in the Agreement commencing July 1, 1984, subject, however, to a salary reopener for the 1983-84 school year. Negotiations in regard to said reopener shall commence in the Fall of 1982 in accordance with the timetable established by the New Jersey Public Employment Relations Commission for that year. The party giving written notice of any changes desired in this Agreement shall at the same time present such proposals as far as practicable in the language and form of the specific contract provisions which they propose for inclusion in the Agreement to effect such changes.

B. Negotiations shall commence in accordance with the timetable established by the New Jersey Public Employment Relations Commission.

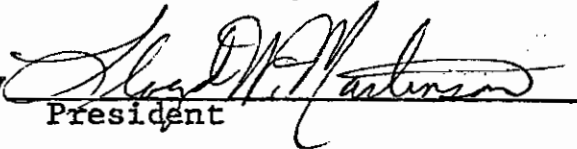
ARTICLE XXIV

TEACHER WORK YEAR

A. Teacher work year shall be for a period of 185 days.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and representatives on the day and year first above written.

THE BOARD OF EDUCATION OF THE  
BOROUGH OF HADDONFIELD, IN THE  
COUNTY OF CAMDEN, NEW JERSEY

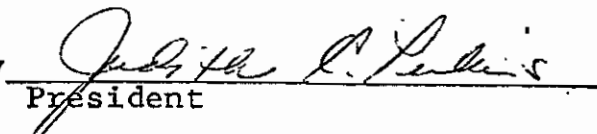
By   
President

Attest:

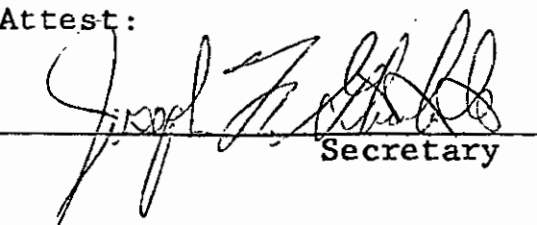
  
Secretary

(SEAL)

THE HADDONFIELD EDUCATION  
ASSOCIATION OF THE BOROUGH  
OF HADDONFIELD IN THE COUNTY  
OF CAMDEN, NEW JERSEY

By   
President

Attest:

  
Secretary

## SIDEBAR AGREEMENTS

1. Unused emergency days (snow days) are to be used to shorten the school year.
2. Teachers not living in Haddonfield may enroll their children as tuition students at 40% of the regular tuition rate if the receiving principal determines that an appropriate program and classroom space are available and the student's academic and conduct record is acceptable. The student must also meet the district's admission criteria and be approved by the Superintendent.
  - a. Tuition for a teacher's child shall be reduced to 20% of the regular tuition rate when the teacher is responsible for enrolling a full-paying tuition student and that tuition is paid in full.
  - b. Tuition for a teacher's child shall be reduced to zero when the teacher is responsible for enrolling two full-paying tuition students and both tuitions are paid in full.
  - c. Any teacher responsible for enrolling a full-paying tuition student shall receive a payment of \$500 after the first year's tuition is paid in full.
  - d. The above tuition credits listed in paragraphs a. and b. and the payment listed in paragraph c. shall apply for new full-paying tuition students enrolling for the 82/83 school year and the 83/84 school year. Payment in paragraph c. above shall be made if the full-paying tuition student is not credited for tuition reduction through the procedure listed in paragraphs a. or b. above.
  - e. Any dispute concerning credit for enrolling a full-paying tuition student shall be resolved by the Superintendent without recourse to any further appeal.
3. Non-athletic extracurricular positions and stipends will be reviewed by the administration no later than September 1983.
4. The current additional payment of \$300 to each guidance counselor and one teacher at the Elizabeth Haddon School will be continued without increase for current personnel, but will not be paid to any new employees.

BOARD OF EDUCATION  
HADDONFIELD, NEW JERSEY  
SCHEDULE "A"  
TEACHERS' SALARY SCALE

1982 - 1983

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>PH.D</u>
1	13,475	13,769	14,061	14,697	14,990	15,282	15,400
2	13,875	14,169	14,461	15,097	15,390	15,682	15,800
3	14,275	14,569	14,861	15,497	15,790	16,082	16,200
4	14,708	15,001	15,293	15,930	16,223	16,515	16,633
5	15,177	15,470	15,762	16,398	16,692	16,984	17,102
6	15,770	16,063	16,357	16,992	17,285	17,578	17,988
7	16,239	16,532	16,825	17,460	17,754	18,047	18,457
8	16,708	17,000	17,294	17,930	18,222	18,515	18,925
9	17,294	17,587	17,880	18,515	18,867	19,102	19,512
10	17,962	18,255	18,549	19,184	19,477	19,770	20,180
11	18,490	18,782	19,075	19,652	19,946	20,239	20,649
12	19,134	19,427	19,720	20,297	20,590	20,884	21,294
13	19,720	20,014	20,306	20,884	21,176	21,469	21,879
14	20,397	20,690	20,984	21,619	21,912	22,205	22,616
15	20,924	21,217	21,511	22,146	22,439	22,732	23,143
16	21,511	21,804	22,096	22,791	23,084	23,377	23,787
17	22,038	22,331	22,624	23,377	23,669	23,963	24,373

Teachers who were off of scale in 1981-82 shall receive an increase in salary for 1982-83 as follows:

BA	- \$2050	MA	- \$2100
BA+15	- \$2050	MA+15	- \$2100
BA+30	- \$2050	MA+30	- \$2100
		PH.D	- \$2100

These increases are exclusive of the service credit for total teaching experience.

Service credit for total teaching experience is as follows:

\$200 for 17th through 21st year of service

\$300 for 22nd through 26th year of service

\$400 from 27th year and beyond

EXTRA PAY FOR NON-ATHLETIC ACTIVITIES

Audio Visual Coordinator	
High School	\$ 787
Middle/Central	361
Auditorium Supervisor	426
Distribution of School Supplies	607
General Treasurer of Student Activities and Transportation Coordinator for Field Trips	817
Independent Study Coordinator	180
Team Leaders - Middle School	667
American Abroad Coordinator and American Field Service - Foreign	) ) )
	481*
American Field Service Advisor (Domestic) *Salary may be prorated over 2 positions	) )
Class Advisor	
Freshman Class	426
Sophomore Class	451
Junior Class	632
Senior Class	781
Cooperative Office Education (COE) Advisor	306
Debate Club Advisor	271
Distributive Ed Clubs of America Advisor	333
Drama	
Program Director	1628
Business Advisor	1022
Folk Club Advisor	120
Health Careers Club Advisor	222
Interact Club Advisor	180



EXTRA PAY FOR NON-ATHLETIC ACTIVITIES

JFK Special Olympics - Tournament of Champions Advisor	\$ 426
Music Activities	
Choral	
Elementary (3 Positions)	120 ea.
Middle	120
High School	787
Concert Band	
Elementary ( 3 positions)	120 ea.
Middle	241
High School	481
Marching Band	841
Marching Band Assistant	333
Band Front Advisor	388
Music Director - Spring Musical (H.S.)	388
Orchestra	
High School	781
Middle School	241
String Instructor - Elementary and High School (1 Position)	241
National Honor Society Advisor	421
Publications	
Haddon Higher	
Editorial Advisor	757
Business Advisor	517
Shield	
Editorial Advisor	1088
Business Advisor	547
Synapse (Literary Magazine)	517
Yearbook Advisors - M.S. (2 Positions)	222
Safety Patrols (3 Positions)	426
Student Council Advisor	
High School	727
Middle School	180

