

CLEMENTON EDUCATION  
ASSOCIATION

*AND*

CLEMENTON BOARD OF  
EDUCATION



COLLECTIVE BARGAINING  
AGREEMENT

# 2005 - 2008

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## **PREAMBLE**

This Agreement entered into this 1<sup>st</sup> day of July 2005, by and between the Board of Education of the Borough of Clementon, Camden County, New Jersey, hereinafter called the "Board" and the Clementon Education Association, hereinafter called the "Association."

**ARTICLE I**

**RECOGNITION**

- A. The Board hereby recognizes the Association as the majority representative for collective negotiation concerning the terms and conditions of employment for all certified personnel whether under contract, on leave, employed or to be employed by the Board, but excluding:

Superintendent

School Business Administrator/Board Secretary

Principal

Assistant Principal

Cafeteria Staff

Grounds Employees

Maintenance Employees

Custodial Personnel

Office Personnel

Community Education Coordinator

Instructional Aides

- B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all certified personnel represented by the Association in the negotiating unit as above defined.

**ARTICLE II****NEGOTIATION PROCEDURE**

- A. 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 all matters concerning the terms and conditions of teacher's employment. Such negotiations shall begin not later than January of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers and shall be presented to the Board and the Association for adoption and execution.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representative shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D.
  - 1. All meetings between the parties shall take place when the teachers involved are free from assigned instructional responsibilities, at a time and place convenient to Board members, unless otherwise agreed.
  - 2. Should an amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, after tentative agreement by negotiating parties, shall be adopted by the Board, and then signatures of the legal representatives of the Board and the Association be affixed.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement, as provided by Chapter 123, Public Laws of 1975.

**ARTICLE III****GRIEVANCE PROCEDURE****A. Definition**

A grievance is a claim based upon an event or condition which affects the terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of the Agreement. A grievance to be considered under this procedure must be initiated by the teacher or group of teachers, within thirty (30) school days from the time when the teacher or group of teachers knew, or should have known, of its occurrence.

The term "grievance" shall not apply to (a) any matter for which a method of review is prescribed by law, or (b) any rule or regulation of the State Commissioner of Education, or (c) any bylaw of the Board of Education, or (d) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone, or (e) a complaint by any certificated personnel occasioned by appointment to, or lack of, appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required, or (f) a complaint of a non-tenured teacher which arises by reason of the teacher not being re-employed.

**B. Procedure**

1. Any teacher who has a grievance shall discuss it first with the Principal in an attempt to resolve the matter informally at that level.
2. If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within three (3) school days, the teacher shall set forth their grievance in writing to the Principal specifying:
  - (a) The nature of the grievance, including the specific provision of the Agreement allegedly violated;
  - (b) The nature and extent of the injury, loss or inconvenience;
  - (c) The results of previous discussions;
  - (d) The teacher's dissatisfaction with decisions previously rendered; and
  - (e) The remedy sought.

The Principal shall communicate his/her decision to the teacher in writing within five (5) school days of receipt of the written grievance.

**ARTICLE III****GRIEVANCE PROCEDURE**

3. The teacher may, within ten (10) school days of their receipt of the Principal's written decision, appeal the same to the Superintendent. Any such appeal shall be in writing and shall set forth the grounds upon which the grievance is based. The Superintendent shall attempt to resolve the grievance as soon as possible, but within ten (10) school days from receipt of the written appeal. The Superintendent shall communicate his/her written decision, along with supporting reasons, to the aggrieved teacher and the Principal.
4. If the grievance is not resolved to the teacher's satisfaction by the Superintendent, the teacher may appeal the same, in writing, to the Board of Education, within five (5) school days of the teacher's receipt of the Superintendent's written decision. The appeal shall be submitted, with all supporting data, through the Superintendent, who shall immediately forward same to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the teacher and render a decision, in writing, within thirty-five (35) school days of the receipt of the grievance by the Board or of the date of the hearing with the teacher, whichever comes later.
5. The Association, as bargaining agent for the aggrieved party, shall have the right to appeal the decision of the Board within thirty (30) school days of the date of the decision of the Board. At such time, the Association shall notify the Board, by serving upon the Superintendent a notice of its intent to seek arbitration of the dispute. The parties shall thereafter promptly comply with the rules and regulations of the American Arbitration Association, or as otherwise agreed by the parties, in seeking an arbitrator and scheduling the arbitration hearing.
6. All costs and expenses of the arbitration hearings, incidental to the services of the American Arbitration Association, as well as the costs of shorthand recordings and transcripts, shall be borne and equally divided by the Board and the Association.
7. All proceedings under this appeal process herein described shall be in accordance with the rules, regulations, and practices of the American Arbitration Association and the decision of the arbitrator appointed as herein provided shall be binding upon all parties to the dispute.

### **ARTICLE III**

#### **GRIEVANCE PROCEDURE**

8. The award of the arbitrator shall be in writing and shall be submitted to the Board and the Association within fifteen (15) school days after the decision of the arbitrator has been reached. Notice to the Board shall be given to the Superintendent. Notice to the Association shall be given to the then President of the Association.

#### **C. Rights of Teachers to Representation**

1. Any aggrieved person may be represented at all stages of the grievance procedure by themselves or, at their option, by representatives of the person's choosing.
2. No reprisals of any kind shall be taken by the Board, by any member of the administration or by the Association, against any party in interest, any representative, or any other participant in the grievance procedure by reason of such participation.

#### **D. Miscellaneous**

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, unless otherwise provided by law.



## **ARTICLE IV**

### **TEACHER RIGHTS**

- A. Pursuant to Chapter 123, Public Laws of 1975, the Board hereby agrees that every teacher of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations for the mutual aid and protection of the Association. As a duly elected body, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in its employment of any rights conferred by Chapter 123, Public Laws of 1975, of 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 this membership in the Association and its affiliates, collective negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as they may have under New Jersey School Law or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure.
- D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- E. Evaluation
1. Teachers shall be evaluated only by individuals holding a supervisor's certificate and not by an individual within the bargaining unit.
  2. Following any evaluation, the teacher shall, within five (5) school days, receive a copy of the evaluation report.
  3. Following the receipt of the evaluation report, a conference shall be held between the teacher and the evaluator. The conference shall be held not more than ten (10) school days after the evaluation; nor less than one (1) school day after the teacher has received the evaluation report.

## **ARTICLE IV**

### **TEACHER RIGHTS**

4. During the conference the teacher and the evaluator shall review and discuss the evaluation report. The teacher shall sign the report to attest that they have seen and discussed the observation report.
5. If the teacher disagrees with the evaluation report or believes additional information should be included, the teacher may attach a response to the evaluation report.
6. The evaluation report and the response, if any, shall be made a part of the teacher's personnel file, located in the Superintendent's office.

#### **F. Personnel Files**

1. Teachers shall be permitted to review their personnel files with notice to the Superintendent.
2. No material shall be included in a teacher's personnel file unless it includes the name of the individual supplying the information.
3. Teachers shall be permitted to respond in writing to any document included in their files. The response shall be attached and made a part of the document which is to be included in the personnel file.
4. Teachers shall be permitted to request of the Superintendent the removal of any material that they believe is outdated or no longer relevant. The failure to remove said material shall not be the subject of a grievance.

**ARTICLE V****ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, they shall suffer no loss in pay. Whenever possible, such proceedings will not be scheduled during the teaching day.
- B. Employees of the New Jersey Education Association shall be permitted to transact official Association business on school property under the same conditions as any visitor to the Clementon School District.
- C. The Association and its representatives shall have the right to hold meetings in the school building upon notice to the Principal. The Principal may require forty-eight (48) hours notice for such meeting when school activities or programs necessitate.
- D. The Association shall have the privilege to use school facilities and equipment, including typewriters, photocopying machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall also pay for any damages incurred to the equipment as a result of Association use.
- E. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board at the price paid by the Board.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of Association bulletin boards in each of said rooms shall be designated by mutual agreement. Copies of all materials to be posted on such bulletin boards shall be given to the Principal, but no approval shall be required.
- G. Upon request, the Association shall be granted time, at the end of any faculty meeting, staff meeting or workshop, for brief reports or announcements.

**ARTICLE V****ASSOCIATION RIGHTS AND PRIVILEGES**

- H. The Association shall have the right to place materials in the mailboxes of employees, with a copy of same to the Superintendent. Placement shall be made by the President of the Association or by his/her designee. Materials placed in the mailboxes shall bear the name of the originator.
- I. When members of the bargaining unit are appointed to any screening or selection committee by the Superintendent/Board, it is clearly understood that any recommendation for hiring is reserved to the Superintendent/Board.

## ARTICLE VI

### TEACHER WORK YEAR

#### In-School Work Year

##### A. Ten (10) Month Personnel

The In-School Work Year for teachers employed on a ten (10) month basis shall not exceed one hundred and eighty (180) class teaching days per grade in addition to four (4) in-service days. Additionally, it is agreed that a monthly faculty meeting, to be held between 3:10 p.m. and 4:00 p.m., shall be attended by the teachers.

##### B. Definition of In-School Work Year

The In-School Work Year shall include days when pupils are in attendance, orientation days, in-service days, and any other days on which teacher attendance is required.

##### C. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required because of inclement weather.

##### D. School Calendar

Each school year prior to the adoption of the ensuing year's calendar, the Board will make available to the Association, the proposed school calendar for the purpose of receiving the Association's recommendation concerning said calendar.

**ARTICLE VII****TEACHING HOURS AND TEACHING LOAD**

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in" or "clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign in" roster as per existing practice. Teacher work days shall be 7 hours and 15 minutes. The instructional day will be approximately 5 hours and 30 minutes, with the total student day being 6 hours and 35 minutes. Teachers shall be permitted to leave at the same time that students leave when their attendance is requested for Open House.

B. Extra Pay for Extra service

No teacher shall be required to teach both sessions of a split session system unless they voluntarily agree. And in that event, said teacher shall be paid at the normal substitute rate.

C. Preparation Time

1. a. For the 2005-2006 school year, each classroom teacher shall, in addition to their lunch period, have weekly preparation time of 130 minutes. This time will not be consecutive time and will not be on a daily basis, but will total 130 minutes per week.
  - b. For the 2006-2007 school year, each classroom teacher shall, in addition to their lunch period, have weekly preparation time of 140 minutes. This time will not be consecutive time and will not be on a daily basis, but will total 140 minutes per week.
  - c. For the 2007-2008 school year, each classroom teacher shall, in addition to their lunch period, have weekly preparation time of 150 minutes. This time will not be consecutive time and will not be on a daily basis, but will total 150 minutes per week.
2. When the school nurse is instructing a class, attendance in the classroom by the teacher shall not be required. The teacher, however, must remain on the school premises and shall be available to resume charge of the class should the school nurse be compelled to leave the classroom.

**ARTICLE VII****TEACHING HOURS AND TEACHING LOAD**

3. Loss of preparation time will result in the following compensation:
  - a. \$17.50 for the 2005-2006 school year;
  - b. \$20.00 for the 2006-2007 school year;
  - c. \$22.50 for the 2007-2008 school year.
4. Use of preparation time for grade level meetings shall not exceed two (2) per month.

**D. Lunch Period**

1. Teachers shall have a duty free lunch period of at least 40 minutes per day, between 11:00 a.m. and 1:00 p.m., when scheduling permits.
2. Teachers may leave the school building without requesting permission during their scheduled lunch period, providing the teachers check out and in.

**ARTICLE VIII****SALARIES**

- A. The salary guide shall apply to all certified personnel covered by Article I, Section A.
- B. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- C.
  - 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
  - 2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments with payday being the 15th and 30th days of each month.
  - 3. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
  - 4. Teachers shall receive final checks on the last working day in June.
- D. In recognition of the value of experienced teachers and loyal service to the district, the Board shall grant service increments over and above their regular place on the salary schedule to all certified teachers permanently employed and/or tenured prior to June 30, 1995. Said service does not have to be continuous. Said service increments shall be as follows:
  - 1. \$350.00 upon completion of their tenth (10<sup>th</sup>) year in the district.
  - 2. \$375.00 upon completion of their twentieth (20<sup>th</sup>) year in the district.
  - 3. \$425.00 upon completion of their twenty-fifth (25<sup>th</sup>) year in the district.
- E. Certified teachers doing home tutoring or bedside instruction shall be paid at the following rates:
  - a. \$27.00 per hour for the 2005-2006 school year;
  - b. \$27.50 per hour for the 2006-2007 school year;
  - c. \$28.00 per hour for the 2007-2008 school year.



**ARTICLE VIII****SALARIES**

- F. Upon earning an advanced degree, a teacher shall be paid according to the salary guide so adopted in Schedule "A." Additional compensation for graduate credits toward advanced degree shall be granted for every fifteen (15) graduate credits earned by a teacher in accordance with the salary guide so adopted in Schedule "A." Courses taken for graduate credits or an advanced degree shall be approved by the Board in advance in order to qualify for additional compensation. Satisfactory evidence of the attainment of an advanced degree or the earning of graduate credits shall be furnished to the Board prior to the approval of such additional compensation. A grade of "B" or above in graduate courses is required for compensation. Teachers shall notify the Board of their expectations by the November Board meeting in the school year in which they expect to be awarded a graduate degree or earn graduate credits, for budgetary purposes. The Board, in its discretion, may permit the substitution of undergraduate credits, when courses required for graduate degrees are only offered as undergraduate courses. Formal approval of such substitution must be secured from the Board.
- G. Each teacher shall be placed on their proper step of the salary scale beginning with the year of adoption of the scale and in accordance to Schedule "A."
- H. Certified teachers employed by the Board during the summer as teachers and/or for any program including, but not limited to, teaching, program development, curriculum planning, shall be paid at the following rates:
- a. \$27.00 per hour for the 2005-2006 school year;
  - b. \$27.50 per hour for the 2006-2007 school year;
  - c. \$28.00 per hour for the 2007-2008 school year.
- I. Child Study Team summer employment will be paid at the per diem rate.
- J. The compensation guide for extra-curricular/co-curricular activities is as set forth in Schedule B that is attached hereto and made a part hereof.

**ARTICLE IX****TEACHER ASSIGNMENT**A. Notification1. Date for Presently Employed Teachers

Except in the case of emergency, all teachers shall be given notice of their class and/or subject assignments and room assignments for the forthcoming year, not later than May 15th for each year.

2. New Teachers

The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than June 30th.

3. Revisions

In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are changed after June 30<sup>th</sup>, the Association and any teacher affected shall be notified promptly in writing.

## **ARTICLE X**

### **VOLUNTARY TRANSFERS AND REASSIGNMENTS**

#### A. Notification of Vacancies

##### 1. Date

The Superintendent shall deliver to the Association and post a list of the known vacancies as they occur.

##### 2. Filing Requests

Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such requests for reassignments for the following year shall be kept on file by the Superintendent.

##### 3. Posting

As soon as practicable, and within a reasonable length of time after notification of vacancy, the Superintendent shall post and deliver to the Association a district schedule showing the names of all teachers who have been reassigned and the nature of such reassignments.

#### B. Criteria for Assignment

In the determination of requests for voluntary reassignment, the wishes of the individual teacher shall be honored to the extent that the reassignment does not conflict with the best interests of the school system.

**ARTICLE XI****ASSOCIATION - ADMINISTRATION LIAISON**

The Association shall select a Liaison Committee to meet with the Principal, and Superintendent, if available, at least once a month during the school year. The purpose of the meeting will be to review and discuss local school problems and practices and to play an active role in the revision or development of building policies. The said Committee shall consist of the building representatives, and/or their alternates, and any other Association officers so designated by the building representatives.

**ARTICLE XII****SICK LEAVE**

- A. As of September 1, 1979, all teachers employed shall be entitled to ten (10) sick days each 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.
- B. Teachers shall receive a written accounting of all accumulated sick leave days no later than September 30th of each school year.
- C.
  - 1. Any teacher, with at least 15 years of service in the Clementon School District who retires according to the provisions of the Pension and Annuity Fund in order to receive immediate benefits, as opposed to seeking deferred retirement, shall receive the following sum for unused sick leave:
    - a. For one (1) to fifty (50) days accumulated, payment shall be \$45.00 per diem;
    - b. For fifty-one (51) to one hundred fifty (150) days accumulated, payment shall be \$50.00 per diem for a maximum of one hundred fifty (150) days;

Exception to the above: For employees who have two hundred (200) or more days accumulated as of June 30, 2005, compensation shall be \$50.00 per diem for up to, but not more than, two hundred (200) days accumulated at the time of retirement.

- 2. To be eligible for payment, each teacher shall notify the Board of his/her intention to retire by November 1<sup>st</sup> in the year prior to the year in which the teacher shall retire. Payment for said unused sick leave days shall be made by the following October 1<sup>st</sup>. In the event that said notice is not timely given, the Board may withhold payment up to the second October 1<sup>st</sup> after notice is given to the Board.

## ARTICLE XIII

### TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Principal for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than they are taking it under this Section.
  2. Up to four (4) days per year with pay upon the death of parent, spouse, or child, or up to three (3) days per year with pay upon death of aunt, uncle, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, brother, sister, sister-in-law, and any other member of the immediate household. No more than a total of four (4) days per year with pay are available under this provision. In addition, up to a total of three (3) days per year with pay are available in the event of the serious illness of a person described in this provision.
  3. Other leaves of absence with pay may be granted by the Board for good reasons.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.
- C. Personal days not taken under Section A of this Article shall be accumulated annual sick leave.
- D. School Visitation

Teachers shall be granted one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

## ARTICLE XIV

### MATERNITY LEAVE

- A. A teacher shall notify the Superintendent of her pregnancy within sixty (60) days after it is medically confirmed. The Superintendent and the tenured teacher shall agree upon an appropriate date for the commencement of the maternity leave. The Superintendent will then make his/her recommendation to the Board of Education who shall approve said leave of absence for tenured teachers not to exceed one (1) full year from the commencement of the maternity leave.

A pregnant teacher will not be relieved of her teaching duties solely on the fact that she is pregnant. The teacher may remain in her position as long as her doctor certifies she is able to continue teaching.

The teacher shall be allowed to continue normal teaching activity as long as she is physically able to do so. If the Board believes that her teaching performance has noticeably declined because of her physical condition, or capacity, the Board may remove the teacher from her duties if:

- (a) the teacher cannot produce a certification from her physician stating she is medically able to continue teaching, or
- (b) the Board's Chief Medical Officer and the teacher's physician agree that she cannot continue teaching, or if
- (c) following a difference of medical opinion between the Board's Chief Medical officer and the teacher's physician, the Board may request expert consultation in which case the two (2) physicians shall agree in good faith on a third impartial physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching.

A tenured teacher requesting a maternity leave without pay must specify the date she intends to return so that proper notification can be given to the replacement teacher.

- B. In the case of non-tenured teachers, the Board will not be required to extend the leave of absence beyond the end of the contract year in which the leave is begun.
- C. In the case of termination of pregnancy for any reason other than normal birth, the teacher shall notify the Board of such circumstances and the Board shall honor a request to return earlier than the date originally established upon receipt of medical certification by the teacher's physician of physical fitness to teach.

**ARTICLE XIV****MATERNITY LEAVE****D. Benefits**

All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave 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.

**E. Salary**

Upon returning from the leave, the teacher shall be placed on the next step on the salary scale, provided the teacher has worked five (5) months during that contract year.

**F. Adoption**

Any teacher adopting an infant or preschool child shall receive similar leave, which shall commence, upon their receiving physical custody of said child, or no more than thirty (30) days earlier, if necessary, to fulfill the legal requirements for said adoption.

**G. Extensions and Renewals**

All extensions or renewals of leaves shall be applied for and granted in writing.

**H. Good Cause**

Other leaves of absence without pay may be granted by the Board for good reasons.



## ARTICLE XV

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of the instruction, whenever required by and approved by the Board.
- B. To work toward the ends stated above, the Board agrees to the following provisions:
1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration and County Superintendent to take. Said teacher shall be compensated for all time spent in actual attendance at said session beyond their regular working day at the following rates:
    - a. \$27.00 per hour for the 2005-2006 school year;
    - b. \$27.50 per year for the 2006-2007 school year;
    - c. \$28.00 per hour for the 2007-2008 school year.
  2. To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs both county and local.
- C. The Board will reimburse certified staff members hired in a permanent and/or tenured status from a pool of funds in the following amounts: \$9,000.00 for the 2005-2006 school year; \$10,000.00 for the 2006-2007 school year; \$10,000.00 for the 2007-2008 school year. Reimbursements will be made on June 30 of each year. Course reimbursements shall not exceed \$1,000.00 per individual per year. Should reimbursement requests exceed the amount available, reimbursements will be pro-rated.
1. Certificated staff members must apply in writing to the Superintendent on a form provided by the Board prior to registering for the course and receive written approval before taking the course. Anticipated expenses are to be included in the application.

**ARTICLE XV****PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

2. The purpose of the course shall be advanced training and courses for minimum certification will not be approved. Courses relative to elementary education and specialty areas within elementary education or job assignments will be the basis for approval.
3. A college course must be completed and an official transcript setting forth a grade of "B" or better be filed with the Board Secretary before reimbursement will be allowed, except in those courses where a pass/fail system is used, when a pass grade shall be filed.
4. Participation under this Article is voluntary and up to the discretion of the certificated staff member and participants will not be paid for time spent in attendance at courses, since it is not compulsory on the part of the Board or Administration as set forth in Section B above.
5. Certificated staff members must be under contract and returning for employment after September 1<sup>st</sup> of the new school year before reimbursement of summer school courses can be made. A non-tenured teacher who voluntarily leaves employment within two (2) years of receiving tuition reimbursement shall repay the same to the Board of Education.

**ARTICLE XVI****PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY**

- A. A teacher may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- B. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect their employment or salary status, the Board shall reimburse them for the cost of their defense if the action is dismissed or results in a final decision in favor of the teacher, pursuant to the Article.
- C.
  - 1. The Board shall give full support, including legal and other assistance, for any assault upon the teacher while acting in the discharge of their duties.
  - 2. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.
  - 3. Benefits payable under this Agreement while the recipient is receiving temporary workmen's compensation benefits equal the difference between said benefits and the teacher's regular salary. Benefits shall be further payable until such time as said teacher is able to return to his/her teaching position.
- D.
  - 1. Teachers shall immediately report cases of assault suffered by them, in connection with their employment, to the Principal.
  - 2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Principal relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.
- E. If criminal or civil proceedings are brought against a teacher, assuming that he/she committed an assault in connection with his/her employment, such teacher may request the Board to furnish legal counsel to defend him/her in such proceedings. If the Board does not provide such counsel and the teacher prevails in the proceedings, then the Board shall reimburse the teacher for counsel fees incurred by him/her in his/her own defense.

**ARTICLE XVII****INSURANCE PROTECTION**

- A. The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate, for family plan insurance coverage.
1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of the insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1<sup>st</sup> and ending August 31<sup>st</sup>, when necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
  2. Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include:

All current members of the Clementon Education Association shall remain in the equivalent of their current medical insurance coverage (i.e. Traditional to Patriot X; NJ Plus to Patriot V and HMO to HMO) following the elimination of medical insurance coverage through the State Health Benefits Plan. There shall be no open enrollment until effective July 1, 2007. All newly hired staff shall be enrolled in the HMO, with no open enrollment until effective July 1, 2007. Effective date of change to AETNA shall be sixty (60) days after ratification of this Memorandum of Agreement by both parties.
  3. Effective July 1, 2007, all employees shall have the right to choose one of the three (3) Board of Education offered medical insurance plans enumerated above.
- B. Full family prescription coverage shall be provided by the Board. Co-payments shall be \$10 generic and \$20 brand.
- C. The Board shall provide for the continuance of health care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and Association. Retirement to take place in accordance with the provisions of law.
- D. The Board shall provide to each teacher a description of the health care insurance coverage provided under this Article, with whatever the carrier shall provide.

## ARTICLE XVII

### INSURANCE PROTECTION

- E. The Board shall provide dental insurance for each teacher with a work week of 20 hours or more through the Direct Dental Network, a subsidiary of Blue Cross and Blue Shield of New Jersey, or equivalent.
- F. During the life of the within Agreement, the Association may seek to obtain husband and wife, parent and child, as well as, family dental insurance coverage for members of the bargaining unit at their own expense. The Board agrees to make payroll deductions for such insurance coverage, if obtained, but the Board shall not be responsible for the cost of such insurance coverage.
- G. Pursuant to the provisions of the Domestic Partnership Act, during the life of the within Agreement, health care insurance coverage shall be provided to domestic partners of employees under the same conditions as insurance coverage is provided to husband(s)/wife(s) of employees.
- H. The Board shall provide the health care insurance in accordance with the provisions of this Article XVII to all employees covered under the within Agreement who are employed for twenty (20) or more hours.

#### Insurance Coverage Opt-Out Provision

Commencing July 1, 2006, Clementon Education Association members may opt-out of the Health Insurance Coverage provided by the Board of Education upon submission of proof of alternative health insurance coverage. The Board of Education shall establish an IRC Section 125 Plan.

- A. Each year the Board shall provide appropriate forms to all employees. Forms must be completed and return to the Business Office no later than May 1<sup>st</sup> of each year.
- B. Employees who elect to waive coverage pursuant to this plan. (i.e., opt out of medical and/or prescription plans) shall be entitled to receive payment as follows:
  - 1. Medical and Prescription
 

Family Coverage to No Coverage	\$3,000
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  - 2. Medical Coverage Only
 

Family Coverage to No coverage	\$2,500
--------------------------------	---------
- C. Payment of monies shall be paid in two equal installments. The first installment will be made on the second payday in December. The second installment will be made on the second payday in June of the same school year.

**ARTICLE XVII****INSURANCE PROTECTION**

- D. Employees must waive or opt out of such insurance coverage for a full year to be eligible for such payments
- E. Employees who have no other comprehensive insurance coverage shall not be permitted to participate in this plan.
- F. Employees who have initially opted out may not re-enter the plan until open enrollment of the following year (i.e., July 1). Employees, however, may re-enroll without lapse in coverage due to the occurrence of a life event, terminating the other coverage. "Life event" shall cover change of status due to death, divorce, separation of employment, retirement, or unemployment of spouse. Should the employment status of such employee change, there shall be pro-rated payment based upon the time elapsed in the plan. In the event such separation of employment is due to death, his/her estate shall receive such pro-rated payment. Should an employee resign, he/she shall receive pro-rata payment.
- G. The monies paid under the Health Insurance Opt-Out Provision is taxable income and will be treated as such.

## **ARTICLE XVIII**

### **REPRESENTATION FEE**

#### A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1<sup>st</sup> to the following August 31<sup>st</sup>) 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, or the prorated part thereof. 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 charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

The Association shall certify, in writing, to the Board, prior to the start of each membership year, that the amount of the representation fee to be assessed does not exceed the maximum amount allowed by law, of dues, fees and assessments and does not include any amount of dues, fees and assessments that are expended: (1) for partisan political or ideological activities or causes that are only incidentally related to terms and conditions of employment, or (2) applied toward the costs of benefits available only to members of the Association.

##### 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 may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in that regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase or decrease to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

**ARTICLE XVIII****REPRESENTATION FEE****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 3 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

**2. Appeals; Indemnification of the Board**

The Association represents that it has established, and will continue to maintain, a demand and return system of appeal whereby non-Association members may appeal the assessment of said representation fee against them, if they so wish, according to law. Said demand and return appeal system shall be as set forth on Exhibit "A" attached herewith and made a part hereof by reference. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees for counsel of the Board's choice, and other legal costs and expenses, that may arise out of, or by reason of, any action taken, or not taken by the Board, in accordance with the provisions of the within Article.

**3. 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) ten (10) days after receipt of the aforesaid list by the Board; or
- (b) thirty (30) days after the employee begins their 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 ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.



**ARTICLE XVIII****REPRESENTATION FEE****4. Termination of Employment**

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, no further fees shall be due to the Association.

**5. 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.

**6. New Employees**

On or about the fifteenth 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 month. The list will include names, job titles and dates of employment for all such employees.

**7. Effective Date**

The provisions of this Article shall become effective for the school year beginning July 1, 2005.

**ARTICLE XIX****MISCELLANEOUS PROVISIONS**

- A. The within Agreement constitutes Board and Association policy for the term therein provided, and the Board and the Association shall carry out the commitments contained therein and given them full force and effect.
- B. If any provisions of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. 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 this Agreement, this Agreement during its duration, shall be controlling.
- D. Copies of this Agreement shall be reproduced at the expense of the Association and the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. The Board shall furnish the supplies and the Association shall provide the labor.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by mail or a personally delivered letter, or as either party may in writing direct the other, at the following addresses:
1. If by the Association, to the Board at:  
  
Clementon Elementary School  
4 Audubon Avenue  
Clementon, New Jersey 08021
  2. If the Board, to the Association at:  
  
Clementon Elementary School  
4 Audubon Avenue  
Clementon, New Jersey 08021

**ARTICLE XX****DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2008. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary, and the Board has caused this Agreement to be signed by its president, attested by its secretary, and its corporate seal to be placed hereon, all on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**CLEMENTON EDUCATION  
ASSOCIATION****BOARD OF EDUCATION OF THE  
BOROUGH OF CLEMENTON**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

Attest: \_\_\_\_\_  
Secretary

Attest: \_\_\_\_\_  
Chairperson –  
CEA Negotiations Committee

Attest: \_\_\_\_\_  
Superintendent