

**TEACHING STAFF AGREEMENT  
BETWEEN THE BOARD OF EDUCATION OF THE  
BUENA REGIONAL SCHOOL DISTRICT AND  
THE BUENA REGIONAL EDUCATION ASSOCIATION**

**THIS AGREEMENT** is made on July 1, 2005, between the Board of Education of the Buena Regional School District of Atlantic County (called "Board"), and the Buena Regional Education Association (called "Association").

**WHEREAS**, the Board and Association recognize and declare that providing a quality education for the students of Buena Regional School District is their primary aim and that the character of such education depends predominantly upon the quality of teaching, and

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

**IT IS**, in consideration of the mutual promises in this Agreement, agreed as follows:

**ARTICLE I - TERM**

The term of this Agreement shall be July 1, 2005 to June 30, 2008.

**ARTICLE II - RECOGNITION**

2.1 - **Persons Recognized.** The Board recognizes the Association as the exclusive representative, so long as it continues as the majority representative, for collective negotiations concerning the terms and conditions of employment of the following employees: Classroom teachers, guidance counselors, librarians, school nurses, members of the child study team, department chairpeople, teachers in the Title I, Migrant and Basic Skills Education programs, subject area coordinators, and teachers holding the extracurricular positions defined in the schedules attached to this contract as periodically amended.

2.2 - **Persons Excluded.** Excluded from this Agreement shall be all other employees, including supervisors, athletic director, management personnel, the Superintendent, Principals, Vice or Assistant Principals, T & E Coordinator, C.S.T. Coordinator, Guidance Director, Administrative Assistants, Affirmative Action Officer, Technology Technicians and employees in summer Title I and Migrant programs and athletic trainer. The athletic trainer will be excluded as long as these services are provided by an independent contractor and not an employee of the District.

**ARTICLE III - DEFINITIONS**

Unless otherwise indicated, the terms "employee" or "teacher" as used in this Agreement shall refer only to those employees represented by the Association for negotiations as described in paragraph 2.1 above.

**ARTICLE IV - FUTURE NEGOTIATIONS**

Provided that the Association continues to be the majority representative, the parties agree to enter into collective negotiations over a successor agreement or any terms of this Agreement subject to reopener. Negotiations shall be conducted in accordance with negotiations law in a good-faith effort to reach agreement on matters concerning the terms and conditions of teacher's employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement, or any part of it, expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be adopted and signed by the Board and the Association.

**ARTICLE V - GRIEVANCE PROCEDURE**

5.1 - **Definition and Scope.** Grievance shall mean a claim or complaint by an employee or by the Association that there has been to an employee or group of employees a personal loss, injury or inconvenience because of a violation,

misinterpretation or inequitable application of this Agreement or of an established policy or of an administrative decision governing employees. Withholding of an employee's increment for predominantly disciplinary reasons shall be subject to the grievance procedure pursuant to N.J.S.A. 34:13A-26. The withholding of an increment which is predominantly related to the evaluation of the employee's teaching performance must be appealed to the Commission of Education pursuant to N.J.S.A. 34:13A-27.

5.2 - **Exclusions.** This grievance procedure 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 matter which, according to law, is either beyond the scope of the Board's authority or is limited to unilateral action by the Board alone; or (d) a complaint of a non-tenured employee which arises by reason of the employee's not being reemployed or being dismissed; or (e) a complaint by any certified employee 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.

### 5.3 - **General Provisions.**

5.3.1 - Failure of the Administration or Board at any step of this procedure to communicate a decision on a grievance within the specified time limits shall be deemed a denial of the grievance and shall permit the employee to proceed to the next step. Failure at any step of this procedure of an employee to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at this step.

5.3.2 - Employees shall, during the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and the effect thereof shall have been fully determined.

5.3.3 - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.

5.3.4 - All meetings and hearings on a grievance shall be conducted in private and shall include only such parties in interest and their representatives, except where final Board action shall be required.

5.3.5 - An employee shall have the right to representation by counsel and/or the Association at any step of the grievance procedure.

5.3.6 - If the grievance arises from action of the Board, the Superintendent or Board Secretary, the request for grievance may be filed directly with the Superintendent (Step 3).

5.3.7 - All time periods referred to in the grievance procedure shall be calendar days. If the last day falls on a weekend or legal holiday, the next business day shall be used.

5.3.8 - Copies of decisions on grievances shall be given by the author to the employee, employee's supervisor, the President of the Association, and the Superintendent.

5.4 - **First Step: Informal Discussion.** The first step must be commenced by the employee or Association within one calendar month of its occurrence. The first step shall be for the employee or Association to discuss the issue to be grieved with the employee's immediate superior (usually the Principal) in an attempt to informally agree.

### 5.5 - **Second Step: Written Request to Immediate Supervisor.**

5.5.1 - If the decision on the grievance is not received by the employee within 10 days of the discussion with the immediate superior as described in paragraph 5.4, or if the employee is dissatisfied with the decision received, the employee is entitled to file with the immediate superior a written request for a grievance directed to the employee's immediate supervisor (usually the Principal). The written request shall be filed with the immediate superior not later than 60 days from the time of its occurrence.

5.5.2 - **Contents of the Written Request.** The written request for a grievance shall describe (a) the issue or issues to be grieved, (b) the loss, injury or inconvenience suffered by the employee or employees, (c) the results of the informal discussion at step one, and (d) how the employee thinks the issue can be resolved.

5.5.3 - **Immediate Superior to Reply.** The immediate superior shall have 10 days to reply in writing to the written request for grievance.

**5.6 - Third Step: Written Request to Superintendent.**

5.6.1 - If the immediate superior's decision on the grievance is not received by the employee within 10 days of the filing with the immediate superior as described in paragraph 5.5, or if the employee is dissatisfied with the decision on the grievance received, the employee is entitled to file the written request for a grievance directed to the Superintendent. The written request shall be filed with the Superintendent not later than 45 days from the written denial or failure of the immediate superior to respond in writing.

5.6.2 - **Contents of Request to Superintendent.** The employee shall file with the Superintendent (a) a copy of the written request described in paragraph 5.5.2, (b) a statement explaining the action taken by the employee's immediate superior in response to the request, and (c) a copy of the written decision on the grievance received, if any.

5.6.3 - **Superintendent to Reply.** The Superintendent shall have 10 days to reply in writing to the written request for grievance.

**5.7 - Fourth Step: Written Request to Board.**

5.7.1 - If the Superintendent's written decision on the grievance is not received by the employee within 10 days of the filing with the Superintendent as described in paragraph 5.6, or if the employee is dissatisfied with the decision on the grievance received, the employee is entitled to file a written request for a grievance directed to the Board. The written request shall be filed with the Secretary/Business Administrator not later than 45 days from the written denial or failure of the Superintendent to respond.

5.7.2 - **Contents of Request to Board.** The employee shall file with the Superintendent and the Board Secretary (a) copies of the requests previously filed, (b) the decisions on the grievance previously received, if any, and (c) a statement explaining the action taken by the immediate superior and Superintendent.

5.7.3 - **Board to Reply.** The Board shall have 60 days to reply, in writing, to the written request for grievance.

5.7.4 - **Board Hearing.** The Board or a committee thereof may hold a hearing prior to rendering a decision. If a hearing is scheduled, it shall be held within the 60-day period and the Board shall have 10 days after the hearing to reply.

**5.8 - Fifth Step: Arbitration.**

5.8.1 - If the Association is dissatisfied with the decision of the Board and the request for a grievance pertains to a matter of previous formal agreement between the Board and the Association, the Association may demand arbitration by filing a demand for arbitration with the Superintendent within 15 days after the decision of the Board is made known or within 15 days after the time for the Board decision has expired and no decision has been rendered.

5.8.2 - The demand for arbitration shall be deemed a waiver by employee and the Association of the right to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award. The filing of a reply by the Board shall be deemed a similar waiver.

5.8.3 - The parties shall use the Public Employment Relations Commission and shall comply with its rules concerning the appointment of an arbitrator and the conduct of proceedings.

5.8.4 - The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board. The arbitrator shall apply New Jersey law and regulations. The decision of the arbitrator shall be binding. Only the Board and the employee and the employee's representatives shall be given copies of the arbitrator's decision. The arbitrator shall render a decision within 30 days of the completion of the arbitrator's hearings.

5.8.5 - Each party will bear the total cost incurred by themselves. The fees and expenses of arbitrators are the only costs which will be shared by the two parties and such costs will be shared equally.

5.8.6 - If time is lost by an employee due to arbitration proceedings necessitating the retention of a substitute, the Board will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time, unless the employee prevails and then the employee shall be paid for time lost during arbitration hearings.

#### **ARTICLE VI - DISCIPLINARY AND EVALUATION HEARINGS**

Whenever an employee shall be required to appear before the Board, a Board committee or the Superintendent with respect to a disciplinary proceeding, the purpose of which is to deny a salary increment to or to discharge the employee, such employee shall be given written notice of the proceeding and its purposes and shall be entitled to have representation by an Association representative and/or by counsel.

#### **ARTICLE VII - COMPLAINTS**

If any complaint is made by any person which may affect the evaluation of a teacher, the principal or immediate supervisor of the teacher shall apprise the teacher of the nature of the complaint and attempt to resolve it within the framework of the student grievance procedure. The teacher may be present at each step of the procedure and shall have the right to representation by counsel and/or an Association representative. Nothing herein shall limit the teacher's right to file a grievance under Article V.

The student grievance procedure is printed in the student handbook.

#### **ARTICLE VIII - EMPLOYEE AND ASSOCIATION PRIVILEGES**

8.1 - Employees shall have the right to wear pins and other identification of membership in the Association or its affiliate. Employees shall not wear slogans, pins, T-shirts, or in any other way publicize or advocate negotiating issues or grievances to students in school buildings during working hours. Peaceful picketing outside of buildings shall be permitted.

8.2 - A tentative school calendar shall be presented by the Superintendent to the Association for its recommendations at least one month prior to final adoption by the Board.

8.3 - By May 15, the Association shall be notified by the Superintendent of tentative salaries of employees for the ensuing school year, and according to law non-tenured employees shall be notified in accordance with N.J.S.A. 18A:27-10 to 12.

8.4 - Employees shall have the right to participate in any activities of the Association or its affiliates, and the Board shall not deny any employee the rights given under the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., as amended, with respect to collective negotiations and the institution of grievances. No teacher shall be discriminated against due to Association activities, office holding, or membership, or due to the filing of or participation in a grievance procedure.

8.5 - Each teacher shall have the duty to determine grades and evaluations of students within the grading policies of the Buena Regional School District in accordance with the teacher's professional judgment based upon all available criteria pertinent to the subject area or activity for which the teacher is responsible. Any alteration or modification of a grade or evaluation shall be done only after consultation between the administrator and the teacher.

8.6 - The Board agrees to furnish the Association access to public records of the Board upon request and upon reasonable notice thereof, provided that such records do not contain privileged information and provided that they pertain to matters within the province of the Association.

8.7 - The Association shall be granted use of school facilities after the close of the student day, provided a janitor is on duty, for meetings and other Association business, provided the building principal has been notified in advance. The Association may use school equipment (excluding the telephone) at reasonable times during normal office hours and shall pay for the reasonable costs of all services, materials and supplied incident to such use.

8.8 - Any criticism by the Superintendent, Assistant Superintendent, Principals, Vice-Principals, Supervisors, Board Members or any other Administrative Personnel of an employee on his instructional methodology shall be made in confidence and not in the presence of students, parents, other employees, or at any public gathering.

#### **ARTICLE IX - SICK LEAVE POLICY**

9.1 - **Sick Leave.** Each employee shall be entitled to 10 cumulative days per school year for sick leave under N.J.S.A. 18A:30-1 et sec. Any employee hired after the beginning of the school year shall immediately receive sick leave prorated at the rate of one day per month from September through June, e.g. a teacher hired in November will immediately receive 8 sick days.

#### **9.2 - Reimbursement.**

9.2.1 - After 15 years of continuous service with this district, an employee who ceases his employment for any reason (except termination for just cause by the Board), shall be entitled to payment for unused sick leave accumulated during employment in this school district according to the formula below. Sick leave accumulated with and/or carried over from other school districts shall not be eligible for payment.

9.2.2 - The words "continuous service" shall mean employment by this school district for 15 or more successive full school years (a full school year shall mean 90 days or more of employment during an academic year); continuity shall not be interrupted by approved leaves of absence or by military service, but such leaves and military service shall not be counted toward achieving the 15 full years required.

9.2.3 - For employees retiring between June 30, 2005 and July 1, 2008, the payment shall be calculated by use of the following formula:  $25\% \times \text{current annual salary} \times \frac{1}{200} \times \text{accumulated sick days}$ . For 12-month employees, the fraction shall be  $\frac{1}{240}$  instead of  $\frac{1}{200}$ . "Current annual salary" shall mean the annual salary in effect for employee on employee's last day of teaching after 90 teaching days during the last academic year with this school district. Accumulated sick days shall not exceed 10 days per year as currently provided by law, notwithstanding any future increase in sick days granted by law. Accumulated sick days shall be calculated as the unused sick days which accumulated after 90 teaching days during the last academic year of employment. Written notification to Board for payment must be given by February 1 of each school year prior to ceasing employment. If no notification is given, the teacher will begin collecting the following year. Employee shall receive payment in three equal installments January 15 after the year of retirement and annually on January 15 thereafter. If the employee dies before payment, the money will go to the employee's estate.

#### **ARTICLE X - PERSONAL LEAVE POLICY**

10.1 - Each teacher shall be entitled up to four days without loss of pay, for personal business during the school year, upon approval of the Superintendent. These days may not be accumulated. Three unused days shall be eligible for payment by the Board at the certified substitute rate in effect at the beginning of the school year.

10.1.1 - All personal leaves are subject to the following conditions:

10.1.2 - The Superintendent shall grant personal leave for personal business which necessitate the teacher's absence on a school day. Personal business leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours. All requests for personal days shall specify the nature of the personal business requiring the employee's absence. No personal leave shall be granted or taken at the beginning or end of any three (or more) day holiday period or other extended period of vacation such as the teachers' convention, Thanksgiving vacation, Christmas vacation or spring vacation. The only exceptions shall be for legal proceedings requiring the teacher's presence or for a serious illness in the teacher's immediate family.

10.1.3 - Requests for personal business leave shall be filed with the Superintendent at least three school days in advance of the contemplated absence. The teacher shall certify that the reason for the leave complies with the limitations of 10.1.2 by specifying that the reason is personal business on a form previously agreed stating exclusions imposed by 10.1.2. A bereavement category shall be included in the form.

10.1.4 - The Superintendent, or his designee, shall review each application and approve or disapprove the request according to the above standards.

10.1.5 - In an emergency, the Superintendent, or his designee, upon being informed by the teacher of the nature of the emergency, shall waive the notice of provision 10.1.3 and authorize or ratify an emergency personal day, if satisfied that the time restriction in paragraph 10.1.3 imposes an undue hardship, such as with an unexpected illness in the family. This section shall not be used to increase the number of personal days granted in 10.1.

10.2.1 - All teachers shall be entitled up to five days bereavement leave, without loss of pay, for death in the family (per death). The word "family" shall mean parents, in-laws, guardians, brother, sister, spouse, children, grandparents, grandchildren and any other relative or person residing as a member of the teacher's household.

10.2.2 - All teachers shall be entitled to up to two days bereavement leave, without loss of pay, for the death of teacher's aunt or uncle (per death).

10.3 - Each teacher shall be entitled to one non-cumulative day leave per year with pay for professional improvement, provided prior approval is given by the Superintendent.

10.4 - The President of the Association or his delegate shall be entitled to two non-cumulative days leave per school year with pay for the purpose of transacting Association business.

10.5 - Teachers shall receive excused absences if they are required by the Board to be out of the classroom in connection with legal proceedings.

#### **ARTICLE XI - NOTICE OF TEACHER ASSIGNMENTS**

11.1 - All teachers shall be given written notice of their tentative class and/or subject assignments, building assignments, duties, schedules and room assignments for the forthcoming school year not later than August 1st. A list of said schedules and assignments shall be simultaneously sent to the Association.

11.2 - In the event that changes in schedules, class and/or subject assignments, building assignments, duties or room assignments are made after August 1st, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent or his representative and the teacher affected and, at his option, a representative of the Association.

#### **ARTICLE XII - SALARY**

12.1 - Employees shall be paid every other Friday throughout the school term during the term of this Agreement. The first shall be the first Friday in September, after the beginning of school. There shall be 22 regular pay days.

12.2 - Employees working on a 10-month basis may elect to have ten percent (10%) of their monthly salary withheld, which funds shall be deposited on behalf of such employee to a bank designated by the Association. Any deduction from payroll for credit union, summer pay, tax shelter annuity or similar savings programs shall be deposited directly into the employee's account and credited or posted within five business days of a pay date.

12.3 - The salaries of all employees covered by this Agreement are set forth in Schedules A, B, C & D attached hereto. Each employee shall be placed on his proper step of the appropriate salary schedule as of the beginning of each school year indicated on the schedules. Employees employed 90 teaching days or more during any school year shall be given one year credit toward increment step on the salary guide. Employees employed less than 90 days during any school year shall not be given one year credit toward increment step on the salary guide. A list of all the employees' current steps covered by this Agreement for the 2001-2002 school year are set forth in Schedule F attached hereto.

12.4 - Employees in the armed forces of the United States shall, upon presentation of their military discharge to the Superintendent, receive up to a maximum four years credit on salary schedule for time served in said armed forces.

12.5 - Credit up the maximum step of any salary level on the teacher salary schedule may be given by the Board for previous teaching experience upon initial employment.

12.6 - Employees shall receive an additional increment of \$300.00 for 15 years, \$700.00 for 20 years, \$325.00 for 25 years, \$325.00 for 30 years to be added to the following year's salary after the completion of the fifteenth, twentieth, twenty-

fifth and thirtieth years of service in the Buena Regional School District. The increment shall be paid as additional salary. If the employee was hired on a full-time basis within the first 90 teaching days of the school year, the longevity period starts from the 1st day of September of that year. If the employee was hired on a full-time basis after the first 90 teaching days of the school year, the longevity period starts from the 1st of September of the next school year. Employees hired after June 30, 1997 shall not be eligible for longevity increments.

12.7 - There is attached hereto as Schedule E, the extra duty pay schedule for teachers, coaches, extracurricular and non-athletic positions to be paid for the school years set forth in the Schedules.

12.8 - Teachers who serve as substitute teachers during their regular preparation period or their lunch period shall receive \$28.00 for the 2005-2006 school year, \$30.00 for the 2006-2007 school year, and \$31.00 for the 2007-2008 school year for each full period as a substitute.

12.9 - Teachers shall be paid \$28.00 for the 2005-2006 school year, \$30.00 for the 2006-2007 school year, and \$31.00 for the 2007-2008 school year per hour for home instruction.

12.10 - Employees hired by the District to work during the summer recess shall be paid an hourly rate of \$30.00 for the 2005-2006 school year, \$30.00 for the 2006-2007 school year and \$31.00 for the 2007-2008 school year. No sick days, personal days or other fringe benefits shall be provided except those to which the employee would otherwise be entitled if not employed by the District during the summer recess. Programs funded by state, federal or other agencies shall not be subject to this paragraph. All pay rates shall be fixed in advance of employment in writing to prevent disputes as to the application of this subparagraph 12.10.

12.11 - Those teachers who volunteer to teach six periods with a lunch period shall receive a stipend of \$5,040.00 during the 2005-2006 school year, \$5,400.00 for the 2006-2007 school year and \$5,580.00 for the 2007-2008 school year, prorated if the assignment is less than a full year.

12.12 - In the event that an elementary school special area teacher is absent and a substitute is not provided, the regular classroom teacher will be compensated at \$20.00 for each thirty minute period during the 2005-2006 school year, \$21.00 during the 2006-2007 school year, and \$22.00 for the 2007-2008 school year.

12.13 - Where teachers are employed less than a full year, proration of teachers' salaries and benefits shall be computed at the daily rate of 1/184 the annual rate for teachers employed on a 10-month basis. Stipends and payment for services that take place over a period of less than an academic year shall be reasonably prorated by the time of the activity. Where an employee has been overpaid, the excess shall be refunded at the termination of service.

12.14 – Teachers shall be notified as to any changes in their pay checks and the reason for the changes.

### **ARTICLE XIII - TEACHING HOURS AND DUTIES**

13.1 - As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. They may be required to sign in and out but they shall not be required to "clock in or clock out" by hours and minutes. As professionals, teachers acknowledge that they are expected to devote a reasonable amount of time to their professional duties outside of the regular school day. Such duties shall include, but not be limited to, preparing for class, marking papers, staff meetings, parent and/or student conferences, back to school night, holiday programs, graduation activities, class trips, field trips and other similar activities which historically have been a part of the Buena educational program.

Effective November 1, 2005 the teachers agree to work the following day:

Buena Regional High School – 6 hours 55 minutes\*

7:30 a.m. to 2:25 p.m.

Cleary Middle School: 6 hours 55 minutes\*

8:00 a.m. to 2:55 p.m.

Elementary schools: 6 hours 45 minutes

8:45 a.m. to 3:30 p.m.

\*The time increase is non-instructional time.

Effective November 1, 2005 bus duty teachers will cease to be paid under the provisions of Article 13.7 during the extended regular day. Those teachers shall be compensated for the time served at 1/180 per day until the start of the new school day schedule. In the event that a duty beyond the new workday is established, the provisions of 13.7 will prevail.

13.2 - All elementary teachers working at grade level K-5 shall have a 50 minute duty free lunch period which will allow 30 minutes for lunch. The remaining 20 minutes shall be used as a duty free preparation period. The increase in student contact time shall be non-instructional and non-recess. Teachers at this grade level, during their lunch period, shall provide supervisory assistance during any emergency as determined by the principal. Teachers at this grade level may leave the school premises during the first 30 minutes of their lunch period, as long as there is no need for their assistance in pupil supervision. Upon leaving the school premises, all teachers shall sign out and sign in and are expected to return to their building on time.

13.2.1 All elementary teachers shall be guaranteed a duty free, continuous, uninterrupted, planning period of at least 30 minutes per day for five days within a six day cycle and 60 minutes for one day within a twelve day cycle.

13.3 - At the Dr. J.P. Cleary School and the High School, teachers shall have a time equivalent to one student lunch period as a duty free lunch period, but not less than 30 minutes. In addition to their lunch period, teachers at Dr. J.P. Cleary and the High School shall have daily preparation time of at least one instructional period during which they shall not be assigned to any other duties, except to provide supervisory assistance during any emergency as determined by the principal or vice or assistant principal. An emergency for the purposes of this Article shall be construed as an unforeseen circumstance, which could not have reasonably been anticipated and which is temporary in nature.

13.4 - On Fridays and on the last work day preceding the Thanksgiving, Christmas and Easter holidays, teachers shall be permitted to leave when their students have been dismissed and have boarded their buses. Teachers assigned to bus duty or extracurricular duties shall remain until the completion of their duty.

13.5 - The in-school work year shall include days when pupils are in attendance, orientation days, and any other days when teacher attendance is required. For teachers employed on a 10-month basis the in-school work year shall not exceed 184 days, excluding the teachers' convention. Attendance at the teachers' convention shall not be mandatory.

13.6 - The Board shall provide personnel to keep central registers, collect lunch money, and complete reduced and subsidized lunch forms. All teaching personnel shall distribute and collect subsidized lunch forms.

13.7 - Teachers assigned to a 10 minute extra duty to cover students arriving early or leaving late shall receive a payment of \$1,260.00 for 2005-06 school year, \$1,350.00 for 2006-07 school year, and \$1,395.00 for the 2007-08 school year for the duty, prorated for a partial year. Volunteers will be used before involuntary assignments.

#### **ARTICLE XIV - CLASS SIZE**

The Board recognizes the desirability of equalizing the number of students in each classroom as may be consistent with the Board's financial obligations and its obligations to minimize transportation problems and to provide for proper racial balance. This Article shall be grievable only to the level of the Board.

#### **ARTICLE XV - SPECIALISTS**

The Board and the Association recognize the fact that an adequate number of competent specialists are essential to the operation of an effective educational program. This Article shall be grievable only to the level of the Board.

#### **ARTICLE XVI - TRANSFERS AND PROMOTIONS**

16.1 - **Basic Consideration.** In considering any transfers or promotions, the Board will consider all relevant factors which may affect the transfer or promotion under consideration, including, but not limited to: the needs of the District; the

availability of qualified volunteers or other personnel to fill the position; the candidates' area of competence, fields of study, length of service in the district and length of service in a particular building; and the candidates' desire to fill the position. All teachers transferred, assigned, reassigned or promoted shall be notified thereof as soon as practical.

**16.2 - Voluntary Transfers.** No later than April 1 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of their known vacancies expected to occur during the following school year. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the principal and Superintendent not later than May 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

**16.3 - Involuntary Transfers.** The Board acknowledges that involuntary transfers of teachers often affect teachers' morale and performance and that such involuntary transfers will be avoided unless, in the judgment of the Board, such transfers are necessary to the efficient operation of the school district. The Board, in considering involuntary transfers, will be guided by the basic considerations as set forth in paragraph 16.1 above and will endeavor to fill positions with volunteers rather than by involuntary transfers.

#### **16.4 - Promotions.**

16.4.1 - All vacancies in promotional positions caused by death, retirement, discharge, resignation or by the creation of a new position shall be filled according to the following procedure.

16.4.2 - Such vacancies shall be adequately publicized, including a notice in every school, as long as possible in advance of the date of filling such vacancies (at least 30 days in advance and in no event less than 10 days in advance). In addition the Superintendent may concurrently publicize the position outside the school district.

16.4.3 - Said notice of vacancy shall clearly set forth the qualifications for the position, which shall be consistent with the position.

16.4.4 - Teachers who desire to apply for such vacancies shall file their applications in writing with the office of the Superintendent within the time limit specified in the notice.

16.4.5 - Promotional positions are defined as follows: position paying a salary differential and/or positions on the administrative-supervisory level, including but not limited to positions such as assistant superintendent, administrative assistant, supervisor, principal, vice principal, assistant principal, department chairperson, counselor, grade level chairperson, instructional specialist coordinator and any assignment to which an honorarium is attached.

16.4.6 - Whenever practical, the provisions of this subparagraph 16.4 shall be applied with respect to the positions open for summer school, federal programs and any other job openings for which teachers may be qualified. Teachers desiring bedside instruction shall submit their name to the Superintendent to be placed upon a list of bedside instructors from which rotational selections shall be made by the Superintendent and Principal in accordance with the student's particular needs.

16.4.7 - Vacancies which arise during periods when school is not in session shall be posted in the Board office and a copy forwarded to the Association president.

16.4.8 - Interim appointments to vacancies (not exceeding 3 months) may be made at the discretion of the Superintendent and/or the Board. It is to be clearly understood that appointments are temporary in nature and will be void upon selection of personnel in accordance with the policy established above. At no time may the experience gained from such an interim appointment be used as a qualification for filling such position.

16.5 - The granting of all transfers, promotions and the filling of vacancies shall rest solely within the discretion of the Board. Any teacher who shall be aggrieved by any transfer, promotion or the filling of any vacancy shall have the right to the use of the grievance procedure except subparagraph 5.8 thereof. The decision of the Board shall be final with respect to any grievance involving voluntary transfers, involuntary transfers, promotions and the filling of any vacancy, it being understood that the hiring, transfer and assignment of employees is a function of the Board, based upon the recommendations of the administration.

## **ARTICLE XVII - TEACHER EVALUATION**

17.1 - Teachers shall be evaluated only by persons certified by the State of New Jersey to supervise instruction.

17.2 - Teachers shall be given a copy of their rating or any other written evaluation of their work prepared by their superiors and a conference between teachers and evaluators will be scheduled to discuss such report within 10 working days of the evaluation.

### **17.3 - Evaluation Reports.**

17.3.1 - Evaluation reports will be kept by the building principal and will include when pertinent: (a) strengths of the teacher as evidenced during the period since the previous report; (b) weaknesses of the teacher as evidenced during the period since the previous report; (c) specific suggestions as to measure which the teacher might take to improve his performance, particularly in each of the areas wherein weaknesses have been indicated.

17.3.2 - Evaluations and evaluation reports shall be conducted for non-tenured teachers at least three times each year and for tenured teachers, at least one time during the school year.

17.4 - The Board has adopted formal evaluation policies for tenured and non-tenured teachers. The same shall be distributed to teachers at the beginning of employment.

## **ARTICLE XVIII - SCHOOL FACILITIES**

18.1 - Consistent with the financial ability of the District and the character of school facilities, the Board will attempt to provide adequate storage facilities in each classroom as well as the new facilities for teachers' lounges in buildings where the same now exists. Teachers are requested to notify the Board in writing concerning any problems encountered with respect to the adequacy of school facilities.

18.2 - Teachers requiring specialized clothing shall present a request to the Board in writing and the Board shall consider the same promptly and either grant or deny the request.

18.3 - This Article shall be grievable only to the level of the Board.

## **ARTICLE XIX - LEAVES OF ABSENCE**

19.1 - Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, or to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.

19.2 - The Board shall provide leave as required by the federal Family and Medical Leave Act (FMLA) and/or the New Jersey Family Leave Act, N.J.S.A. 34:11A-1 et seq. However, the Board need not extend the leave of absence of a non-tenured teacher beyond the end of the school year in which the leave began.

19.2.1 - No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a specific time lapse between the birth and her desired date of return, except as provided in the preceding paragraph.

19.2.2 - The Board shall not attempt to remove any tenured or non-tenured teacher from her teaching duties during her pregnancy except on one of the following basis: (a) the pregnant teacher cannot produce a certificate from her physician stating that she is medically able to continue teaching, or (b) the Board's physician and the teacher's physician agree that she cannot continue teaching; provided, however, that if there is a difference of medical opinion between the Board's physician and the teacher's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the teacher and whose medical opinion shall then be conclusive and binding on the issue of medical capacity to continue teaching.

19.3 - Leaves of absence without pay may be granted by the Board for good reason.

19.4 - A teacher shall not receive increment credit for time spent pursuant to paragraphs 19.1, 19.2 and 19.3, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure unless otherwise provided by the Board prior to the commencement of the leave or unless required by the law.

19.5 - All benefits to which a teacher was entitled at the time of his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return, and, whenever possible the teacher shall be assigned to the same or a substantially equivalent position which was held at the time said leave commenced. In reference to such leaves, a teacher shall be considered an employee on the day following the expiration of the term of the leave and shall be included on the next listing of employees filed with various insurance carriers providing employee benefits in the school district. Insurance benefits shall become effective as soon as possible after the expiration of the teacher's leave, subject to the rules and provisions of each insurance or benefit plan. It shall be the employee's obligation to verify the effective date of coverage.

19.6 - All grants, extensions or renewals of leaves shall be applied for in writing, and if granted, be in writing.

## **ARTICLE XX - ADMINISTRATION DUTIES AND DISCIPLINE**

20.1 - A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel shall be reduced to writing and presented to the Association at the start of each school year.

20.2 - When, in the judgment of a teacher, a student requires attention of the principal, counselor, psychologist, physician or other specialist, the teacher shall so inform the principal or immediate supervisor. The principal or immediate supervisor shall arrange for a conference with the teacher to discuss the problem and to decide upon appropriate steps for resolving the problem.

20.3 - When, in the judgment of the teacher, a student's behavior is seriously disrupting the instructional program to the detriment of the other students, the teacher may send the disruptive student to the principal's office. In such cases, the principal may schedule a conference with the teacher, and possibly an appropriate specialist to discuss and to decide upon appropriate steps for resolving the problem.

## **ARTICLE XXI - INSURANCE PROTECTION**

21.1 - The Board shall provide each employee, upon completion of appropriate forms, insurance coverage equal to or greater than N.J. State Health Benefits Plan with full family and dependency coverage for each teacher when eligible. The health care out of network deductible is \$200.00 for single coverage and \$400.00 for family coverage. The current coverage is provided through the Aetna/U.S. Healthcare Quality Point of Service Program, however, the choice of carrier is reserved to the Board. Employees have their choice during the open enrollment periods of selecting either the PATRIOT V (PPO) Plan or the PATRIOT X (Traditional) Plan. PATRIOT X has a deductible of \$200 single, \$400 family and PATRIOT V has a deductible of \$100 single, \$200 family.

21.1.1 - The Board agrees to establish a Section 125 (I.R.S. Code) Plan for the purpose of making available a cash option. If an employee selects the cash option, it shall be includible in the employee's gross income as compensation. The amount is non-pensionable. If an employee elects the insurance coverage, the value of such coverage is excludable in the employee's gross income as compensation.

21.1.2 - An employee otherwise entitled to health insurance coverage and/or prescription plan shall have the option to voluntarily not participate in such plan and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Board shall compensate such employee fifty percent (50%) of the yearly premium cost for the plan under which the employee would have been covered. Such cash payment shall be in form of a stipend and shall be paid on or before June 30 of the school year in which the non-participation occurs. In order for an employee to be eligible to elect this cash option, an employee must provide documentation to the Board that he/she has alternate health insurance coverage.

21.1.3 - All withdrawals from insurance coverage shall be for a full year (July 1 through June 30). Written notification of an employee's intent to elect this withdrawal option must be filed with the Board during the normal reopener period. Employees may either re-elect the option of withdrawal during each re-opener period or elect to re-enroll in the insurance plan offered by the District. Prior to each re-opener period, the Board's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdraw from the District's insurance plan and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.

21.1.4 Notwithstanding paragraph 21.1, an employee who has a change in status (e.g. termination of employment, death, separation, divorce, etc.) which causes the employee to lose his alternate health insurance coverage shall be entitled to re-enroll in the health plan during the year provided the employee provides the Board with notice of the change of status within sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the employee subject to a change in status. If the District's health plan does not accept the employee, the District will find a comparable plan and pay the premium up to the current amount paid for employees in the District's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the District's plan at the first permissible date. Reentering into the insurance plan for reasons other than a change in status is subject to the terms of the insurance carrier.

21.2 - The Board shall provide each employee, upon completion of appropriate forms, insurance coverage equal to or greater than New Jersey Dental Service Plan, full family plan coverage for Basic/ Orthodontic benefits.

21.3 - Beginning in the 2002-2003 school year, the Board shall provide each employee, upon completion of required application forms, with a full family prescription plan with a generic co-pay of \$5.00, and a brand name drug co-pay of \$15.00. Co-pay reductions would apply to 90-day supplies of maintenance drugs of \$5.00 and \$15.00

21.4 - The Board shall provide standard non-ownership liability insurance coverage for employees using their personal automobiles on school business at the request of the Board. Employees using such vehicles will be compensated for mileage at the Internal Revenue rate that is established for that year. At the beginning of each school year, the Board and the Association will set the rate for the school year based upon the IRS rate in effect as of January 1 of that year. That rate will remain in effect for the duration of that school year.

21.5 - Employees shall not use their personal automobiles on school business unless they personally have liability insurance on such automobile in the minimum amounts as required by law.

## **ARTICLE XXII - ASSOCIATION DUES AND FEES**

22.1 - **Deduction of Association Dues.** The Board agrees to deduct from salaries of its teachers dues for the Buena Regional Education Association, the Atlantic County Education Association, the New Jersey Education Association, and the National Educational Association if a teacher individually and voluntarily authorizes the Board. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with a summary of deductions shall be transmitted to the Treasurer of the Buena Regional Education Association by the 15th of each month following the monthly pay period in which the deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Teachers' authorizations shall be in writing. The Association shall certify to the Board, in writing, the current rate of its and the other associations' membership dues, and any changes therein prior to the effective date of such changes.

### **22.2 - Representation Fee.**

22.2.1 - **Purpose of Fee.** If an employee in the bargaining unit does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

22.2.2 - **Amount of Fee/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.

### **22.3 - Deduction and Transmission of Fee.**

22.3.1 - **Notification.** On or about the 15th of September of each year the Board will submit to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

22.3.2 - **Payroll Deduction Schedule.** The Board will deduct from the salaries of the employees referred to in Section 22.2.1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

22.3.3 - **Termination of Employment.** If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

22.3.4 - **Mechanics.** Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

22.3.5 - **Changes.** The Association will notify the Board in writing of any changes in the list provided for in paragraph 22.2.1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

22.3.6 - **New Employees.** On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

22.4 - **Demand and Return System.** The Association shall provide for a demand and return system for staff members to challenge the agency shop fee. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, or other forms of liability, including liability for reasonable counsel fees and other equal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

## **ARTICLE XXIII - BOARD LIAISON**

23.1 The Association shall have the right to meet with the Board at least two times per year. A liaison committee of Board members and three Association members shall be formed to discuss mutual problems and maintain communication. This committee shall not be a grievance committee and shall not be used to circumvent the normal chain of command.

## **ARTICLE XXIV - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

24.1 - The Board and the Association affirm that continued intellectual and professional growth is vital to the improvement of the educational program.

24.2 - The Board will reimburse teachers for graduate courses completed, tuition only, up to 4 credits per semester, including one summer session, not to exceed the Rowan University rate, for each school year, and will be limited to 30 graduate credits per employee.

24.3 - The following conditions shall apply to all reimbursements under subparagraphs 24.2 above:

24.3.1 - Non-tenured teachers are not eligible for tuition reimbursement;

24.3.2 - A teacher must maintain at least a B average in order to qualify for reimbursement;

24.3.3 - A teacher must receive written approval of the Superintendent before enrolling in courses;

24.3.4 - A teacher may take courses within any area of guidance or teaching, but may not take courses in administration;

24.3.5 - An official college transcript must be presented to the Superintendent prior to approval of reimbursement; and

24.3.6 - The maximum total payments to be made by the Board will not exceed \$30,000.00 for any fiscal year. Reimbursements to teachers shall be made on a first-come first-served basis.

24.3.7 - Upon completion of graduate study, the employee will be placed upon the proper degree salary scale as of September and January of each school year upon verification of credits. If for some reason notification is late, the employee will receive retroactive pay within the above guidelines.

24.3.8 - Teachers taking courses shall sign a contract requiring them to reimburse the Board for all tuition paid by the Board if the teacher shall voluntarily leave the employ of the Board within three years of completion of any course in order to work in other employment.

24.4 - **Professional Development.** For those teachers in training programs involving courses, training, course assignments, workshops, peer feedback, and/or coaching, the Board agrees to the following limitations except as mandated for continuing education requirements:

24.4.1 - Such programs will be voluntary in nature unless required for continuing education requirements.

24.4.2 - Scheduling of conferences will be set up by mutual agreement of the participants.

24.4.3 - Conferences will be held during the contractual workday during duty time at the high school and middle school and during specialist time at the elementary level. Specialists and resource teachers will be given released time or other mutually agreed time.

24.4.4 - Conferences may not be scheduled at times that cause a teacher to lose his or her preparation time.

24.4.5 - Released time will be provided for participants unless required for continuing education requirements. This will include conferences, training sessions, workshops, and peer coaching.

24.4.6 - At no time will the peer coaching partner, participant or trainers be asked to evaluate any participant in the program unless required for continuing education requirements. Evaluations of teaching techniques and procedures will be done in accordance with Article XVII and Board policy.

## **ARTICLE XXV - MISCELLANEOUS PROVISIONS**

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

25.2 - 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 provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but other provisions or applications shall continue in full force and effect.

25.3 - Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. Any employment contract subject to termination or resignation shall provide for 30 days' notice.

25.4 - The Board and the Association agree that, as in the past, there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on any basis prohibited by the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et sec. or by any applicable Federal law or regulation prohibiting discrimination.

25.5 - Whenever any notice is required to be given by either of the parties to the Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by telegram, certified mail or regular mail at the following addresses:

If by Association to Board at:

Buena Regional School District  
P.O. Box 309  
Buena, New Jersey 08310

If by Board to Association at:

President  
Buena Regional Education Association  
P.O. Box 171  
Buena, New Jersey 08310

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

25.7 - The Board and the Association shall equally share the costs of reproducing this Agreement. The Association shall be responsible for providing copies to teachers.

25.8 - This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**IN WITNESS WHEREOF**, the parties have set their hands and seals intending this contract to be effective as of the date first above written.

**Attest:**

**BOARD OF EDUCATION OF THE  
BUENA REGIONAL SCHOOL DISTRICT**

\_\_\_\_\_  
**Thomas J. Kearney**                      **Secretary**

**By:** \_\_\_\_\_  
**David Anderson**    **President**

**BUENA REGIONAL EDUCATION ASSOCIATION**

\_\_\_\_\_  
**Marianne Caulder**                      **Secretary**

**By:** \_\_\_\_\_  
**Gregory Smith**    **President**