

PREAMBLE

This agreement by and between the Board of Education of Cumberland Regional School District, Cumberland County, New Jersey, hereinafter called the "Board," and the Cumberland Regional Education Association, hereinafter called the "CREA" provides:

ARTICLE I - RECOGNITION

1.1 The Board hereby recognizes the CREA as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment of the following personnel:

1.1.1 **Faculty**: All Faculty scheduled to work full-time or regularly scheduled to work part-time on a basis equivalent to two (2) Instructional Blocks or more of a full time schedule and who are employed in any of the following positions: teacher, media specialist, guidance counselor, school nurse, psychologist, social worker, learning disabilities teacher consultant, coordinator, and any full-time certificated Faculty, support, or non-administrative positions created by the State Board of Education and implemented in Cumberland Regional School District during the term of this contract; but excluding persons employed in the following positions: board secretary-business manager, principal, assistant principal, supervisor, and any staff member who is employed and certificated to evaluate, hire, terminate or effectively recommend the same.

1.1.2 **Office Personnel**: All Office Personnel who are scheduled to work full-time or part-time on a basis equivalent to sixty (60%) per cent or more of a full-time schedule, in the position of secretary.

1.1.3 **Custodial Personnel**: all full-time custodial, maintenance or groundskeeper personnel. Herein, these employees shall be referred to as custodial personnel.

1.2 Specifically excluded personnel:

1.2.1 No substitute, per diem or hourly employees shall be represented by the CREA.

1.2.2 Persons employed in confidential positions, such as Secretary, Book-keeper and/or Information Specialist, working directly for the Superintendent/Principal and Board Secretary/Business Administrator. Before any Office Personnel may be classified as "Confidential", CREA must be notified of Board's intent to make such reclassification.

1.2.3 All other employees not specifically designated above.

ARTICLE II - NEGOTIATIONS

- 2.1 The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, as amended and supplemented, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Any successor agreement shall be reduced to writing and adopted and signed by the CREA and the Board.
- 2.2 This agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.
- 2.3 Any successor agreement shall apply to all employees in the negotiating unit.
- 2.4 Except as otherwise provided in this agreement, all terms and conditions of employment established by the rules, regulations, and /or policies of Board pertaining to employees on the effective date hereof, shall continue to be applicable. Unless specifically otherwise provided in this agreement, nothing herein shall be construed to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE III - CREA RIGHTS AND PRIVILEGES

- 3.1 **Release Time for Meetings.** Whenever representatives of the CREA participate during working hours in mutually scheduled negotiations, grievance proceedings, and/or conferences or meetings with the Board or Administration, such representatives shall not suffer a loss in pay.
- 3.2 **Use of School Buildings to Conduct Business.** Representatives of the CREA and the New Jersey Education Association shall be permitted to transact official CREA business on school property upon gaining permission from the Chief School Administrator, provided that the conduct of such business does not interfere with or disrupt normal school operations or previously scheduled activities.
- 3.3 The CREA shall have the right to use, with prior approval of the Chief School Administrator, school equipment such as audio-visual, communication and duplicating equipment and computer systems at reasonable times, when such equipment is not otherwise in use. The CREA shall pay for the reasonable cost of all materials and supplies and any repairs necessitated by abuse or misuse of said equipment by its members in the transaction of CREA business.
- 3.4 The CREA shall have the right to use the intraschool mail facilities and school mailboxes.
- 3.5 The CREA President shall be assigned no more than five (5) Instructional Blocks in each academic year in which he/she holds such office. In any semester in which the CREA President is assigned three (3) Instructional Blocks, he/she shall have one SERA (Student Enrichment, Remediation, and Activities) Block per day to pursue CREA activities.
- 3.6 Board shall provide to CREA an office with space, storage, and internal and external telephone access.

ARTICLE IV - EMPLOYEE RIGHTS

- 4.1 **Personal Life**. The personal life of an employee is not an appropriate concern of the Board except as it may adversely affect the employee's performance of assigned duties.
- 4.2 **Employment File and Records**.
- 4.2.1 **File** - An employee shall have the right, upon request, to review the contents of the employee's personnel file and to receive copies of any documents contained therein. An employee shall be entitled to have representative(s) of the CREA accompany the employee during such review.
- 4.2.2 **Derogatory Material** - No material derogatory to an employee's conduct, service, character, or personality shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that the employee has had the opportunity to review such material by signing the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written response to such materials and that response shall be reviewed by the Chief School Administrator or his designee and attached to the file copy.
- 4.2.3 **No Separate File** - Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.
- 4.2.4 At least once every five (5) years, an employee shall have the right to indicate which documents or other materials in said employee's personnel file are obsolete or otherwise inappropriate for retention. These documents shall be reviewed by the Chief School Administrator or his designee, and if, in his opinion, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
- 4.3 **Required Meetings or Hearings**. Whenever any employee is required to appear before any administrator, supervisor, or the Board, or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that employee's office, position or employment or salary, or any increments pertaining thereto, then that employee shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the CREA present to advise and represent the employee during such meeting or interview.
- 4.4 No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- 4.5 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE V - WORK YEAR AND WORK DAY

5.1 **Work Year.**

5.1.1 **Faculty:** The work year for ten month staff shall be 185 days: 180 days shall be student instructional days; two (2) days shall be semester transition days; one (1) day shall be scheduled immediately after the last instructional day of the school year; and the balance determined by the official School Calendar.

Employees in their first year of employment in the district shall work two (2) additional orientation days at no additional compensation.

Effective July 1, 2008, faculty shall have one (1) additional in-service day added to the school calendar.

5.1.2 **Office Personnel:** The work year for Office Personnel shall be Monday through Friday, inclusive, of each week, from July 1 through June 30 of each calendar year.

5.1.3 **Custodial Personnel:** The work year for Custodial Personnel shall be Monday through Friday, inclusive, of each week, from July 1 through June 30 of each calendar year.

5.1.4 Faculty shall be required to attend the first Back-to-School Night each school year without additional compensation.

5.2 **Work Day.**

5.2.1 **Faculty.** The work day for Faculty shall be seven (7) hours and twenty-five (25) minutes, including a Lunch Block, except on days when Staff Meetings are called. The Lunch Block shall be not less than thirty (30) minutes in length exclusive of passing time between classes. The beginning and ending time of each day shall be determined by the Chief School Administrator with the consultation of the administrative staff and submitted to the Board for approval.

5.2.1.1 Except in cases of emergency, on Fridays, days preceding holidays, vacation and "Back to School" nights, the work day shall end at the close of the student day.

5.2.1.2 Emergency Closing. On days of inclement weather or other declared emergencies when the closing of school is not necessitated, the work day shall end at the close of the student day.

5.2.1.3 On days of inclement weather or other declared emergencies when the closing of school is prior to the normal closing time, the Faculty may leave immediately after departure of all the buses. If for any reason all the buses are unable to depart and there are students remaining in the building, a proportionate number of Faculty shall remain. These Faculty shall be selected by the administrator in charge.

5.2.2 **Office Personnel.** The work day for Office Personnel shall be an eight (8) hour day which shall include paid lunch equal in length to a faculty lunch block. The beginning and ending time of each day shall be determined by the Chief School Administrator with the consultation of the administrative staff and submitted to the Board for approval.

- 5.2.2.1 The work day for any Office Personnel who work during Christmas or Easter recess shall be a seven (7) hour day which shall include a paid lunch equal in length to a faculty lunch block.
- 5.2.2.2 No Office Personnel shall be required to work when school has been closed due to inclement weather. On days when there are no classes or students in the building, if there is inclement weather that would necessitate school closing had there been classes or students in the building, Office Personnel shall not be required to work. Office Personnel shall sustain no loss of pay when they do not work because of inclement weather.
- 5.2.2.3 Overtime pay shall be calculated at a rate of time and one half for hours in excess of eight (8) hours in any work day or forty (40) hours in any work week. In the case of work on an approved holiday, the compensation shall be in addition to the normal holiday pay for that day. At the option of the employee, overtime pursuant to this provision shall be available to the employee as compensatory time off, with approval of the Chief School Administrator. Overtime compensation shall be paid in accordance with F.L.S.A. Rules and Regulations.

5.2.3 Custodial Personnel

- 5.2.3.1 The work day shall be an eight and one-half hour (8 ½) day which shall include a thirty (30) minute unpaid lunch.
- 5.2.3.2 The work week shall consist of five (5) consecutive work days comprised of forty (40) hours.
- 5.2.3.3 Overtime pay shall be calculated at a rate of time and one-half for hours in excess of eight (8) hours in any work day or forty (40) hours in any work week. In the case of work on an approved holiday, the compensation shall be in addition to the normal holiday pay for that day.
- 5.2.3.4 There shall be two (2) fifteen (15) minute “coffee breaks” each day, one (1) in the morning and one (1) in the afternoon.
- 5.2.3.5 Overtime work on the day before a holiday or vacation shall be on a voluntary basis. Overtime will be offered on the basis of seniority within the respective job classification.
- 5.2.3.6 If a custodian is out of work more than two (2) days, every effort will be made to get a substitute worker from the approved substitute list to “replace” that employee during the remainder of his absence.
- 5.2.3.7 Employees may exchange days upon approval of the Superintendent.
- 5.2.3.8 The rotating Tuesday through Saturday work schedule shall begin on the Saturday following Labor Day and conclude in early June after the last event of the spring sports season. During the period not specifically covered in the preceding sentence, both groundskeepers shall work a Monday through Friday schedule.
- 5.2.3.9 The Board may implement any work schedule deemed by the administration to best meet the needs of the district.

5.3 **Holidays.**

5.3.1 Faculty subject to this agreement shall be granted the holidays set forth on the school calendar approved by Board each year.

5.3.2.1 Office Personnel subject to this agreement shall be granted the following holidays off without loss of pay:

Columbus Day	Lincoln's Birthday*
NJEA Convention (2 days)	President's Day
Veteran's Day	Good Friday
Thanksgiving Recess (2 days)	Memorial Day
Christmas	Independence Day
New Year's Day	Labor Day
M.L. King's Birthday	

*Personnel subject to this agreement agree to work on Lincoln's Birthday (when it falls on a normal work day) without additional compensation when the Friday before President's Day is a school holiday,

5.3.2.2 Custodial personnel will be granted paid holidays when school is closed in observance of a legal holiday, plus the day after Thanksgiving and the day before Christmas.

5.3.3 When the school calendar limits Spring Recess to the Thursday before Easter through the Monday after Easter, Office Personnel shall not be required to work during Spring Recess and shall be required to work only two (2) days during Christmas recess.

5.3.4 Office Personnel shall not be required to work more than four (4) days per school year when the school office is open during the Christmas break and any Spring Recess lasting longer than the time period specified in paragraph 5.3.3. Office Personnel will be given the opportunity to consult with their immediate supervisors to arrange a work schedule whenever possible.

5.4 Personnel subject to this agreement may leave the school premises during any lunch block only after first advising the switchboard operator. Any person subject to this agreement who fails to return at the conclusion of the lunch block shall be subject to: upon the first occasion, a verbal warning; upon a second occasion, a written reprimand to become part of the person's personnel file; and upon a third occasion, a written notice of forfeiture of the right to leave the school premises during any lunch block for the balance of the school year. These penalties shall not be cumulative beyond the end of each school year.

ARTICLE VI - TEACHING STAFF ASSIGNMENTS

- 6.1 **Faculty Schedule.** A faculty member's normal daily work load shall consist of three (3) Instructional Blocks, one (1) Preparation Block equal in duration to an Instructional Block and one (s) SERA (Student Enrichment, Remediation and Activities) Block not to exceed thirty-five (35) minutes. Faculty members shall be assigned no duties, such as, but not limited to supervision of cafeteria, study hall, halls, bus arrival and departure, parking lots, media center, lunch detention, time out room, etc.
- 6.1.1 The parties recognize the existence of the following coordinators: Language Arts, Mathematics, Social Studies, Humanities (Foreign Languages and Music), Science, Technology (Business and Computer), Special Education, Practical Arts (Vocational Agriculture, Industrial Arts, Fine Arts and Home Economics), Physical Education and Health, Basic Skills and Student Activities.
- 6.1.2 Faculty teaching more than the Cumberland Regional School District standard of 80 students per day per term shall be entitled to the following:
- 6.1.2.1 One (1%) per cent differential added to Base Salary for as many as four (4) additional students (from eighty-one (81) to eighty-four (84) students per day).
- 6.1.2.2 Two (2%) per cent differential added to Base Salary for as many as three (3) additional students (from eighty-five (85) to eighty-seven (87) students per day).
- 6.1.2.3 An additional one (1) per cent differential added to Base Salary for each additional student over eighty-seven (87) students per day.
- 6.1.2.4 Paragraphs 6.1.2.1 through 6.1.2.3 shall not apply to performing arts ensembles
- 6.1.3 Coordinators shall teach no more than four (4) Instructional Blocks per school year.
- 6.2 **Master Schedule.** In developing the Master Schedule, minimizing class size, teacher movement, and the number of teaching preparations shall be major objectives:
- 6.2.1 Teachers who have more than four (4) preparations per year shall have no SERA Block responsibility.
- 6.2.2 Teachers who have three (3) preparations per term will be excluded from the class coverage list when substitute teachers and voluntary class coverage personnel are not available.
- 6.3 **Substitute Teachers.** If the Board cannot provide a substitute teacher(s), Faculty who have volunteered for the Internal Coverage List shall be called upon first to cover one-half (forty-two (42) minutes) of an Instructional Block. If classes cannot be covered from the list, the remaining faculty will be called on a rotating basis to cover the remaining unsupervised classes. In assuming such assignments, Faculty shall be paid \$45.00 per full Instructional Block or \$22.50 per one-half Instructional Block of coverage. Effective July 1, 2006, these rates shall be \$50.00 per full block and \$25.00 per one-half block.
- 6.4 **Summer School.** Faculty who volunteer to teach summer school shall be paid for each two (2) hour, six (6) week session: \$1,500 for the summer. Faculty who teach other than a two hour six week session shall be paid on a pro rata basis.
- 6.5 **Extra-Curricular and Co-Curricular Activities.**
- 6.5.1 All extra-curricular activities in excess of the school day shall be voluntary. Teachers may be assigned to those positions listed on the Extra-Curricular Salary Guide if qualified volunteers are not available. Any teacher assigned who feels unable to serve has the right to request a hearing with the Board to explain those reasons.

- 6.5.2 The Board has the right to add positions to the extra-service salary guide at any time during the contract period. Board must negotiate with the CREA the compensation for the added positions.

ARTICLE VII - PAID LEAVES OF ABSENCE

- 7.1 It is recognized that, while the following leaves are available when necessary, the typical employee will not expect to take every possible leave day. Employees shall be entitled to the following temporary non accumulative leaves of absence with full pay each year.

7.2 **Personal Leave.**

- 7.2.1 Each employee shall be entitled to two (2) days of absence for personal matters which require absence during working hours. On or before July 1 of each year, an additional sick day shall be added to the employee's total accumulated sick leave for each unused personal day remaining at the end of the preceding school year. Any employee who had four or less sick days in the preceding school year shall be entitled to one (1) additional personal day.

Application for personal leave must be submitted to the Chief School Administrator for approval at least forty-eight (48) hours before taking such leave. No more than four (4) members of the Faculty, nor more than two (2) of the Office Personnel, nor more than one (1) of the custodial personnel will be granted personal leave on the same day.

In cases of emergency, the 48 hour notice requirement and the above limitations shall not apply. The necessity for any waiver of the 48 hour notice shall be stated by the employee to the Chief School Administrator who shall not, thereafter, unreasonably withhold permission for the requested personal day. Personal days will not be granted on the day immediately before or after a holiday recess except:

7.2.1.1 To respond to a subpoena;

7.2.1.2 To respond to the medical emergency of a child or spouse; or

7.2.1.3 Three employees shall be permitted to use one personal day each year immediately before, and three other employees shall be permitted to use one personal day each year immediately after, each holiday recess. A written request to take these personal days shall be made to the Chief School Administrator or his secretary, and will be granted by the Chief School Administrator based upon the order of receipt. Only one such personal day for the day immediately before or after each holiday recess will be granted to each employee. An employee shall not use two personal days to extend a holiday recess.

- 7.2.2 No application for personal leave shall require a statement of reason except during the month of June when reasons for request for personal days must be submitted. The Chief School Administrator shall have the right to deny requests for personal leave, except in the case of a subpoena, if the reason stated is deemed unsatisfactory. Requests for leave during the month of June shall not be arbitrarily or capriciously denied.

- 7.3 **Bereavement Leave.** In the event of the death of an employee's spouse, child, child-in-law, parent, parent-in-law, brother, sister, sister-in-law, brother-in-law, grandparent, grandchild or any resident member of the immediate household, such employee shall be eligible for paid bereavement leave for all workdays that may be required during the five calendar day period commencing with the day after death. In the event extensive travel or other extenuating circumstances exist, at the employee's request, the Chief School

Administrator may alter the five day sequence or extend the five calendar day period to six or seven calendar days. In the event of the death of an employee's uncle, aunt, nephew or niece, such employee shall be eligible for paid bereavement leave for one workday, as may be required.

- 7.4 **Family Illness Leave.** Up to three days per school year will be granted in the event of a medically verified terminal illness, critical illness, accidental injury, or surgery which requires hospitalization of an employee's spouse, child, grandchild, parent, or parent-in-law. In the case of an immediate medical emergency, partial days may be granted by the chief school administrator, or his designee, which partial days will accrue against the total allowance for Family Illness Leave.
- 7.5 **Jury Duty.** Any employee summoned for jury duty shall suffer no loss of pay. Any compensation excluding travel expense reimbursement shall be delivered to the Board when received.
- 7.6 **Maternity Leave.** The Board shall grant maternity leave in accordance with applicable statutes and case law.
- 7.7 **Professional Days.**
- 7.7.1 Faculty and Office Personnel will be granted a minimum of 125 professional days during each school year of this contract to attend workshops, conferences, clinics, seminars, other schools etc. for the purpose of educational enhancement. Requests for attendance must be submitted in writing at least three (3) working days in advance, which notice may be waived by the Chief School Administrator. Said requests are subject to approval by the Chief School Administrator, which approval will not be unreasonably withheld taking into consideration the number of Faculty and Office Personnel absent for that purpose at any given time.
- 7.7.2 Teaching staff members who supervise students in educational activities outside the school setting or on field trips or attend meetings at the direction of the Chief School Administrator or his designee, shall not have these days assessed as professional days.
- 7.7.3 When the Administration requests attendance of an employee at a specific workshop, conference, clinic, seminar, other school, etc., for the purpose of educational enhancement, the Faculty or Office Personnel shall be reimbursed for mileage, tolls or other travel expense, tuition or any other cost for attendance, and meals, in advance where practicable. Receipts for meals shall total no more than fifty (50) dollars per day.
- 7.8 **Sick Leave.**
- 7.8.1 All 10 month employees shall be entitled to ten (10) days leave for illness or medical reasons each year. All 12 month employees shall be entitled to twelve (12) days leave for illness or medical reasons each year. Unused sick leave days shall accumulate from year to year.
- 7.8.2 A twelve month employee whose employment starts after July 1 shall be credited with one day for each full month remaining in the work year. A ten month employee whose employment starts after September 1 shall be credited with one day for each full month remaining in the work year.
- 7.8.3 Each employee shall be notified in writing of the total amount of unused sick leave credited to him as of June 30th of each year. Such notification shall be issued prior to October 1 of the same year.

ARTICLE VIII - UNPAID LEAVES OF ABSENCE

- 8.1 **Child Rearing Leave.** Teaching and clerical staff shall be granted, upon request, a leave of up to one (1) year, without pay or benefits for the purpose of child rearing. The return from such leave shall be determined by the Board taking into consideration the interests of the teaching or clerical staff member and the needs of the students affected. Of that one (1) year leave, 12 weeks shall be subject to the provisions of the Family Leave Act (*N.J.S.A. 34:11B-1*).
- 8.2 **Family Illness Leave.** Teaching and clerical staff shall be granted, upon request, a leave of up to one (1) year, without pay or benefits for the purpose of family illness. The return from such leave shall be determined by the Board taking into consideration the interests of the teaching or clerical staff member and the needs of the students affected. Of that one (1) year leave, 12 weeks shall be subject to the provisions of the Family Leave Act (*N.J.S.A. 34:11B-1*).
- 8.3 **Other Leaves.** Other leaves of absence may be granted by the Board for good reason.

ARTICLE IX - VACATIONS

- 9.1 All twelve month employees shall be entitled to one (1) week (five working days) vacation upon completion of the first year of continuous employment, two (2) weeks (ten working days) after two years of continuous employment, and three (3) weeks (fifteen working days) after six years of continuous employment. Office Personnel shall be granted vacation days according to the number of years employed by Board.
- Custodial employees having completed twenty (20) years of continuous employment shall be eligible for four weeks (twenty working days) of vacation.
- 9.2 Twelve month employees who commence employment during the contract year shall receive, at the conclusion of the contract year, prorated vacation credits as follows:
- 9.2.1 If less than four (4) months continuous employment was completed, then no vacation days accrue.
- 9.2.2 If more than four (4) months, but less than six (6) months continuous employment was completed, then one (1) paid vacation day accrues.
- 9.2.3 If more than six (6) months, but less than eight (8) months continuous employment was completed, then two (2) paid vacation days accrue.
- 9.2.4 If more than eight (8) months, but less than ten (10) months continuous employment was completed, then three (3) paid vacation days accrue.
- 9.2.5 If more than ten (10) months, but less than eleven (11) months continuous employment was completed, then four (4) paid vacation days accrue.
- 9.2.6 If more than eleven (11) months continuous employment was completed, then five (5) paid vacation days accrue as if employee had remained in continuous employment for the full contract year.
- 9.3 June 30th of each calendar year shall be the last day of the contract year for calculating vacation leave.

- 9.4 Office Personnel may use vacation days during the student school year with prior permission of the employee's administrative supervisor.
- 9.5 A custodial employee, subject to prior approval of the Superintendent, shall be entitled to take up to 10 days of credited vacation time during the operating school year, providing that only one (1) custodial employee is on vacation during any given day. No vacations will be permitted in September or in June prior to graduation exercises. Custodial employees' vacation days during the operating school year will be limited to a maximum of two (2) consecutive regularly scheduled working days.
- 9.6 A maintenance or groundskeeper employee, subject to prior approval of the Superintendent, shall be entitled to take up to 10 consecutive days of credited vacation during the months of December, January and February, provided that no more than one employee is on vacation on any given day.
- 9.7 Groundskeepers who are entitled to 20 vacation days must take a minimum of 15 days of their vacation time during the months of December, January and February.
- 9.8 Unused vacation days may be added to unused sick leave time to the maximum statutory allowance of fifteen (15) days.
- 9.9 No substitutes will be provided to cover vacations of custodial employees. During the period between December 24 and the first working day of January, only one employee of any category will be permitted to be on a vacation on any given day.
- 9.10 Subject to the above limitations, a custodial employee may take all or any part of his vacation during the month of June after graduation and the months of July and August.

ARTICLE X - VACANCIES, TRANSFERS AND REASSIGNMENTS

10.1 **Vacancies.**

- 10.1.1 Prior to permanently filling a vacant position, a vacancy notice shall be posted for at least five (5) days in the school's main office and in the faculty lounge areas. Employees may apply for such vacancies by writing to the Chief School Administrator. All such applications shall be acknowledged. Any vacancy can be filled by the Superintendent on an interim basis.
- 10.1.2 During the summer recess period, a copy of the vacancy notice shall be mailed to the CREA's president instead of posting in the faculty lounge areas.

10.2 **Transfers and Reassignments.**

- 10.2.1 In the granting of a request for voluntary reassignment and/or transfer, the wishes of the employee shall be honored to the extent that the transfer does not conflict with the best interest of the school system as determined by the Chief School Administrator.
- 10.2.2 An involuntary transfer or reassignment shall only be made after a meeting between the employee involved and the Chief School Administrator of Schools or his/her designee, at which time the employee shall be notified in writing of the reason therefor. The transferred or reassigned employee may then meet with the Board, at her/his request, to further discuss the transfer or reassignment and the employee may have an CREA representative present at such meeting with the Board.

- 10.2.3 As soon as practicable, the Board shall deliver to the CREA a list showing the name(s) of employee(s) who have been transferred or reassigned.

ARTICLE XI - STAFF EVALUATION PROCEDURES

11.1 Faculty.

11.1.1 Definitions:

- 11.1.1.1 The term teacher or Faculty means a member of the professional staff who holds a valid certificate appropriate to his or her position. This includes counselors, nurses, psychologists, etc.
- 11.1.1.2 The term observation shall be construed to mean a visitation to a classroom or assigned work station by a member of the administrative and supervisory staff employed by the Cumberland Regional School District, who holds an appropriate certificate for the supervision of instruction, for the purpose of observing a Faculty member's performance of the instructional process or professional assignment. Observation of teachers shall extend for not less than 42 minutes of any Instructional Block.
- 11.1.1.3 The term evaluation shall be construed to mean a written evaluation prepared by the administrative/supervisory staff member who visits the classroom or assigned work station for the purpose of observing a Faculty member's performance of the instructional process or professional assignment.
- 11.1.1.4 The term Annual Performance Report and Conference (hereinafter referred to as "APR") is intended to provide a total review of the year's work, to identify strategies for improvement where necessary and to recognize achievement and good practice.
- 11.1.1.5 The term Review of Pupil Progress relates to an annual review of all available pupil progress data pertaining to the position of being evaluated. The purpose of this review is to determine whether or not changes in the performance of the teaching staff members or in the program would lead to improved results during subsequent school year. A summary of this data and its implications are to be placed in the Annual Performance Report.
- 11.1.1.6 Pupil Progress Data refers to multiple measures defined N.J.A.C. 6:8-3.4 which include teacher observation, parental or guardian interview, formal and informal evaluation techniques, cumulative pupil records, students performance data collected through local testing programs which meet state criteria, state testing results and visual, auditory and/or medical examination.

11.1.2 **Procedure.**

11.1.2.1 **Non Tenured Professional Staff.**

Two classroom observations (form 1087), spaced a minimum of fifteen (15) school days apart, and one formal evaluation (form 1088) shall be completed by December 15. One more classroom observation and one formal evaluation (form 1088), shall be completed by February 28. The APR shall be written by the date established by *N.J.S.A. 18A:27-3.1*.

Non tenured staff members may have additional observations prior and subsequent to the APR. Observations made subsequent to the APR shall not be used for evaluation purposes until the following contract year.

All observations and evaluations shall be followed by a conference between the administrative/supervisory evaluator and staff member within five consecutive work days after the visit.

A minimum of two different administrators will observe non tenure teachers during the year.

11.1.2.2 **Tenured Teachers (Professional Staff Members including Coordinators).**

One class room observation (Form 1087) shall be completed and filed in the Chief School Administrator's office by February 28. The APR shall be written by March 30. All observations and evaluations shall be followed by a conference between the administrative/supervisory evaluator and staff member within five consecutive work days after the visit.

Tenured staff members who were not performing up to standards shall have a minimum of one observation (form 1087) in Fall prior to December 15 and a minimum of one observation in the winter prior to March 15.

11.1.2.3 **Non Tenured -- Non Classroom Faculty.**

Non classroom Faculty shall include guidance counselors, special service personnel, nurses, media specialists, and other certificated employees. Non classroom Faculty shall be evaluated three times by an administrative/supervisory staff member. One evaluation shall be completed by October 30; one evaluation by December 15; one more evaluation due in Chief School Administrator's office by February 28. The APR shall be written by the date established by *N.J.S.A. 18A:27-3.1*.

All observations and evaluations shall be followed by a conference between the administrative/supervisory evaluator and staff member within five consecutive work days after the visit.

11.1.2.4 **Tenured -- Non Classroom Faculty.**

Tenured non classroom Faculty members shall be evaluated a minimum of one time by an administrative/supervisory staff member. The evaluation shall be completed by February 28. The APR shall be written by March 30.

All observations and evaluations shall be followed by a conference between the administrative/supervisory evaluator and staff member within five consecutive work days after the visit.

11.1.3 **Staff Evaluation -- Procedures and Responsibilities.**

11.1.3.1 **Chief School Administrator's Responsibilities.**

The Chief School Administrator shall implement and supervise the teacher evaluation process. He/she shall also observe "tenure eligible" teachers and make recommendations thereto.

11.1.3.2 **Principal's Responsibilities.**

The Principal has the primary responsibility for professional staff evaluations and writing the formal evaluation report. However, he/she may delegate some of this responsibility to other administrators.

11.1.3.3 **The Responsibility of the Assistant Principals/Directors and Supervisors.**

11.1.3.3.1 The Assistant Principals, Directors and Supervisors will evaluate teachers and pupil personnel staff members at the Principal's direction.

11.1.3.3.2 Each month, the Principal will be asked to note, as part of a regular report to the Chief School Administrator, the meritorious work or unsatisfactory performance of tenure and non tenure teachers.

11.1.3.3.3 All formal evaluations and observations are to include completed evaluation and observation instruments adopted by the Board and shall include a conference with the Principal or his designee to discuss the evaluation.

11.1.3.3.4 All evaluations (form 1088) should be completed in quadruplicate -- original copy to the Chief School Administrator, copy to remain in high school office, copy to remain with evaluator and copy to the staff member. The observation report (form 1087) shall be completed in triplicate -- one copy remains with the evaluator, one copy is given to the staff member and one copy placed in the staff member's file in the Principal's office.

11.1.3.4 **Signatures on Evaluation Forms.**

The December 15, February 28 formal evaluations and the March 30 formal performance evaluation report shall be signed by the staff member evaluated, the Principal, the administrator/supervisor and the Chief School Administrator as an indication that they have read the evaluation.

11.1.3.4.1 The observation report shall be signed by the staff member and evaluator as an indication that the staff member has read it and discussed it with the evaluator.

11.1.3.5 **Recommendation for Non-Renewal of contract or to Withhold Increment.**

When a recommendation is made by an evaluator for non-renewal of contract or to withhold an increment, the Chief School Administrator, or his designee (excluding the evaluator who made the recommendation), shall evaluate the staff member in question a minimum of two (2) more times.

It is the duty of the Principal to notify the Chief School Administrator when such evaluation action is required.

11.1.3.6 **Memo Evaluation.**

Memos describing conferences with teachers of either a positive or negative nature may be forwarded to the Chief School Administrator's office at any time. Teachers are to sign the memo.

11.1.3.7 **Suggestions for Improvement.**

It is essential that all evaluations contain suggestions for improvement if improvement is clearly indicated.

11.2 **Office Personnel and Custodial Personnel**

11.2.1 All monitoring or observation of work performance shall be conducted openly and with the full knowledge of the employee.

11.2.2 Each employee shall be given a copy of any evaluation report prepared by her/his evaluator(s) at least one (1) day prior to any conference to discuss it when possible. No such report shall be submitted to the central office, placed in the Office Personnel member's file or otherwise acted upon without a prior conference with Office Personnel member. No employee shall be required to sign a blank or incomplete evaluation form. If an employee refuses to sign a completed evaluation form the Administrator has the right to place such evaluation in the employee's personnel file with the explanation that the employee refused to sign the completed report.

11.2.3 Any complaints regarding employee member made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating an employee member shall be promptly investigated and called to the attention of the employee member. The employee member shall have the opportunity to respond verbally or in writing to any such complaint, and shall have the right to be represented by CREA at any meeting(s) or conference(s) regarding such complaint. The employee's rebuttal may become part of the employee's personnel file.

11.2.4 Prior to any annual evaluation report, the immediate supervisor of each employee shall have had appropriate communications with said employee regarding his/her job performance which shall include but not be limited to the steps in Section 5.

11.2.5 Evaluation reports based upon a compilation of reports, observations and discussions shall be presented to the evaluated employee by the Principal or counterpart supervisor periodically according to the following procedure:

11.2.5.1 Evaluation reports shall be written, addressed to an employee and shall include, where pertinent:

11.2.5.1.1 The employee's strengths evidenced during the period since the immediately previous report;

11.2.5.1.2 The employee's weaknesses evidenced during the period since the immediately previous report; and

11.2.5.1.3 Specific suggestions for the employee to improve work performance in areas where weaknesses are indicated.

11.2.5.2 Evaluation reports shall be provided to each employee by the employee's immediate supervisor(s) or, if none, then by the Principal, at least twice each school year, the first not later than November 15th, and the second not later than March 25th.

11.2.5.3 Final evaluation of an employee upon termination of employment shall be concluded prior to severance and no documents or other material shall be placed in an employee member's personnel file after severance except as provided in Section 4.2 above.

ARTICLE XII - RECALL RIGHTS

For Office Personnel:

- 12.1 In the event of a lay-off for economic reasons, or lack of work, the last employee to be laid off shall be the first to be recalled, provided the job for which the employee is being recalled is within his or her classification.
- 12.2 In order to be eligible for recall, an employee must respond to the Board's offer for re-employment within five (5) working days from receipt thereof.
- 12.3 Laid off employees shall remain on a "Recall List" for a period equal to their last period of employment up to a maximum of one (1) year only.
- 12.4 The Board shall notify laid off employees of the potential re-call by certified letter, delivered to the employee's last known address.

For Custodial Personnel:

- 12.5 In the event that a reduction in force is necessary, the principle of seniority within the respective job classification shall apply.

ARTICLE XIII - GRIEVANCE PROCEDURE

- 13.1 **Grievance Procedure for Faculty.** In all paragraphs under 13.1, the term employee shall refer to Faculty.
- 13.1.1 There are two types of grievances for the purpose of identification that shall be classified as Type A and Type B.
- 13.1.2 A Type A grievance is an allegation by an employee or CREA that this Agreement has been violated.

- 13.1.3 A Type B grievance is an allegation by an employee that the employee, without just cause, has been unfairly treated by the interpretation or application of Board policy or any administrative decision affecting the employee.
- 13.1.4 Procedure. In order for any grievance to be considered under the following procedures, said grievance must be initiated by complying with Step 1 within ten (10) school days of the act which caused the grievance; unless, the grievant can demonstrate that the employee had no knowledge of the action that caused the grievance.
- 13.1.4.1 **Step 1** -- Any employee who has a grievance shall discuss it first with the employee's immediate supervisor in an attempt to resolve it informally.
- 13.1.4.2 **Step 2** -- If the aggrieved employee is not satisfied with the results of Step 1, within ten (10) school days after Step 1 above, the employee shall set forth the complaint in writing to the building principal stating the date, time, place, and nature of grievance and remediation sought. Within three (3) school days after receipt of the written complaint, the principal shall communicate a decision in writing to the employee.
- 13.1.4.3 **Step 3** -- If the aggrieved employee does not accept the decision rendered in Step 2, within five (5) school days after receipt of the decision, the employee shall appeal the decision to the Chief School Administrator. The appeal must be in writing, setting forth the data described in Step 2 and the aggrieved employee's reason for not accepting the decision rendered in Step 2. Within five (5) school days after receipt of the appeal, the Chief School Administrator shall communicate a decision in writing to the employee.
- 13.1.4.4 **Step 4** -- If the aggrieved employee does not accept the decision rendered in Step 3, the employee may appeal it to the Board:
- 13.1.4.4.1 Any appeal to the Board shall be sent within fifteen (15) school days after the employee's receipt of the decision rendered in Step 3 and shall be in writing, stating the data described in Step 2 and the reasons for not accepting the decision rendered in Step 3.
- 13.1.4.4.2 Within thirty-five (35) calendar days after receipt of the written appeal, the Board shall hold a hearing to review the grievance. The grievant shall be notified of the hearing no later than three (3) days prior to the date.
- 13.1.4.4.3 Within fifteen (15) school days after hearing the grievance, the Board shall communicate its decision in writing to the grievant. The Board of Education shall not be required to give reasons for its decisions, and the Board's decision in the following matters shall be final and not subject to appeal to a third party:
- 13.1.4.4.3.1 Any matter solely subject to the authority of the State Commissioner of Education.
- 13.1.4.4.3.2 A complaint of a non-tenure teacher which arises by reasons of his not being re employed.
- 13.1.4.5 **Step 5** -- If the decision of the Board does not resolve the grievance to the satisfaction of the teacher, the employee and the CREA may request a review by a third party. Such request must be made in writing to the Board of Education through the Chief School Administrator's office within ten (10) school days of the CREA's receipt of the Board's decision. The following procedure will be used to secure the services of an arbitrator.

13.1.4.5.1 Within ten (10) school days after written notice of submission to arbitration, the Board and the CREA shall attempt to agree on a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment, a joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

13.1.4.5.2 If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

13.1.4.5.3 If the parties are unable to determine within ten (10) school days a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

13.1.4.5.4 The decision of the arbitrator shall be submitted to the Board and the CREA and shall be final and binding on the parties concerning Type A grievances. The decision of the Arbitrator concerning Type B grievances shall be advisory to the parties. The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. He/she cannot modify, add to, nor subtract anything from the Agreement between the parties.

13.1.5 The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally.

13.1.6 Forms for filing grievances, serving notices, filing appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Chief School Administrator and the CREA and given appropriate distribution in order to facilitate smooth functioning of the grievance procedure.

13.1.7 All meetings and hearings under this grievance procedure shall not be conducted in public and shall be attended only by the parties.

13.2 **Grievance Procedure for Office and Custodial Personnel** In all paragraphs under 13.2, the term employee shall refer to Office and Custodial Personnel.

13.2.1 **Definition.** A grievance is a claim by an employee or the CREA upon an event or condition concerning the interpretation, application, or violation of the agreement, policies or administrative decisions affecting an employee or the terms and conditions of employment of a group of employees.

13.2.2 **Purpose and Construction.**

13.2.2.1 The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the problems which may periodically arise affecting the welfare, terms and conditions of employment of employees. Both parties agree that these proceedings will be kept appropriately informal and confidential at each level.

13.2.2.2 Nothing herein contained shall be construed to limit the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and adjusting the grievance without the intervention of the CREA, provided the adjustment is not inconsistent with the terms of this agreement.

13.2.3 **Procedure.**

- 13.2.3.1 **Intention.** Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at such levels should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Failure of the grievance to meet the next step within the specified time should be deemed as a waiver of further appeal.
- 13.2.3.2 **Level One.** An employee with a grievance shall first discuss it with the immediate supervisor, either directly or through the representative designated by the CREA, with the objective of resolving the matter informally. All grievances must be initiated within ten (10) working days after the employee knows of the incident.
- 13.2.3.3 **Level Two.** If the aggrieved employee is not satisfied with the disposition of the grievance at Level One, or if no decision was rendered within five (5) working days after presentation of the grievance, employee may file the grievance with the Principal.
- 13.2.3.4 **Level Three.** If the aggrieved employee is not satisfied with the disposition of the grievance at Level Two, or if no decision was rendered within five (5) working days after presentation of the grievance, employee may file the grievance with the Chief School Administrator.
- 13.2.3.5 **Level Four.** If the aggrieved employee is not satisfied with the disposition of the grievance at Level Three, or if no decision was rendered within ten (10) working days after presentation of the grievance to the Chief School Administrator, the aggrieved employee may within five (5) calendar days after a decision by the Chief School Administrator, or twenty (20) calendar days after the grievance was presented to the Chief School Administrator, whichever is sooner, request in writing that the CREA submit the grievance to Board. Board, or a committee thereof, shall conduct a hearing with employee within forty (40) calendar days of receipt of the request of employee. Board shall render a written decision within fifteen (15) calendar days after the hearing, or if no hearing was requested, within forty (40) calendar days of receipt of the grievance. Copies of the written decision of Board shall be delivered to the aggrieved employee, the Chief School Administrator, and the CREA.
- 13.2.3.6 **Level Five.** This level of grievance resolution by binding arbitration shall apply only to grievances involving an allegation by the CREA or employee that this agreement has been violated.
- 13.2.3.6.1 If the aggrieved employee is not satisfied with the disposition of his grievance at Level Four, or if no decision has been rendered by Board within forty (40) days if no hearing was requested or within fifty-five (55) calendar days if a hearing was requested (these times based on date of receipt of the grievance by Board), or within five (5) days after receipt of the Board decision, the aggrieved employee may request in writing that the CREA submit the grievance to arbitration. If the CREA determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days of receipt of the request of the aggrieved employee.
- 13.2.3.6.2 Within ten (10) calendar days after receipt of a written notice requesting arbitration, Board and the CREA shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator who is willing to serve within

said ten (10) day period, then Board or the CREA shall request a list of arbitrators from the Public Employees Relations Commission of the State of New Jersey.

13.2.3.6.3 The arbitrator so selected shall confer with the representatives of Board and the CREA and schedule hearings promptly and shall issue his decision within twenty (20) calendar days after the close of hearings or the deadline for submission of final statements or other documents to him. All arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association regardless of the manner of choice of arbitrator.

13.2.3.6.4 The decision of the arbitrator shall be written and shall set forth with specificity his findings of fact, reasoning and conclusions regarding the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement. The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. He/she cannot modify, add to, nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be submitted to Board and the CREA and shall be final and binding on the parties.

13.2.3.6.5 All arbitration proceedings shall be conducted within the building occupied and used as the Cumberland Regional High School at no charge to the parties. The costs of arbitration, if any, including per diem charges, subsistence, and travel expenses of the arbitrator shall be borne equally by Board and the CREA. Any other expenses in conjunction with the arbitration proceedings shall be paid by the party incurring them.

13.3 **Miscellaneous Provisions Applying to the Grievance Procedure.**

- 13.3.1 Commencing at Level Two of the grievance procedure, an aggrieved employee may appear by himself or, at employee's option, with or by a representative selected or approved by the CREA. At every level of the grievance procedure, whenever an employee is not represented by the CREA, then the CREA shall have the right to be present and state its views.
- 13.3.2 Neither Board nor any member of the school administration shall take reprisals of any kind against any party in interest, representative, member of the CREA, or any other participant in the grievance procedure by reason of such participation.
- 13.3.3 If, in the judgment of the CREA, a grievance affects a group or class of employees, the CREA may submit such grievance in writing to the Chief School Administrator directly and the processing of such a grievance shall commence at Level Three.
- 13.3.4 All documents, communications and records related to the processing of a grievance shall be maintained in file separate and apart and shall not be kept in the personnel file of any of the participants or aggrieved employee(s).
- 13.3.5 In the absence of employee's immediate supervisor at Step 1 or the building principal at Step 2, then another administrator substituted by board policy or designated by the Chief School Administrator shall act to enable compliance with the time lines of the grievance procedure.

ARTICLE XIV - EMPLOYEE BENEFITS

14.1 **Employee's Health Care Insurance.** All health care insurance benefits hereinafter mentioned shall provide coverage for each employee and the employee's eligible dependents from the time of employment or July 1, whichever is later, until June 30, of the following year, or the date of termination of employment, whichever is earlier, of each year of this contract.

14.1.1 **Health Care Insurance.** The Board will provide health insurance coverage in the Aetna Health Benefits Plan, Patriot XV [formerly Patriot X] or Patriot X [formerly Patriot V], or its equivalent. Employees shall have the right to join an HMO during open enrollment and shall pay any amount above the monthly premium paid by the Board for coverage in the Aetna Health Benefits Plan or its equivalent.

Effective 7/1/03, new hires shall receive the Patriot X [formerly Patriot V] Plan with dependent coverage if needed. Any unit member may elect to buy up to Patriot XV [formerly Patriot X] through payroll deductions during the first three years of employment. New hires stay in Patriot X [formerly Patriot V] at the beginning of their fourth year of employment unless they elect to pay the premium difference for Patriot XV [formerly Patriot X] through payroll deductions.

New hires receive single only prescription and dental coverage until the beginning of the fourth year of employment. Years of experience in other districts may be counted toward dependent coverage eligibility on prescription and dental for new hires. Example: an employee hired after 7/1/03 who is granted two (2) years of experience shall be eligible for dependent prescription and dental at the beginning of his/her second year of employment within the district.

Effective July 1, 2006: the current Patriot X and Patriot V co-pays shall increase as follows:

> Patriot V: [becomes Patriot X]

Primary care physician increases from \$5 to \$10 per visit

Specialist physician increases from \$5 to \$10 per visit

Outpatient Mental Health changes to \$25 per visit for up to 20 visits per plan year

Emergency Room increases from \$25 to \$50

> Patriot X: [becomes Patriot XV]

Primary care physician increases from \$10 to \$15 per visit

Specialist physician increases from \$15 to \$20 per visit

Emergency Room increases from \$35 to \$50

14.1.2 **Prescription Insurance Plan.** The Board shall provide for each employee a \$10 brand / \$5 generic on retail, with the same co-pay applicable one time (1x) on mail order prescriptions.

Effective July 1, 2006, the prescription co-pay becomes \$15 brand / \$10 generic on retail with the same co-pay applicable one time (1x) on mail order prescriptions.

Effective July 1, 2008, the prescription co-pay becomes \$20 brand / \$15 generic on retail with the same co-pay applicable one time (1x) on mail order prescriptions.

14.1.3 **Dental Insurance Plan.** The Board shall provide dental health care insurance coverage described as Delta Dental Plan IA or its equivalent. This benefit will be provided only to those employees electing to participate in the dental health care insurance program.

14.1.4 The Board will contribute a maximum of one-hundred dollars (\$100) per custodial employee towards the premium of a personal disability plan of the employee's choice.

14.2 Unused Sick Leave at Retirement.

Certificated and Office Personnel: Upon retirement after at least 16 years of continuous service with the Cumberland Regional School District an employee so employed at the time of retirement shall be paid a retirement bonus of forty-five dollars (\$45.00) per day [2005-2006]; fifty dollars (\$50.00) per day [2006-2007 and 2007-2008]; and fifty-five dollars (\$55.00) per day [2008-2009] for each unused sick day not to exceed one hundred eighty-five (185) days.

Custodial Personnel: Upon retirement after at least 16 years of continuous service with the Cumberland Regional School District an employee so employed at the time of retirement shall be paid a retirement bonus of twenty-two dollars (\$22.00) per day for each unused sick day not to exceed \$3,300. Board approved leaves shall not be considered an interruption of employment. This benefit shall be payable on a date selected by the retiring employee during the school fiscal year (July 1st – June 30th) following the year of retirement.

14.2.1 If a certificated employee provides notice of a June 30th retirement no later than February 1st of the effective year, the daily rate for compensation for separation pay shall be ten dollars (\$10.00) per day higher than the rate enumerated in 14.2 above.

14.2.2 Payments under 14.2 or 14.2.1 for certificated or Office Personnel above shall be made according to the following schedule:

14.2.2.1 Employees who retire by December 31st of a school year are eligible for payment for one-half (1/2) of their total for unused sick leave the following July 1st.

14.2.2.2 Said employees shall receive the second one-half (1/2) payment on January 1st one (1) year following actual retirement.

14.2.2.3 Employees who retire by June 30th of a school year are eligible for payment for one-half (1/2) of their total for unused sick leave the following January 1st.

14.2.2.4 Said employees shall receive the second one-half (1/2) payment on July 1st one (1) year following actual retirement.

14.2.3 If an employee dies after having his/her notice of retirement accepted by the Board, but prior to the completion of payments for unused sick leave according to the above schedule, the payments due shall be paid to the employee's estate pursuant to the schedule outlined in 14.2.2 above.

14.2.4 Under this provision, any Board approved unpaid leave of absence shall not be considered an interruption of employment, however it is understood that time spent on an approved leave of absence does not count as work time towards accumulation of the sixteen (16) required years of employment.

14.2.5 Former employees with sixteen (16) years of continuous service not employed by the Cumberland Regional School District at the time of entitlement to other retirement benefits are not entitled to this benefit.

14.3 **Damage to Personal Property.** The Board shall reimburse an employee for the reasonable cost not to exceed two hundred and fifty dollars (\$250.00), and not covered by the employee's personal insurance, of any clothing and /or other personal property damaged or destroyed as the result of an assault or intentional act of vandalism upon the employee while acting in the discharge of employment duties within the scope of employment.

14.4 **Tuition Reimbursement.**

14.4.1 **Teaching Staff Members.** The Board agrees to reimburse tenured Faculty for maximum of twelve (12) credit hours per year at the rates per credit hour charged by Rowan College of New Jersey plus an additional Twenty-Five (\$25.00) per semester to defray additional costs charged by the college or university. Subject to the approval of the Chief School Administrator with the concurrence of the Principal, undergraduate courses involving new educational methods such as computer technology, audio and visual presentations and other such classroom techniques that will lead to improved classroom instruction may be included on the same basis as graduate courses, but will not be included in computing any increase in salary scale unless they satisfy requirements for an advanced (Master's or Doctor's) degree. Courses of study directed to the improvement of instruction in the teacher's current field, include but are not limited to, obtaining a master's degree in the present field, administration, guidance, education and educational psychology, or reading. The Chief School Administrator may approve courses outside the teacher's field if the Chief School Administrator feels that the courses will benefit the school system. Courses taken for initial certification in areas in which a Faculty member was hired to teach are not recognized for reimbursement. Faculty desiring recognition on the salary guide for courses taken must file a transcript with the Chief School Administrator by October 1st of the year in which the credit is claimed.

Tuition reimbursement shall be capped at a maximum of \$35,000. The twelve (12) credit limit remains for tenured staff. Non tenured staff may take up to zero (0) credits under this provision during their first year of employment, three (3) credits in their second year, and six (6) credits in their third year. The Board has the discretion to reimburse tuition expenses of non tenured staff, outside of the above-mentioned cap and above the above credit limits to suit needs of district. Board shall credit the reimbursement cost for year in which course begins.

14.4.2 **Office Personnel.** The Board agrees to reimburse Office Personnel for professional training at a recognized accredited college, university, or agency at the rate per undergraduate credit hour charged by Rowan College of New Jersey at the time the course is taken up to a maximum of nine (9) credit hours per year. Only courses of study directed to the improvement of skills of the Office Personnel members will be approved.

14.4.3 **General Provisions.** All reimbursable course work requires prior approval of the Chief School Administrator. No right to reimbursement shall carry forward beyond the expiration of any single year which shall commence on July 1st and expire the following June 30th. No reimbursement payment shall be made unless an official transcript showing completion of the course and a grade of "C" or higher is presented to the Chief School Administrator.

ARTICLE XV - SALARIES AND OTHER COMPENSATION

15.1 The salary schedules for all employees in the bargaining unit are as set forth in Exhibits attached hereto and made a part hereof. All employees shall be paid every other week on a day to be set by the Board. In the event that the regular pay day falls on a school holiday, pay day shall be the last working day preceding the weekend or holiday. The Board will provide all employees with the option of electronic transfer of pay to the bank and bank account designated by the employee.

15.2 The Board will approve payroll deduction for a tax-sheltered annuity program only after five or more employees apply.

15.3 **Staff Travel.** Professional employees shall be reimbursed for all approved mileage at the State of New Jersey approved rate per mile, commencing with the date of ratification of this contract.

15.4 **Coordinators.** Coordinators shall be paid additional compensation during the term of this contract:

STEP 2005-2009

1 \$3,290

2 \$3,440

3 \$3,590

15.5 Increments are not automatic; they will be awarded for satisfactory performance. All increments will be by recommendation of the Chief School Administrator and approval of the Board.

15.5.1 Placement on Salary Guides: Placement does not reflect teaching or other experience.

15.5.2 Credit for military service not to exceed four (4) years.

15.5.3 Two years' work experience, upon review and approval of the Board, may equal one year credit on the salary guide for vocational staff employees. All certification requirements must be met.

15.5.4 Only masters degrees granted in the teacher's subject field, administration, guidance, education and educational psychology, or reading will be honored for credit on the salary guide. Degrees not in above mentioned fields may be accepted for salary consideration if the Chief School Administrator feels such degrees will be beneficial to the school district. In addition to the Chief School Administrator's recommendation, the Board's approval is also required.

15.5.5 Only graduate credits in the teacher's subject field, educational administration, guidance, education or educational psychology, or reading will be honored for credit on the B.A./B.S. + 15 and M.A./M.S. + 30 Salary Schedules. It is the duty of the teacher so entitled to advise the Chief School Administrator in writing and provide the necessary proof no later than September 30th of each year in accordance with existing Board Policy.

15.5.6 Only professional training/continuing education pre-approved under provisions of Article 14.4.2 will be honored for credit. Office Personnel taking advanced training will receive the additional compensation hereinafter provided if the training is considered beneficial to the school district or to the improved performance of the Office Personnel member's employment classification.

Office Personnel members will be compensated for advanced courses or training by receiving an additional one (1%) per cent of their base salary for every fifteen (15) credit hours of training, to a maximum of forty-five (45) credit hours, successfully completed. Credit for technical training courses not taken at a college, for example, training in the use of specialized equipment or a particular computer program, shall be calculated for these purposes at the rate of one (1) credit hour for each fourteen (14) hours of training or class time. Nothing herein shall be construed as a bar or prohibition against any Office Personnel taking advanced courses or training beyond forty-five (45) credit hours.

It is the duty of the clerical staff member to advise the Chief School Administrator in writing and to provide required documentation no later than September 30 of each year, in accordance with existing Board Policy.

- 15.6 The hourly rate for assignments that do not involve teaching high school students shall be \$25.00 for 2005-2006 and \$30.00 effective 2006-2007, with the exception of chaperoning school dances. Teaching staff members who act as chaperones from the beginning to the end of school dances shall be paid \$25.00 per night. Attendance as a chaperone shall remain voluntary. There shall be four paid chaperones approved by the principal attending each dance, although any faculty member is welcome to attend without compensation. An advisor to a school group sponsoring a dance shall not be considered as a chaperone and shall not be eligible for any additional compensation.
- 15.7 The attached salary guides are incorporated herein by reference and shall control compensation of employees for the duration of this agreement.

Custodial Employees

- 15.8.1 Employees assigned to the second shift shall receive a pay differential in the amount of \$675.
- 15.8.2 Employees assigned to the third shift shall receive a pay differential in the amount of \$925.
- 15.9 In addition to all compensation payable under the salary schedules and 15.8.1 or 15.8.2, all employees shall receive a one-time payment of \$100.00 upon receipt of a Black Seal Boiler License. In addition to this, employees shall receive \$200 per year for having their Black Seal License. These payments shall be paid no later than October 30th of each contract year, pending proof of renewal by the employee.
- 15.10 Whenever a custodial employee is required to use his own vehicle on school business, he shall be reimbursed for all approved mileage at the State of New Jersey approved rate per mile, plus any applicable tolls and/or parking fees.

ARTICLE XVI – REPRESENTATION FEE

- 16.1 Any eligible employee who does not become a member of the Cumberland Regional Education Association within thirty (30) days of hiring will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

16.2 Amount of Fee

- 16.2.1 Prior to the beginning of each membership year, the Cumberland Regional Education Association will notify the Board in writing of the amount of 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 nonmembers will be determined by the New Jersey Education Association in accordance with the law.
- 16.2.2 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 shall be set up to eighty-five (85%) per cent of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of representation fee automatically will be changed to the maximum allowed, said change to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

16.3 Deduction and Transmission of Fee

- 16.3.1 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 16.3.2, the full amount of the representation fee and promptly transmit the amount so deducted to the New Jersey Education Association.
- 16.3.2 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 in February and the deductions will be retroactive to the beginning of the school year. If a new employee begins employment in a bargaining unit position, the employee shall have thirty (30) days to join the Association. In the event that he/she does not join the Association, representation fee deductions shall begin upon the next pay period thereafter.
- 16.3.3 If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
- 16.3.4 Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the New Jersey Education Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- 16.3.5 The Association will notify the Board in writing of any changes in the list provided for in 16.2.1 and/or the amount of the representation fee, and such changes shall be reflected in any deductions made more than ten (10) days after the Board receives said notice.
- 16.3.6 On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XVII – SPECIAL CUSTODIAL PROVISIONS

- 17.1 The Board shall provide by August 30th of each calendar year, three (3) complete sets of work clothes to each employee who has been continuously employed for at least ninety (90) days. Employees hired before November 30th shall be provided two (2) complete sets of work clothes after the completion of ninety (90) days of employment and one (1) additional set after one-hundred eighty (180) days. Employees hired before February 28th, shall be provided two (2) complete sets of work clothes upon completion of ninety (90) days.
- 17.2 On or before August 30th of each calendar year, each employee who has been employed by the Board for more than two (2) years shall be permitted to have the Board purchase instead of the foregoing, clothing and/or shoes approved by the Superintendent having a total acquisition cost of not more than the cost of three uniforms.
- 17.3 The Board shall provide overalls to employees required to clean the boilers.
- 17.4 The Board shall provide foul weather gear for employees who are required to work outdoors during inclement weather and rubber footwear will be provided for employees to use interchangeably inside the building as needed.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

- 18.1 **Separability.** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 18.2 **Modification.** This Agreement contains the entire understanding of the parties and all matters that were or could have been negotiable or that were dropped during negotiations are settled matters. There are no additional representations, promises or warranties other than those set forth herein and this Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 18.3 **Duration.** This agreement shall remain in full force and effect until June 30, 2009.
- 18.4 **Copies.** Copies of this Agreement shall be printed at the expense of the Board. The Agreement shall be presented to all employees now employed and hereafter employed.
- 18.5 **Notice.** Notice shall be given in the following manner:
- 18.5.1 To the Board by mailing or personal delivery to the Board Secretary, P.O. Box 5115, Seabrook, NJ 08302.
- 18.5.2 To the CREA by mailing or personal delivery to the President, Cumberland Regional Education CREA, P. O. Box 5115, Seabrook, NJ 08302.
- 18.5.3 To any member of the CREA by mailing or personal delivery to the last known home address of the member with a copy to the CREA.
- 18.6 The Board and the CREA agree that there shall be no discrimination and that all practices, procedures, and policies of the school shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application of this Agreement on the basis of origin, sex, domicile, or marital status.
- 18.7 Any individual contract between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- 18.8 The Board agrees to deduct from the salary of each employee dues for the Cumberland Regional Education CREA, the Cumberland County Education CREA, New Jersey Education CREA, and the National Education CREA. Said moneys shall be transmitted to the NJEA per present practice.
- 18.9 The compensation and reimbursement increases in excess of the prior contract shall only inure to the benefit of those employees employed by the Board at the time of the ratification of this agreement. No former employee shall receive the benefit of any increase in compensation provided herein. However, as to those employees employed by the Board at the time of the ratification of this agreement, the increases in base salary and extra service contracts shall be retroactive to July 1, 2002. It is expressly understood, however, that any increase in any reimbursement provision for mileage, travel, meals, etc., or any other emolument, such as substitute teaching, summer school, etc., shall be effective as of the time of the ratification of this agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective negotiation chairpersons.

CUMBERLAND REGIONAL
BOARD OF EDUCATION

CUMBERLAND REGIONAL
EDUCATION ASSOCIATION

By: _____
President

By: _____
President

By: _____
Negotiations Chairperson

By: _____
Negotiations Chairperson

Dated: _____

Dated: _____

Agreement Between

the

Cumberland Regional Board of Education

and

Cumberland Regional Education Association

July 1, 2005 through June 30, 2006

July 1, 2006 through June 30, 2009

DRAFT: 24-Aug-06
FINAL: 19-Sep-06

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Exhibit F	Calculation of Pay at Severance or Termination	

Exhibit F

Calculation of Pay at Severance or Termination (mid-year) for certificated staff

The contractual work year for certificated staff is one hundred eighty-five (185) days. Inasmuch as employees are paid on a bi-weekly schedule, should an employee end employment at any time other than the last regular workday, it is possible that he/she may have been paid in advance at the time of the issuance of his/her last paycheck prior to severance. The following formula shall be used to determine the appropriate last paycheck for individuals whose employment terminates during the academic year.

- The annual salary shall be divided by 185 days to calculate the *per diem* rate.
- The termination date of the employee shall be used to calculate the actual number of days within the academic year that the employee has actually worked.
- The total number of workdays represented by the employee's next to last paycheck shall be calculated. [total amount of salary received divided by *per diem* rate]
- The actual number of days worked or to be worked shall be multiplied by the *per diem* rate and subtracted from the amount of salary received by the employee through his/her next to last paycheck.
- The employee's last paycheck will reflect the appropriate payment for days actually worked or to be worked as compared to the amount of salary already received by the employee.
- It is also understood and agreed that should an employee be subject to a salary docking during the course of an academic year, that the *per diem* rate as calculated above shall be utilized to calculate the appropriate amount of withheld salary.

Example:

The employee has actually worked or will actually work 85 days of the academic year.

Salary: B.A. Step 10 = \$41,100

Divided by 185 = \$222.16 *per diem*

Bi-Weekly paycheck = \$1,868.18

- Employee has received ten (10) checks for a total of \$18,681.80
- This amount represents payment for 84.09 workdays [$\$18,681.80 / \222.16]
- 85 potential workdays minus 84.09 actual workdays = .91 days for which the employee has not been paid.
- The employee's last paycheck will reflect payment for .91 workdays or \$202.17 [$\$222.16 \times .91$]

Even if the employee has two (2) weeks to work before his final day and final paycheck, the calculation will produce payment for the correct salary amount. The business office will be certain to calculate these amounts prior to issuing a paycheck to a terminating employee that would overpay him/her.