

THIS BOOK DOES NOT CIRCULATE

A G R E E M E N T

7/1/76-6/30/78

*Camden*

WHEREAS, the Board of Education of the Sterling High School District is required by law to negotiate with its employees as to the terms and conditions of employment and as to grievances; and

WHEREAS, the parties hereto through negotiations in good faith have reached agreement on certain matters, their agreement with regard to such matters is hereby reduced to writing as required by law:

ARTICLE I

RECOGNITION

The parties hereto are the Board of Education of Sterling High School District (herein referred to as the "Board") and the Sterling Department Coordinators Education Association (herein referred to as the "Coordinators"). The Board hereby recognizes the Coordinators as the exclusive and sole bargaining agent for the purpose of collective negotiations concerning the terms and conditions of employment for coordinators. The Department Coordinators for purpose of recognition shall be defined by the PERC decision for Sterling High School District, dated June 26, 1973 (no.80).

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ARTICLE II

DUTIES and RESPONSIBILITIES

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the United States and the State of New Jersey.

Nothing herein contained shall be considered to deny or restrict the Board in the exercise of its responsibilities under the Laws of the State of New Jersey. Except as otherwise specified in this Agreement, the Coordinators recognize that the Board has responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the school district to the full extent authorized by law. In exercising its powers, the Board, through its administrative staff, shall, subject to the provisions of this Agreement, exercise all of its managerial rights and authority to the extent permitted by law.

ARTICLE III  
NEGOTIATIONS

- A. The parties agree to reopen the contract for supplemental salary and additional compensation package for 1977-1978 school year not later than March 15, 1977. The Coordinators shall submit to the Board a Supplemental Salary Proposal not later than February 15, 1977. Such salary proposals the Board wishes to make shall be submitted not later than March 5, 1977.
- B. The parties agree to commence collective negotiations on a successor agreement not later than March 10, 1978. The Coordinators shall submit to the Board a complete bargaining proposal for such successor agreement not later than February 15, 1978. Such formal proposals as the Board wishes to make shall be submitted not later than March 5, 1978.
- C. Neither party in the course of negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be authorized to make proposals, consider proposals and do all that is necessary and proper for bona fide negotiations; provided, however, that it is understood that no action binding the Board can be taken other than pursuant to the statutes governing the operation of the Board and its members.

ARTICLE IV

GRIEVANCE

A. Definition

The term "grievance" means a complaint by any person or persons that, as to them, there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting said person or persons. The "Aggrieved person" is the person or persons making the claim.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

1. The failure or refusal of the Board to renew a contract of a Coordinator.
2. In matters where a method review is mandated by law, or by any rule, regulation or by law of the State, Commissioner of Education or the State Board of Education.
3. In matters where the Board is without authority to act.
4. In matters where the discretion of the Board may not be unlimited, but where, after the exercise of such discretion, a further review of the Board's action is available to coordinators under provisions of State Law.

B. Procedure

1. An aggrieved person shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of or within thirty (30)

calendar days after he would reasonable be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

2. A person processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal by the Board or any agent thereof.
3. In the presentation of a grievance, the person shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance. Such right of representation shall be applicable only to presentation of a grievance as defined herein. It does not extend to conferences with administrative personnel where no formal grievance, as defined herein, has been filed on behalf of the aggrieved party.
4. Whenever the person appears with a representative, the Board shall have the right to designate its own representative.
5. Prior to the formal presentation of a grievance, a grievant must first attempt to informally resolve the grievable matter with the adverse party. A person shall first discuss his grievance orally with the Superintendent-Principal. If the grievance is not resolved to the person's satisfaction within three (3) school days after said discussion, the person shall proceed in accordance with Paragraph 6.

6. In the event of the failure of the Superintendent-Principal to act in accordance with the provisions of Paragraph #5 or in the event his determination is deemed unsatisfactory, the person shall, within three (3) school days after receipt of said oral determination, specify in writing the following:
  - a. the nature of the grievance
  - b. the results of the previous discussion
  - c. the basis of his dissatisfaction with the determination
7. A copy of the writing called for in paragraph #6 shall be furnished to the Board Office.
8. In the event of a failure of the Superintendent-Principal to act in accordance with the provisions of Paragraph #5 and/or #6, or in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the Superintendent-Principal shall within three (3) school days schedule a meeting with the parties concerned and the Personnel Committee of the Board.
9. The Personnel Committee shall conduct a hearing and compile a record concerning the merits of the grievance. The Personnel Committee may also make a recommendation to the Board for disposition. The record and recommendation, if one is included, shall be forwarded to the Secretary/Business Administrator for placement before the Board within fifteen (15) days of the conclusion of the hearing before the Personnel Committee. Copies of the Personnel Committee report and recommendations shall be furnished to the grievant.

10. Where an appeal is taken to the Board, there shall be submitted by the appellant to the Personnel Committee:  
The writing set forth in Paragraph #6 and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent-Principal and to the adverse party.
11. The person appealing to the Board may submit written materials in support of his application; provided, however, that the same shall be served upon the adverse parties at least ten (10) school days prior to the Board hearing.
12. The Board shall make a determination within thirty (30) days from the receipt of the grievance, and shall in writing notify the person, his representative if there be one and the Superintendent-Principal of its determination. This time period may be extended by mutual agreement of the parties.
13. In the event a person is dissatisfied with the determination of the Board, he shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the Provisions of Chapter 303, Laws of 1968. A request for advisory arbitration shall be made no later than fifteen (15) calendar days following the determination of the Board or thirty (30) calendar days have passed with no determination having been made by the Board. Failure to file within said time period shall constitute a bar to such arbitration

unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

14. The decision of the arbitrator shall be advisory only, not binding on either party.

15. The cost of arbitration shall be equally shared by both parties.



## ARTICLE V

### DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT COORDINATOR

- A. The Department Coordinator's primary function is to improve the quality of instruction and to improve the prospects of learning within a specific subject-matter area. The Coordinator shall provide effective leadership in the selection and productive use of materials and media of instruction and in improving classroom procedures through program planning, curriculum development and classroom observations to insure that the school philosophy is met and adhered to. The Coordinator shall also assist the Superintendent-Principal in the administration and supervision of the teachers in his Department.
- B. The Coordinator shall provide departmental supervision and conduct classroom observations during non-teaching class periods. The Coordinators shall also provide supervision before and/or after school hours.
1. The Coordinator's teaching time will be an average of four (4) periods per day or twenty (20) per week unless increased or decreased through mutual agreement between the Superintendent-Principal and individual Coordinator.
  2. When assigned duties, other than departmental ones, the Coordinator's teaching time will be reduced according to guidelines employed for the non-departmental supervisory position.
  3. The Coordinator will not be assigned non-teaching duties such as homeroom, study hall or cafeteria supervision except in emergency situations developing during the

the school day as determined by the Superintendent-Principal. The Coordinator will, however, be available for detention duty on an equitable rotating basis with all other staff members except the Superintendent-Principal and Assistant Superintendent.

- C. The Coordinator shall also provide general supervision as determined by the Superintendent-Principal.

ARTICLE VI

PROFESSIONAL REQUIREMENTS

- A. Professional requirements for the position of Department Coordinator shall be the sole discretion of the Board of Education; however,
- B. No persons shall be appointed to the position of Department Coordinator unless they have attained a Supervisor's or Principal's certificate prior to their appointment as Department Coordinator with the following exception:

Any non-certified person who is presently employed in the position of Department Coordinator shall have until December 31, 1977 to become certified.

ARTICLE VII

SALARY GUIDE

Department Coordinators shall be paid a supplemental salary in addition to the salary to which they are entitled on the base salary schedule contained in the agreement between the Board and the Sterling Education Association as follows:

A. Certified

1976-1977

\$1,675

B. Non-Certified

\$1,200

ARTICLE VIII

Coordinators will hold no co-curricular assignments, such as coaching or activity sponsors, except those germane to their department.

ARTICLE IX

1. Coordinators in certain curriculum areas may be employed on a per diem basis up to twenty (20) days per year over and above the days necessary to open and close school as recommended by the Superintendent-Principal and approved by the Board.
2. Per diem shall be calculated on 1/200 of base salary plus supplementary salary.

Any additional per diem time would be devoted to curriculum development and instructional purposes and would be limited to the following:

1. Major curriculum and course outline revision.
2. Meaningful staff development programs.
3. Selection of instructional materials.
4. Compilation and study of standardized test scores to observe trends and their implications in curriculum.
5. Other related duties made necessary by Thorough and Efficient.

ARTICLE X

FRINGE BENEFITS

The Department Coordinators will receive the following as part of their compensation package:

1. Full cost of Health Insurance protection for each employee and his or her dependents under the Public and School Employees Health Benefits Program.
2. Ten days sick leave per school year as set forth in Sterling Education Association Agreement in force.
3. Five days personal leave as set forth in Sterling Education Association Agreement in force.
4. Reimbursement for travel expense as set forth in Sterling Education Association Agreement in force.
5. Temporary Leaves of Absence as set forth in Sterling Education Association Agreement in force.
6. Sabbatical Leave of Absence as set forth in Sterling Education Association Agreement in force.
7. The Board will either provide legal counsel or reimburse the Coordinator for reasonable legal expenses where required by law.

ARTICLE XI

DURATION OF CONTRACT

This agreement shall become effective on July 1, 1976 and  
terminate on June 30, 1978.



ARTICLE XII

MODIFICATION OF AGREEMENT

This agreement may not be modified in whole or in part except in writing duly signed by the proper representatives of both parties.

IN WITNESS WHEREOF, The Board of Education of Sterling High School District, Camden County, New Jersey, and the Sterling Department Coordinators Education Association have caused these documents to be signed by their proper officers.

BOARD OF EDUCATION  
STERLING HIGH SCHOOL DISTRICT

ATTEST: Jean Ed Daniels By: Catherine M. Herkhauser

ATTEST: William M. P. Terent By: A. R. Reiffers

RESOLUTION

WHEREAS, the Board of Education of the Sterling High School District is required by law to negotiate with its employees concerning terms and conditions of employment; and

WHEREAS, the Sterling Department Coordinators Education Association is the representative for the purposes of collective bargaining of certain of the professional personnel of the District; and

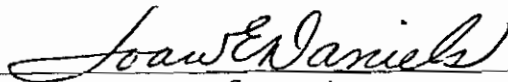
WHEREAS, the Board and the Association, through negotiations in good faith have agreed upon the form of an agreement concerning terms and conditions of employment, including salary and other benefits:

NOW THEREFORE BE IT RESOLVED by the Sterling Department coordinators Association of the Sterling High School District as follows:

1. The Agreement between the Board and the Sterling Department Coordinators Education Association in the form annexed hereto, be and the same is hereby approved and ratified.
2. The President and Secretary of the Sterling Department Coordinators Association are hereby authorized to execute the aforesaid Agreement and to do all things necessary and proper to implementation thereof.

CERTIFICATION

I hereby certify that the foregoing is a true copy of the resolution adopted by the Sterling Department Coordinators Education Association at a special meeting held on the 16th day of December, 1976 at the Board's offices in Somerdale, New Jersey.



Secretary

Sterling Dept. Coordinators Education  
Association

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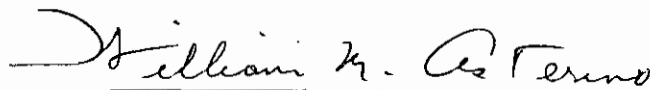
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WILLIAM M. ASTERINO, Secretary  
Business Administrator