

Agreement

between

THE PEMBERTON TOWNSHIP
BOARD OF EDUCATION

and

THE PEMBERTON TOWNSHIP
EDUCATION ASSOCIATION

covering the period

July 1, 2007

to

June 30, 2010

Addendum:
Constitution and By-Laws

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PREAMBLE

This Agreement entered into this 1st day of July, 2007 between the Board of Education of Pemberton Township, Burlington County, New Jersey, hereinafter called the "Board", and the Pemberton Township Education Association, hereinafter called the "Association", for the following purposes:

- 1) establishing conditions under which employees, as hereinafter defined, shall be employed to work for the Board;
- 2) procedures for the presentation and resolution of grievances;
- 3) regulating the mutual relations between the Board and said employees with a view to promoting and insuring harmonious relations and cooperation.

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Pemberton Township School District is their mutual aim; and

WHEREAS, the Board has an obligation pursuant to Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974, to negotiate with the Pemberton Township Education Association as the representative of the employees of the Pemberton Township Board of Education; and

WHEREAS, the parties have reached certain understandings, they desire to confirm this Agreement as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole collective bargaining representative within the purview of Chapter 123, of P.L. 1974, for negotiations concerning the terms and conditions of employment for employees, whether under contract, on leave, employed or to be employed by the Board, during the term of this contract to wit; all employees of the Board excluding Administrators, Supervisors, substitute employees, secretaries to the Superintendent, Assistant Superintendent, Business Administrator, bookkeeper in the Superintendent's office, Switchboard Operators, bus drivers and mechanics, cafeteria aides, and guards.
- B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974, in a good faith effort by both sides to reach continuing agreement not only on salaries but all other conditions of employment. Negotiations shall begin no later than November 15. By the same date, the Association agrees to present to the Board its proposals for its successor agreement. Any agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing and signed by all the parties.

- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. Upon request of the Association, the Board will make available for inspection documents which are a matter of public record.

- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of the negotiations.

- D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable to the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of the Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied as to eliminate, reduce, or otherwise detract from any employees' benefits existing prior to its effective date.

- E. This Agreement incorporates the entire understanding of the parties in all matters, which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement. 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, during its duration, shall be controlling.

- F. The Board agrees not to negotiate concerning said employees in the bargaining unit, as defined in Article I of this Agreement, with any other organization than the Association for the duration of this Agreement.
- G. This Agreement shall not be modified in whole or in part by the parties except by mutual agreement by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions And Purpose

1. The term "grievance" means a claim by any employee covered by this Agreement that, to him/her, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.
2. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise, affecting the welfare or terms and conditions of employment of said employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Representation

1. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal. A minority organization shall not have the right to present or process a grievance.
2. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
3. Any employee shall be entitled to the assistance of an Association representative at all steps of the grievance procedure. An employee shall not lose pay for time spent during regular working hours participating in the steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any step of the grievance procedure, such employees shall not lose pay for such time.

4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives and witnesses heretofore referred to in this article.

C. Procedure And Timelines

1. Level 1

- a. An aggrieved employee shall institute action under the provisions hereof within thirty (30) workdays of the occurrence complained of or within thirty (30) workdays after s/he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) workday period shall be deemed to constitute an abandonment of the grievance.
- b. An employee shall first discuss his/her grievance orally with his/her immediate superior (supervisor or principal). Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A grievance concerning a personnel decision shall begin with the Director of Human Resources. A grievance concerning compensation shall begin with the Business Administrator. An oral decision shall be rendered within five (5) workdays of said hearing.

2. Level 2

- a. If the oral decision does not resolve the grievance to the employee's satisfaction, the employee may submit the grievance in writing to the immediate superior. The written grievance will include the following information:
 - i.) summary of the grievance
 - ii.) policy, agreement, or administrative decision allegedly misinterpreted or violated
 - iii.) the result of the informal discussion (if any)
- b. The immediate supervisor will render a written decision within five workdays from the receipt of the written grievance.

3. Level 3

- a. If the written response does not resolve the grievance to the employee's satisfaction, the employee may submit the written grievance to the Director of Human Resources within five (5) workdays from receipt of the written response.

- b. A copy of the written grievance shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
- c. Within ten (10) workdays from the receipt of the written grievance (unless a different period is mutually agreed upon), the Director of Human Resources shall hold a meeting at which all parties in interest shall have the right to be heard.
- d. Within ten (10) workdays of said meeting (unless a different period is mutually agreed upon), the Director of Human Resources shall, in writing, advise the employee and the Association of his/her determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

4. Level 4

- a. If the written response from the Director of Human Resources does not resolve the grievance to the employee's satisfaction, the employee may submit the written grievance to the Superintendent within five (5) workdays from receipt of the written response.
- b. A copy of the written grievance shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
- c. Within ten (10) workdays from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a meeting at which all parties in interest shall have the right to be heard.
- d. Within ten (10) workdays of said meeting (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and the Association of his/her determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

5. Level 5

- a. In the event of the failure of the Superintendent to act in accordance with the provisions of Section C.4.c and .d (above), or in the event a determination by him/her in accordance with the provisions thereof, is deemed unsatisfactory by the aggrieved employee, within ten (10) workdays of the failure of the Superintendent to act, or within ten (10) workdays of the determination by him/her, said employee may appeal to the Board. The appeal must be in writing and be submitted to the Superintendent.
- b. The appeal must include the written grievance, all responses, and a statement in writing setting forth the grievant's dissatisfaction with the

Superintendent's action. Copies of all documentation shall be furnished to all parties affected, including the Superintendent.

- c. If the grievant, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted; or the Board may, on its own motion, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies of these materials shall be provided to the other party who shall have the right to reply thereto. Where the grievant requests in writing a hearing before the Board, a hearing shall be held no later than the second regularly-scheduled Board work session (unless a different period is mutually agreed upon) from the date the Superintendent receives the written appeal to the Board.
- d. The Board shall make a determination within thirty (30) workdays from the hearing or its consideration of the grievance and shall, in writing, notify the employee, the Association, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

6. Level 6

- a. In the event an employee is dissatisfied with the determination of the Board, s/he shall have the right to appeal the grievance to the next level. Notice of intention to proceed to binding arbitration shall be made no later than fifteen (15) workdays following the Board's determination which is being appealed. Failure to file within said time period shall constitute a bar to such arbitration unless the Association and Board shall mutually agree upon a longer time period within which to assert such a demand. Only the parties signatory to this Agreement shall have the right to proceed to arbitration, and said right shall not accrue to an individual. All arbitration shall be conducted pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, P.L. of 1968.
- b. The arbitrator's decision shall be in writing and shall set forth his/her findings of facts, reasoning, and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall not have the power to alter, amend, or revise any provision of this Agreement.
- c. In the event that a grievance is taken to arbitration, the compensation and expenses of the impartial arbitrator shall be borne by the losing party. The cost of any transcript shall be borne solely by the party requesting it.

- d. The following matters shall not be arbitrable:
 - i.) the failure or refusal of the Board to renew a contract of a nontenured employee;
 - ii.) matters where a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education or the State Board;
 - iii.) matters where the Board is without authority to act;
 - iv.) matters involving the statutory or discretionary powers of the Board.

D. Procedures – General

1. In the event a grievance arises which affects a group of employees, the Association may initiate the grievance procedure at Level 3 (Section C.3, of this article). The Director of Human Resources shall be advised of the names of all employees involved.
2. Any step(s) of the grievance procedure may be bypassed with mutual agreement of the parties.
3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

E. No Reprisal

1. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
2. No reprisals of any kind shall be taken by the Board, by any member of the Administration, or by any member or representative of the Association, against any party, witness, or representative in the grievance procedure by reason of such participation.

ARTICLE IV

EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, P.L. 1968 and its amendments, the Board hereby agrees that every employee employed by the Board shall have the right to organize, join, and support the Association and its affiliates for the purpose of engaging in collective

negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, P.L. 1968 and its amendments, other laws of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, including collective negotiations with the Board or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Employee Discipline

1. No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure unless Section C.6.d of Article III applies.
2. All criticism of any employee's work or actions shall be done in private except in case of emergency, or where, in the judgment of the administration, the health and welfare of children are involved.
3. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could result in the termination of employment of that employee, s/he shall be given prior notice (which, upon request of the employee, will be in written form) of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview.
4. Any suspension shall be with pay until formal action of the Board. Disciplinary suspensions not involving termination may be without pay to the extent permitted by law.

C. Transportation of Students

Employees shall not be required to drive students. An employee may do so voluntarily, however, with the advance approval of his/her principal or immediate supervisor. S/he shall be compensated on an overtime rate plus mileage at the current IRS rate per mile for the use of his/her automobile.

D. Employee Tenure/Support Staff

1. Support Staff Hired Prior to January 24, 2008

a. Statutory Tenure – Custodial/Grounds/Maintenance Employees

After three (3) years of uninterrupted continuous employment, custodial/grounds/ maintenance employees hired prior to January 24, 2008, shall be appointed for an unfixed term of employment in order that s/he acquire, if otherwise eligible, the tenure protection afforded employees pursuant to NJSA 18A:17-3 and 4. Any custodial/grounds/maintenance employee hired on or after January 24, 2008, shall not be eligible for statutory tenure, but, rather, s/he shall be eligible for contractual tenure along with all other support staff as set forth in paragraph 2 below.

b. Contractual Tenure – All Other Support Staff Employees

After three (3) years of uninterrupted continuous employment, all other support employees hired prior to January 24, 2008, shall acquire contractual tenure under this Agreement, making them thereafter eligible to appeal disciplinary determinations, including termination/discharge, to binding arbitration.

2. Support Staff Hired On or After January 24, 2008

After four (4) years of uninterrupted, continuous employment, all support staff hired on or after January 24, 2008, shall acquire contractual tenure under this Agreement, making them thereafter eligible to appeal disciplinary determinations, including termination/discharge, to binding arbitration.

E. Personnel Files

1. An employee, upon written request to the Superintendent or his/her designee, shall be given the permission at a mutually acceptable time to inspect his/her official personnel file which is used by the district for his/her evaluation.
2. No material which could adversely affect any employee's employment shall be placed in his/her personnel file unless the employee has an opportunity to review the material. Any employee shall be entitled to have a representative of the Association accompany him/her during such review.
3. The employee shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the understanding that such signature in no way indicates agreement with the contents thereof.

4. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
- F. Except as provided in the Rowe vs. Green Township Board case, no employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- G. A local representative of the Association who is employed by the Board may attend general faculty-administration meetings as an observer.
- H. The teacher shall have the responsibility to determine grades and other evaluations of students within the grading policies of the Pemberton Township School District based upon his/her professional judgment of available criteria pertinent to any given subject or activity for which s/he is responsible. Should a grade be changed by an administrator, the record shall so indicate and the teacher shall be advised accordingly.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Association Representatives - Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official association business on school property at all reasonable times provided that it shall not interfere with or interrupt normal school operations. This shall not be construed to permit employees to leave their assigned duties except with the express permission of the Superintendent or his/her designee.
- B. Use of School Facilities
 1. The Association and its representatives may have access to school buildings at reasonable hours for meetings. Such meetings shall be arranged by a formal application from the President of the Association to the Board. The Association will pay for the cost of additional janitorial services and additional utilities incident to such use.
 2. The Association may distribute official information concerning association business through use of the staff's mailboxes, interschool mail distribution, and a faculty bulletin board, where and as long as such facilities exist. The Board assumes no responsibility for delivery.

3. Association members shall have the right to use school facilities and equipment, including duplicating equipment, at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use as well as the cost of repairs made necessary by such use.
- C. Association Meetings - Faculty meetings are to be avoided on the third Monday of each month in order that the Association officers and teacher representatives may attend Association meetings after school hours. Under exceptional circumstances (where faculty meetings are absolutely necessary on these dates), Association officers, representatives, and committee chairpersons will be excused by the principal. In those schools where pupils are dismissed after 3 p.m., Association officers and teacher representatives will be dismissed as soon as the buses have left the premises.
 - D. New Teacher Orientation - At school orientation programs conducted for new teachers, a representative of the Association may address the teachers, upon request made to the building principal.
 - E. Exclusive Rights - The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees and to no other organization representing any portion of the bargaining unit or potential member of the unit.
 - F. Dues Deductions - The Board agrees to deduct from the salaries of its employees dues for the Pemberton Township Education Association, the Burlington County Education Association, the New Jersey Education Association and the National Education Association. Such deductions shall be made in compliance with Chapter 233, New Jersey P.L. of 1969 (N.J.S.A. 54:14-15, 9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to the treasurer of the PTEA by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

ARTICLE VI

BOARD'S FUNCTION

Subject to the provisions of this Agreement, the Board reserves all rights and functions vested in it pursuant to the applicable laws and regulations and such other functions as are normally and customarily exercised by boards of education in the management of the school district.

ARTICLE VII

EMPLOYEE-ADMINISTRATION LIAISON

- A. District Liaison Committee - The Association, as representative of the employees, and the Board each recognize the need and desirability for effective and continuing communication on subjects related to current school practices and concerns, including, but not limited to, curriculum programs, non-teaching duties, employees' facilities, specialists, supportive services, food service, custodial and maintenance services, teaching aids, and secretarial services, etc. To that end, a Liaison Committee shall be established.
1. Said committee shall consist of members appointed by the Association and by the Superintendent. The Association committee shall consist of a chairperson, three representatives of teachers, one representative for custodian/maintenance/cafeteria workers, one representative for secretaries/cafeteria clerks, and one representative for aides.
 2. Said committee shall meet monthly during the school year at times scheduled by mutual agreement to discuss and review current concerns and practices of mutual interest and make recommendations to the Superintendent for consideration by the Board in order that quality education may be maintained and improved.
 3. Service on the committee shall be voluntary and without compensation.
- B. Building Advisory Council - By September 30 of each year, there shall be established a Building Level Advisory Committee consisting of representatives who will meet at least once a month to discuss and review building concerns and make recommendations with respect thereto. The recommendations of the committee shall be distributed to the staff and submitted to the Superintendent. It is understood that the ultimate responsibility for approving committee action shall be with the Superintendent.

ARTICLE VIII

WORK YEAR

A. Teachers

1. Work Year

The teacher work year shall consist of 185 workdays, consisting of 180 student school days, three (3) in-service days and two (2) workdays: one set-up day at the beginning of the school year, and one at the end of the school year to provide for opening and closing procedures.

2. Parent Conferences

- a. All parent conferences will be scheduled to begin within the teacher's workday and will continue until concluded.
- b. These conferences will be scheduled in the fall and spring (1st and 3rd marking periods). Conferences will be held on 4 days (3 in the afternoon and 1 evening).
- c. On the 5th day, the students will be scheduled for a half-day (1/2) day and the afternoon will be devoted to common planning/articulation for the teachers.

3. Early Departure

- a. On Friday and on days preceding holidays or vacations, the teacher's day shall end when all pupils have been loaded on their respective buses for transportation to their homes.
- b. On the day before Thanksgiving, the employees' workday will end following the dismissal of students on an early dismissal student school day schedule.
- c. The last day of school shall be a one-half (1/2) day.

B. Aides and Security Monitors

1. Work Year

The work year for aides and security monitors shall be 180 days or whenever school is in regular session.

2. Holidays

Aides and security monitors receive no pay for holidays or days where school is closed or otherwise not in session.

C. Cafeteria Workers and Cafeteria Clerks

1. Work Year

- a. The work year for cafeteria workers shall be 180 days plus two (2) in-service days, of which one (1) day may be scheduled as follows: one-half (1/2) day prior to the opening of school and one-half day (1/2) following the last student school day.
- b. Cafeteria clerks shall work the student school year (180 days) in addition to three (3) days at the end thereof.

2. In-Service

- a. The Board shall provide in-service for full-time cafeteria workers and cafeteria clerks. The in-service program(s) will be scheduled on the same day(s) as the district-wide in-service program(s) and attendance will be without additional pay.

D. Secretaries and Print Material Aides

The work year shall be as follows:

- 12-month secretaries and print material aides – July 1 to June 30
- 11-month secretaries, not eligible for vacation – August 1 to June 30
- 11-month secretaries, eligible for vacation – 3rd Monday in August to June 30

E. Custodians/ Maintenance/Groundskeepers

1. All full-time custodians, groundskeepers, and maintenance workers are twelve-month employees, and the work year shall be July 1 to June 30.

F. Extended Work Year Employees

1. The work year for employees working as extended work year employees in the positions set forth below shall include the school calendar for 10-month certificated personnel and 20 workdays during July and August. Salary shall be computed according to a 1:1 ratio of the proper place on the appropriate teacher salary guide. This shall be considered the base pay and shall be treated as pensionable income under the New Jersey Division of Pensions.

a. The extended work year positions are as follows:

CST (LD, Psychologist, Social Worker),
Guidance Counselors (High School/Middle School),
CDE,
CIE, and
CME.

2. Each member will be granted eleven (11) sick days each year.
3. All said personnel will continue to be entitled to the same rights and privileges and practices as all other certificated employees as per the negotiated agreement between PTEA and the Board.

However, anything herein to the contrary notwithstanding for the CIE, CDE, and CME positions only, the Superintendent or his/her designee may determine that the continuation of one or more of the extended work year positions is no longer warranted. In such event, the employee in that extended work year position shall revert to the regular 10-month work schedule at the appropriate 10-month salary. This reversion to the 10-month work schedule and salary shall not constitute a reduction in rank and/or compensation and shall not be subject to challenge in any forum.

4. For work performed outside the work year as defined above, the affected employee shall be compensated at 1/200th of his/her salary on Schedule A, for each day s/he appears for work as determined by the Superintendent or his/her designee. Such additional days shall be extended service and be voluntary.
5. Additional extended time worked in July and August shall be voluntary and offered at the option of the Superintendent or his/her designee to "extended contract" personnel, except where special circumstances arise as determined by the Superintendent or his/her designee. Such work shall remain optional.

ARTICLE IX

WORK HOURS

A. Teachers

1. Except as provided in paragraph 3 of Section A, the total teacher workday shall be seven (7) hours and twenty minutes and shall include a duty free period during the normal lunch hour. This lunch period shall be a minimum of forty (40) minutes.

2. An effort will be made to avoid announcements over the public address system at times which will interfere with the instructional program.
3. Faculty Meetings
 - a. Teachers shall be required to remain after school for faculty and/or in-service meetings. Every effort will be made to limit these meetings to one-half (1/2) hour beyond the end of the teachers' workday. In no event shall teachers be required to remain at such meetings for more than one (1) hour beyond the teachers' workday. Except under unusual circumstances these meetings shall be limited to one (1) per week.
 - b. An effort will be made to avoid reading previously distributed printed material at faculty meetings.
4. Under unusual circumstances and also during emergencies, teachers may be asked to extend their workday to assist with the supervision of transported pupils and abnormal transportation difficulties.
5. Detention of a student imposed by a principal or supervisor shall be the responsibility of the administration. All other detentions shall be the responsibility of the teacher or teachers who impose them.
6. Employees shall be permitted to leave the building during their scheduled lunch period by signing out and in, in the prescribed manner.

B. Preparation Periods and Teacher Schedules

1. High School and Middle School
 - a. Each high school and middle school classroom teacher shall be given one (1) duty-free period per day solely for preparation of his/her classes.
 - b. Should the middle school organization be restructured from the current high school model, the parties will form a committee to address the above issue.
2. Elementary
 - a. The Board will provide elementary teachers with two hundred minutes of preparation time during each five (5) day teaching week in the school year. Where, due to vacations, holidays, or other causes, the work week is less than five (5) days, the weekly preparation time shall be reduced proportionately.

- b. The Board will make every effort to provide a daily forty (40) minute, duty free, continuous prep period for elementary teachers utilizing the following procedure:

Step 1

Principals will prepare a master schedule for the anticipated classes and enrollment prior to the opening of school in September. A copy of the schedule will be made available to the Association when completed.

Step 2

In cases where either the initial schedule does not provide for said prep or as a result of subsequent enrollment or changes in class section said prep periods are not provided, the principal shall involve the appropriate supervisor(s) to determine if a district-wide accommodation can be made to remedy the situation.

Step 3

In cases where the principal and supervisor(s) have been unable to provide said prep, the matter shall forthwith be presented to a committee for resolution. That committee shall consist of two (2) elementary principals appointed by the Board, two (2) supervisors appointed by the Board, and two (2) teachers appointed by the Association.

The review processes set forth in Steps 2 & 3 above shall be completed within twenty (20) school days from the date that the lack of said prep is identified.

- c. For those teachers who teach pre-K grade through grade three (viz., where there are no physical education teachers), weather permitting, playground duty will be scheduled on a shared basis so that teachers have preparation periods on alternate days.

3. Loss of Prep Time

- a. Class Coverage Pre-K - 12

It is recognized that there are times when, due to teacher absences and the unavailability of substitutes, the administration must assign a teacher to cover a class, thereby depriving the teacher of a preparation period. In order to spread such assignments to all teachers in an equitable manner, a roster of teachers in each building will be prepared and an effort will be made to make substitute assignments from the roster on a rotating basis. Situations where teachers mutually agree to cover for each other shall be accepted for the operation of this program. In no case shall a teacher having in-school suspension at the high school be asked to cover the class of an absent teacher during the time said teacher is in charge of in-school suspension.

b. Elementary

There shall be payment for class coverage when a substitute is unavailable, with an amount to be prorated among those receiving teachers who are providing coverage as follows:

Payment shall be based on the substitute rate for that school year to be divided between/among receiving classroom teachers.

c. Secondary (7-12)

There shall be payment for class coverage when a substitute is unavailable as follows:

Payment shall be based on the applicable substitute rate prorated to the number of class periods covered by the teacher.

C. Work Load - Secondary

1. Definitions:

Period = one class (35 – 45 minutes)

Block = two classes (70 – 90 minutes)

2. The normal work load for middle and high school teachers will be ten (10) periods or five (5) blocks over two (2) semesters. Teachers may be assigned to teach the equivalent of three (3) blocks per semester for two (2) consecutive semesters without additional compensation. However, teachers who are assigned to teach the equivalent of three (3) blocks for three (3) consecutive semesters will be compensated as follows:

For each additional period above 2.5 blocks, the teacher shall be paid at the following daily rate, retroactive to the first semester of the three (3) block (or its equivalent) assignment:

2007 – 2008 – \$12.00

2008 – 2009 – \$12.50

2009 – 2010 – \$13.50

3. Under no circumstances will teachers be assigned more than 168 consecutive minutes of teaching and/or supervisory duty, except AP teachers who may elect to extend their consecutive time to 177 minutes.

D. Snow Days - Teachers

Teacher absences because of snow or inclement weather when school is in session are without pay. Salary deductions will be made accordingly. Any deductions that are made are on 1/200th of a teacher's salary for each day's absence.

E. Work Hours - Aides and Security Monitors

1. Teaching Assistants, Library, Health, and Classroom Aides - 6 hours, 10 minutes per day inclusive of a paid forty (40) minute lunch period.
2. Security Monitors - 7 hours, 10 minutes per day inclusive of a paid forty (40) minute lunch period.

F. Work Hours - Cafeteria Workers and Cafeteria Clerks

1. Any cafeteria clerk assigned to full-time status shall work eight (8) hours per day for five (5) days per week inclusive of the lunch period.
2. Any cafeteria clerk assigned to part-time status shall work four (4) hours per day for five (5) days per week.
3. Cafeteria workers employed prior to July 1, 1997 shall be assigned twenty-seven and one-half (27 1/2) hours of work per week exclusive of the lunch period.
4. All cooks will be classified as cafeteria workers. In the new organization, including satellite kitchens, all cafeteria workers will rotate around the work stations. Should a receiving "cook" be absent, his/her substitute will work in the main kitchen and a regular cafeteria worker will work in the receiving kitchen.

G. Work Hours - Secretaries

1. The work week shall consist of eight (8) hours per day Monday through Friday inclusive of the lunch period.
2. The lunch period shall consist of 40 minutes within the time that the school cafeteria is open. Each employee shall have an uninterrupted lunch period, barring emergencies. Emergencies shall be defined as activities involving the safety or welfare of the students or employees.
3. Each employee shall have two (2) coffee breaks of ten (10) minutes each per day, one in the morning and one in the afternoon.

H. Snow Days - Secretaries

On inclement weather days, no secretarial employee shall stay longer than thirty (30) minutes after the last bus leaves, nor shall any employee be required to work beyond the normal workday. Furthermore, during serious weather conditions where the school day is adjusted due to snow, ice, or poor road conditions, a reasonable application shall be used to determine the secretarial employee's assignment after the last bus leaves.

I. Work Hours - Custodian-Maintenance-AVA

1. Maintenance and custodial employees and AVA repairperson - the work week shall consist of forty (40) hours, inclusive of the lunch period. However, in cases of emergency situations, where the immediate attention of these employees is required during the lunch period, they will not be entitled to a rescheduling of said period if it cannot be rescheduled within that workday's eight (8) hour period.
2. Overtime for custodians/maintenance will be distributed equitably on a rotating basis.
3. Each custodial staff member shall have two (2) uninterrupted coffee breaks of ten (10) minutes each per day, one in the morning and one in the afternoon.
4. They shall also have an uninterrupted lunch period of not less than thirty (30) minutes per day, barring emergencies. They shall also be permitted to set up their own lunch schedules, limited only in that where there are two or more custodians in any building, the lunch periods of each employee shall be at different times.

Emergencies shall be defined as activities involving the safety and/or welfare of the students and/or employees.

5. Building principals shall, on a weekly basis, give an activities schedule to the head custodian. Changes to that schedule shall be made, when possible, at least twenty-four (24) hours in advance of the school activity.

J. Snow Days - Custodians-Maintenance

1. On days when the schools are closed because of snow, ice, or poor road conditions, it shall be a regular workday for all maintenance and custodial employees. If roads are hazardous, said employees may arrive late and/or leave early in accordance with the procedure adopted by the Building and Grounds Supervisor. Employees who expect to arrive late shall call the Building and Grounds office to so advise.

2. Reporting to Work

- a. All custodians and maintenance personnel are required to report to work as soon as the road conditions permit so that the schools are ready to reopen the next school day. Night custodians are to report for day hours whenever possible. Exceptions will be made for night custodians hired prior to July 1, 1994, who hold other day employment. Night custodians hired on or after July 1, 1994 must report for day hours on snow days.
 - b. Employees not reporting for work will not be paid unless they present a doctor's note certifying that absence was for illness. Personal days previously approved will be honored.
 - c. Regardless of the time that a custodian reports for work, s/he shall work a full day. The length of a full day will be determined by the Superintendent or his/her designee.
3. If it should snow Friday night, Saturday, or Sunday and it is necessary to call in custodian and maintenance personnel, they shall receive time and one-half pay for working during the weekend. Overtime in this situation will be upon authorization of the Superintendent or his/her designee, maintenance supervisor and/or business administrator.
 4. With the permission of the Building and Grounds Supervisor, night custodians may leave early if it should snow during a school day, provided most of the regular work is completed so that school may open the next day. The standard for decisions to leave early shall be uniformly applied, and the decision to leave early shall be uniformly communicated.
 5. On days when schools are closed because of snow, ice, or poor road conditions, the custodial staff will work a four (4) hour workday or until all work is completed in the assigned school (determination to be made by the Superintendent or his/her designee).

K. Summer Hours - All 12-month and Extended Work Year employees

Starting the Monday after the end of the student school year, twelve (12) month employees shall work a four (4) day work week as follows:

1. The daily schedule shall be 8 3/4 hours inclusive of lunch.
2. Eleven-month employees who are not eligible for vacation shall return to work on August 1. Eleven month employees who are eligible for vacation shall return to work on the third Monday in August.

3. Beginning the fourth week in August, the regular five (5) day work week shall resume.
 4. Custodians shall work a 4-day week, either Monday – Thursday or Tuesday – Friday. Scheduling will be worked out in the individual buildings with the approval of the immediate supervisor. If there are any scheduling conflicts, the most senior employee(s) shall have preference.
 5. Maintenance, AVA, and secretaries shall work a 4-day week, Monday – Thursday.
- L. School nurses assigned to cover the school of an absent nurse shall only be responsible for the assigned school.

ARTICLE X

EMPLOYEE SALARIES AND WAGES

- A. Salaries of all employees covered by the Agreement for the 2007-2010 school years are set forth in Schedules A through J, which are attached hereto and made part hereof.
1. Employees shall be paid every other Friday beginning with the second Friday in September.
 2. The pay schedule shall be reviewed by the parties and published on the last day of the school calendar in June.
- B. Each employee shall be placed on his/her proper step of the salary schedule, if any, as of the beginning of the school year or work year, whichever is applicable. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- C. The Board will permit any staff member to join a tax sheltered annuity plan with payroll deduction paid by the employee, provided that the insurance carrier secures a minimum of five (5) percent participation.
- D. When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.
- E. Teachers, teaching assistants, aides, security monitors, and cafeteria workers shall receive their final checks and the pay schedule for the following year on the last working day in June, but not before the 13th of the month and after all work is completed.

F. Employees who must use their own cars to provide transportation between duty stations to fulfill their contract obligations shall be reimbursed at the current IRS rate. Travel time shall not be considered as preparation time or lunch time.

G. Teachers

1. Special Education Teachers who were being paid an additional increment of \$200.00 prior to July 1, 1983, shall continue receiving said increment during such employment. However, said increment shall not be paid to any teacher hired to commence employment on or after September 1, 1983.
2. Graduate credits and MA Degree earned shall be in the field of teaching or in the teacher's teaching field.
 - a. All teachers employed by the Board prior to February 10, 1969 who are at the BA/S level will retain salary credit for courses above the BA/S level theretofore completed. For credit to be given to teachers for advancement on the salary guide, all courses for which salary credit is sought shall be graduate level courses or pre-approved undergraduate level courses completed after the completion of BA/S.
 - b. In order for credit to be given for advancement on the salary guide from BA/S to MA/S, all courses for which salary credit is sought shall be in a matriculated Master's Degree program, or successfully completed NSF courses or similar programs. College credits received through Board approved in-service programs may also be used for advancement on the salary guide.
3. Column Advancement
 - a. Advancement from Column B (BA Degree Earned) to columns C and D (BA Degree and 15 Graduate Credit Scale and BA and 30 Graduate Credit Scale) will be based upon verification of work accomplished.
 - b. Advancement to Column E (MA Degree Earned) will be based upon verification of the conferring of an earned master's degree.
 - c. Advancement from Column E (MA Degree Earned) to Columns F and G (MA Degree and 15 Credit Scale MA and 30 Credit Scale) will be based upon verification of work accomplished which is not part of the required Master's program as verified by the degree issuing institution.
 - d. Credits from courses approved in advance, whether graduate level or undergraduate level, shall be counted toward +15 and +30 above the BA and +15, +30, +45, and +60 above the MA degrees. Graduate level courses taken prior to July 1, 1994 that were not part of a Master's program

requirement may be applied to movement on the salary guide upon verification from the granting institution.

H. Employee Overtime (Excluding Teachers)

1. General

- a. Overtime is defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after regular daily work hours.
- b. Any hours over forty (40) hours per week are to be considered overtime and the employee shall be paid one and one-half (1 1/2) times his/her regular hourly rate.
- c. All overtime must have the prior approval of the business administrator or maintenance or cafeteria supervisors, as applicable, before payment will be approved.
- d. When an employee assumes the duties of a higher rated position for more than ten (10) consecutive workdays, s/he shall be paid retroactive to the first day at the higher rate for each day of work completed.

2. Custodians & Maintenance

- a. In the event that a custodial-maintenance employee is called back to work after completing his/her regular workday, s/he shall be paid at one and one-half (1½) times his/her regular hourly rate. This shall be construed to include extra-curricular events such as home and school meetings, PAL activities, community programs, or emergency repairs.
- b. The Board agrees that overtime requiring the services of a custodian shall be assigned in an equitable manner. However, it is understood that there shall be no guarantee of a mathematical equalization.
- c. Overtime for custodians/maintenance will be distributed equitably on a rotating basis.

3. Cafeteria Workers

Cafeteria Workers' Rotating Schedule: The Board agrees that overtime requiring the services of cafeteria workers shall be assigned in an equitable manner. The Board, therefore, will establish a rotating schedule for cafeteria workers so as to insure, as far as possible, that cafeteria workers have an opportunity to accept or reject work occurring after the normal school day. The head cook of the school

at which the activity or event occurs shall work the event so as to insure proper operation of the facility and its equipment.

I. Co-Curricular

1. Teacher participation in co-curricular activities is encouraged and shall be voluntary unless a qualified teacher otherwise fails to apply. Selection shall be at the discretion of the Board. Board approval shall be required for each formal co-curricular activity.
2. Teachers selected as advisors or directors of co-curricular activities shall be compensated at the rate set forth in Schedule "C."

J. President's Salary

1. During the term of this Agreement, the Board shall grant the President of the Association sabbatical leave of absence during his/her term of office. Salary of the president shall be determined according to the appropriate salary guide schedule. However, the current salary structure shall continue for the term(s) of the present President.
2. All other benefits granted to full-time teachers shall be granted to the Association president during such leave of absence. Upon return to full-time teaching, full credit for each year of sabbatical shall be granted for seniority and salary guide placement purposes.
3. Prior to June 30 of each fiscal year, the Association shall reimburse to the Board 50% of salary and benefits, including pension and Social Security benefits, if such payments become the obligation of the Board.
4. The current practice of not scheduling the Association president for a regular class assignment continues, along with the practice of the Association repaying the district for 1/2 of the individual's salary. Such president shall not otherwise be assigned any teaching duties.

K. Mentors

The Board shall pay the required fee for State mandated mentoring services.

L. Praxis

The Board is responsible for the payment of \$60 toward the Praxis test for those teachers required under NCLB to take it in order to be "highly qualified."

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

1. All ten-month employees shall be entitled to ten (10) sick leave days each school year; all eleven-month employees shall be entitled to eleven (11) sick days per year; and all twelve-month employees shall be entitled to twelve (12) sick leave days per year. Such leave is authorized as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. Notification of Accumulation: Employees shall be given a written accounting of accumulated sick leave days no later than June 30 of each school year.
3. Retirement Benefit
 - a. Upon retirement from the District, with at least ten years of service (excluding periods of unpaid leaves) as certified by the Division of Pensions, the Board will pay the retiring employee retirement pay calculated at the following rate for all unused sick days in Pemberton Township under this article.

For the 2007-2010 school years:

Teachers	\$75.00
All others:	\$62.00

- b. Payments made under this provision will be made on July 15 immediately following the school year of retirement provided the employee gave written notice of retirement on or before January 31 of that school year. In case of extenuating circumstances, the Board may approve exceptions to this notification date. Failure to provide such notice or to obtain an approved exception may result in delay in payment until the first day of the second subsequent fiscal year.
4. Death Benefit

In the event of the death while under contract of an employee having at least ten (10) years of continuous service in the district, the Board shall pay to his/her estate a sum for accumulated unused sick days in accordance with the following:

For the 2007-2010 school years:

Teachers \$75.00

All others: \$62.00

5. If an employee is absent on sick leave for three (3) consecutive days or more, a Doctor's Certificate shall be required. If an employee is absent because of illness immediately before or immediately after a holiday of more than one (1) day or on the first or last day of school, a Doctor's Certificate shall be required.
6. A deduction of 1/200th of a teacher's annual salary shall be made for each day of unexcused absence, including all days during the holiday, if such Doctor's Certificate is not furnished. The Board reserves the right to have the School Physician certify absences due to illness.
7. Absenteeism: Failure of an employee to call in when sick or otherwise absent will result in loss of the day's pay and subject him/her to disciplinary action notwithstanding that s/he has sick leave days otherwise available.

B. Other Temporary Leaves

All employees shall be entitled to non-accumulative temporary leaves of absence with full pay during each school year in accordance with the following:

1. Death & Serious Illness

- a. In the event of a death in "immediate family," an allowance of up to five (5) days' leave within a seven (7) day period following the date of death shall be granted. The fact that the employee would not have been scheduled to work during this period due to school not being in session does not entitle him/her to any additional time off.

"Immediate family" is defined as "parents, parents-in-law, spouses, civil union partners as provided by law, children, brother, sister, son-in-law, daughter-in-law, and members of the immediate household."

- b. In the event of the death of a grandparent, grandchild, aunt, uncle, niece, or nephew, the affected employee shall be entitled to a leave of absence with pay on the day of the funeral.
- c. In the event of a serious illness in the "immediate family," certified by a duly licensed physician, an allowance of up to three (3) days' leave shall be granted in each school year.

2. Personal Leave

This leave is provided to enable the employee to take care of personal business which cannot be accomplished outside the school day. Personal leave is not to be used for purposes of pleasure, recreation, housework, resting, extending vacations, family birthdays, or the like.

a. Personal Leave Procedure

- i.) Each employee who has served more than one (1) school year in Pemberton Township shall be granted three (3) days' personal leave with pay during the school year. Each employee who has served more than at least one (1) semester but less than (1) school year in Pemberton Township shall be granted one (1) day personal leave with pay.
- ii.) This leave shall be non-cumulative.
- iii.) Each personal leave request must be made directly to the employee's building principal or immediate supervisor forty-eight (48) hours prior to the desired time off, and is subject to the Superintendent's or his/her designee's approval, which shall not be unreasonably withheld. If a request is made less than forty-eight (48) hours prior to the desired time off, the granting of same shall be discretionary with the Superintendent or his/her designee.
- iv.) Not more than two (2) percent of the persons in any employment category will be excused on the same day, except in cases involving religious holidays or time off indicated by statute.
- v.) Personal days which have not been taken during the school year shall be added to the employee's accumulated sick leave provided for in Article XI, Section A.

b. Except in cases of extenuating circumstances, personal leave will not be granted with pay on the following days:

- i.) Teachers: on any of the first fifteen (15) or the last fifteen (15) school days in a school year, or the two (2) days before or after Thanksgiving, winter or spring holidays, or NJEA conventions.
- ii.) Secretaries and cafeteria clerks: on any of the first ten (10) or the last ten (10) school days in a school year.

iii.) Teaching Assistants, aides, security monitors, cafeteria workers, custodians, maintenance, groundskeepers: on any of the first five (5) or last five (5) pupil school days in a school year.

c. Employees shall be granted a maximum of five (5) workdays without pay for the purpose of honeymooning. Employees may utilize three (3) personal leave days, if available, for such leave.

3. Jury Duty

An employee summoned for jury duty shall give notice thereof to his/her principal or immediate supervisor as soon as possible after receiving the summons. During the term of such duty, s/he shall be paid his/her regular pay less pay received from the court. (This does not include mileage pay).

4. Military Reserve Component Duty

Any employee ordered to active duty as a member of the organized reserve of the U.S. Army, Navy, Air Force, Marine Corps, or other organization affiliated therewith shall be entitled to a leave of absence without loss of pay or time on all days on which s/he is engaged in annual training. Such leave shall be in addition to the regular vacation allowed such employee.

5. Organized State Militia

Any employee who is a member of the organized state militia shall be entitled to a leave of absence not to exceed ninety (90) days per year without loss of pay or time on all days during which s/he is engaged in militia duty ordered by the Governor of the State of New Jersey.

C. Other Leave Provisions

1. In the event other emergencies arise, such as Court appearance under subpoena, funeral attendance, etc., an allowance of up to three (3) days' leave may be granted with prior approval of the Superintendent or his/her designee.
2. All applications and responses for leaves shall be presented in writing on forms provided for that purpose.
3. For each period of absence, an employee will be required to complete and file an appropriate form with the office of the Superintendent, regardless of the nature of the absences and/or the type of leave involved.
4. Sick leave is not to be considered similar to military leave time or as earned vacation time.

5. Leaves taken pursuant to this article shall be in addition to any sick leave to which the employee is entitled.
6. Upon written request, other leaves of absence with or without pay may be granted by the Board at its discretion.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

All full-time employees shall be entitled to extended leaves of absence in accordance with the following:

A. Child Rearing Leave

1. Teachers

- a. Any teacher who becomes pregnant shall notify the Superintendent or his/her designee of her pregnancy and the anticipated date of her delivery as soon as same is medically confirmed by her doctor. Except as provided in Section A.1.c of this article, said teacher shall be eligible to receive maternity leave, without pay.
- b. The teacher shall make written application for such leave indicating the date on which she desires to leave work and the date she desires to return. Such application shall be made at least ninety (90) days prior to the date the leave commences. The Board shall honor the leave dates so requested if the same will not substantially interfere with the educational program, subject to the following conditions:
 - i.) With respect to tenured teachers, child care leave shall be granted for at least twelve (12) months but shall not exceed eighteen (18) months with the return to work being only at the beginning of school in September or the beginning of the third marking period in February.
 - ii.) The Board cannot guarantee that, upon return to work, such teacher will be assigned to the same building, class, room, or grade she had before such leave.
 - iii.) Tenured teachers in the school district adopting an infant child may receive leave similar to that provided in Section A.1.a and .b of this article which shall commence upon his/her receiving defacto custody of said infant.

- iv.) The Board shall not be required to continue the leave of absence of a nontenured teacher beyond the school year for which she was hired, or to offer tenure or a new contract to a nontenured teacher.
 - v.) Should the teacher request an extension of the leave as provided in Section A.1.b.i of this article, and if such request is approved by the Board, the date of the requested return shall be adjusted by the Board in its discretion to commence in September or the first day of the 3rd marking period.
 - vi.) If a teacher decides not to return from a child care leave, the teacher shall notify the Superintendent or his/her designee by giving written notice at least sixty (60) days before the leave expires.
- c. Consistent with the New Jersey Temporary Disability Law (N.J.S.A. 43:21-25, et seq.), disability related to pregnancy, childbirth, and/or related medical conditions is treated in the same manner as any other disability. Accordingly, if the employee has any accumulated unused days of sick leave, they may be used during said disability upon certification by her attending physician that she is personally unable to perform her duties. Upon disability ending, said physician will also so certify.
 - d. In the event that a teacher's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said teacher may apply for early reinstatement by filing a written request with the Superintendent or his/her designee. Such request will be honored unless the Board has employed under contract a replacement to cover for the period of the requested leave. In all cases of return from maternity leave, the teacher will be required to furnish a physician's certificate that she is medically able to resume or to continue to perform her duties.
 - e. The Board agrees that it will comply with the applicable federal and state laws and regulations relating to disability relating to pregnancy, childbirth, and/or related medical conditions as interpreted and amended by the courts and administrative agencies having appropriate jurisdiction.

2. All Other Employees

- a. The Board agrees that it will comply with the applicable federal and state laws and regulations relating to maternity leave as interpreted and amended by the courts and administrative agencies having appropriate jurisdiction.
- b. Any employee who becomes pregnant shall notify the Superintendent or his/her designee of her pregnancy and the anticipated date of her delivery as

soon as same is medically confirmed by her doctor. Said employee shall be eligible to receive maternity leave without pay.

- c. Such leave shall begin at a date requested by the employee. The Superintendent or his/her designee may, at any time, request a doctor's certificate stating that a pregnant employee is physically able to continue work.
- d. Such leave will extend until the beginning of the following school year. However, if any employee notifies the Superintendent or his/her designee, prior to beginning of maternity leave, of her desire to return to work within the school year in which leave is taken, arrangements will be made for her return to work. In determining the date of the employee's return to work, consideration shall be given to the effect on the education of the pupils. Under normal circumstances, the return at the beginning of the semester will be preferred.
- e. The Board cannot guarantee that, upon return to work, such employee will be assigned to the same building or job classification she had before such leave.
- f. The foregoing shall not require the Board to continue the leave of absence of a nontenured employee beyond the school year for which she was originally hired, or to offer tenure or a new contract to a nontenured employee.

B. Disability Leave

- 1. Due to a medical disability, employees shall be granted an extended leave of absence with/without pay, subject to the provisions of Article XI, Section A. Such leave may be subject to medical verification if requested by the Board.
- 2. In the case of pregnancy, a female employee may use credited sick days for disability due to pregnancy, childbirth, and recovery therefrom. Use of sick leave for the period of disability outside of the periods of one month before and a month after delivery will require verification from the attending physician if requested by the Board.

C. Illness in Family

After an employee has completed five (5) years of continuous service in the Pemberton Township School District, a leave of absence without pay for the purpose of caring for a sick member of the employee's "immediate family" may be granted for up to one (1) calendar year and such additional time as will permit the leave of absence to terminate on the following June 30. Such leave shall not interrupt the employee's employment with the Board, and if the ten (10) month employee has worked for five (5) months or more during the school year in which the leave is granted, the employee shall be placed on the next step of the salary guide upon

his/her return to work. Twelve (12) month employees shall work for six (6) months or more during the work year in order to be placed on the next step of the guide upon his/her return to work.

D. Military

All Support Staff – Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

E. Sabbatical

A sabbatical leave program will be established to permit teachers to engage in study in the educational field, subject to the following conditions:

1. Such leave shall be limited to one (1) person for one (1) school year or two (2) persons for one (1) semester each.
2. Selected personnel who have had seven (7) consecutive years or more of satisfactory service with the Pemberton Township Public Schools shall be eligible for sabbatical leave.
3. All sabbatical leaves shall be dependent upon the ability of the Board to hire a suitable replacement.
4. The nature and scope of study which the teacher proposes to pursue while on sabbatical leave must be approved by the Superintendent.
5. Selection of applicants will be made on the basis of the following criteria and in accordance with Board policy 3438 in effect as of 7/1/07:
 - a. Previous record of applicant in the Pemberton Township Schools;
 - b. Benefit of proposed study to Pemberton Township Public School;
 - c. Benefit to applicant relative to his/her field of instruction.
6. Sabbatical leave shall be for the period of one (1) school year or a single semester as the case may be, depending upon the operation of Section E.1 of this article.
7. A teacher on sabbatical leave shall be paid fifty (50) per cent of the salary s/he would have received had s/he remained on active duty in the school. Payment shall be made in regular salary payments.

8. The granting of an application for sabbatical leave which is otherwise in compliance with the terms and conditions of this article rests solely in the Board's discretion.
9. Persons who accept a sabbatical leave must sign a statement of intention to return to the Pemberton Township School System immediately following sabbatical leave for a period of two (2) years. Failure to comply with the two (2) year obligation will require repayment of the compensation received during the sabbatical leave as follows:
 - a. Repayment of total compensation received if a person does not return to the Pemberton Township Schools is due and payable on December 1 immediately following completion of the leave.
 - b. Repayment of one-half (1/2) of compensation received if a person returns for only one (1) year is due and payable on December 1, one (1) year after the completion of the sabbatical leave.
10. Upon return from such leave, a teacher shall be placed on the salary scale at the level s/he would have achieved had s/he remained on active duty in the district, with recognition on the salary guide for any additional credits earned while on sabbatical leave. However, the school district does not guarantee a teacher the same position earned before taking sabbatical leave.
11. Applicants will be notified by the Board on or before April 1 as to the disposition of their applications.

F. Return from Leave – All Support Staff

1. Salary

Upon return from leave granted pursuant to Section B.2 of this article, an employee shall be considered as if s/he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level s/he would have achieved if s/he had not been absent. An employee shall not receive increment credit for time spent on a leave granted pursuant to Section A, B.1, or C of this article.

2. Benefits

All benefits to which the employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon return, and s/he shall be assigned to the same position which s/he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

G. Extensions and Renewals

All Support Staff – All extensions or renewals of leave shall be applied for and granted in writing.

H. Good Cause

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

I. Employees shall be entitled to leaves pursuant to either the New Jersey Family Leave Act or the Federal Family and Medical Leave Act, whichever may be applicable. Any childrearing leave taken thereunder shall not be in addition to any childbearing leave granted by this Agreement but rather shall be incorporated therein.

ARTICLE XIII

VACATIONS AND HOLIDAYS

A. Vacation

Employees shall be eligible for vacations on the following basis.

1. Custodians

a. Each custodian/maintenance person on a twelve (12) month contract is entitled to paid vacations as follows:

<u>Experience in Pemberton Township</u>	<u>Paid Vacation</u>
Less than 6 months	None
6 months to 1 1/2 years	1 week
1 1/2 to 8 years	2 weeks
8 to 15 years	3 weeks
Upon completion of 15 years of employment	4 weeks

b. Vacations will normally be taken July 1 up to just prior to the last five (5) workdays in August and cannot be carried over from one year to the next. However, the employee shall have the option of taking his/her vacation at other times during the school year, upon prior approval by the administration, which approval will not be unreasonably withheld. No more than fifty (50) percent of the custodians/maintenance employees in each location shall be eligible for vacation during winter and spring break. District seniority shall apply at the location.

2. Secretaries shall be eligible for vacations on the following basis:
 - a. Each employee on a 12-month contract is entitled to twenty-two (22) days paid vacation. Each employee on an 11-month contract is entitled to two (2) weeks paid vacation.
 - b. Vacations will normally be taken between July 1 and the third Monday in August and cannot be carried over from one year to the next. Four (4) days vacation may be taken between October 15 and May 15, such vacation to be aligned with the administrative vacation schedule. However, the bargaining unit member shall have the option of taking his/her vacation at other times during the school year upon prior approval of the administrator, which approval shall not be unreasonably withheld.
 - c. Secretarial employees hired after July 1, 1987 shall be eligible for vacations on the following basis, except those employees whose current vacation schedule exceeds the rates below shall continue such vacation schedule, until their in-district service coincides with the proposed schedule.

<u>Experience in Pemberton Township</u>	<u>Paid Vacation (12 months)</u>
Less than 6 months	None
6 months to 1 year	1 week
2 to 5 years	2 weeks
6 to 9 years	3 weeks
10 years or more	4 weeks

<u>Experience in Pemberton Township</u>	<u>Paid Vacation (11 months)</u>
Less than 6 months	None
6 months to 1 year	3 days
2 to 5 years	1 week
6 years or more	2 weeks

- d. Effective March 22, 2001, new hires appointed to 11 month positions shall not be eligible for paid vacation.
 - e. All current employees who may be reassigned or promoted to these positions shall be grandfathered. This excludes long term subs.
3. Employees shall be paid vacation pay before the start of their vacation provided checks are available.

B. Holidays

1. Work Requirement

All employees covered by this Agreement shall not be required to work on legal holidays when school is not in session. In addition, except for custodians and maintenance personnel, no employee shall be required to work when school is otherwise closed in accordance with the school calendar.

2. Custodians and Maintenance

a. Custodians and maintenance personnel shall not be required to work on the following days if school is closed or not in session:

1. The day after Thanksgiving
2. The day before Christmas
3. The day after Christmas
4. The day before New Year's Day
5. Martin Luther King's Birthday
6. Good Friday
7. Easter Monday
8. NJEA Convention - one (1) day.

b. In the event any of the named holidays in Section B.2.a or .d of this article fall on a day when school is in session or is open, then another day off with pay in lieu thereof shall be scheduled by the business administrator for each employee affected.

c. In order to be eligible for holiday pay, an employee must work the last regularly scheduled day before the holiday and the first regularly scheduled workday after the holiday unless absent for justifiable reason.

d. In the event Christmas falls on a weekend, employees shall receive the Friday before and the Monday after as the day before Christmas Day holiday and the Christmas Day holiday respectively. In the event New Year's Day falls on a Saturday, employees shall receive the Thursday and Friday before as the day before the New Year's holiday and the New Year's Day holiday respectively. In the event New Year's Day falls on a Sunday, employees shall receive the Friday before and the Monday after as the day before New Year's Day holiday and the New Year's Day holiday respectively.

3. Aides

Aides receive no pay for holidays or days where school is closed or otherwise not in session.

ARTICLE XIV

EMPLOYMENT AND SEPARATION PROCEDURES

- A. The Board will hire only teachers with Standard Certificates or in an alternate route program except in special areas (for example, Vocational, Industrial Arts, Instrumental Music, Nurses and Special Service personnel) where State regulations authorize or permit employment of teachers holding substandard certificates.
- B. Notification of Contract
1. All teachers, secretaries, and cafeteria clerks shall be notified of their contract and salary status for the ensuing year no later than May 15. They shall respond to the Board within fifteen (15) days after receipt of such notice.
 2. Prior to May 15 of each year, each nontenured custodian, maintenance, cafeteria worker, security monitor, and aide shall receive written notice as to whether or not the administration intends to recommend a renewal of contract for the ensuing year. If such employee desires to discuss an unfavorable recommendation with a representative of the Board, s/he will be provided an opportunity to do so upon making written request, filed with the Superintendent in accordance with NJSA 18A:27-3.2. and NJAC 6A:32-4.6. Within 15 calendar days after receipt of the notice of nonrenewal, the employee may request a written statement of reasons for nonrenewal. Within 30 calendar days of the request, the Board must provide a written statement of reasons for nonrenewal. Within 10 calendar days after receipt of the written reasons, the employee may request an informal appearance before the Board. Within 30 calendar days of the request, the Board must schedule an informal appearance. Within 3 calendar days following the informal appearance, the Board shall notify the affected employee, in writing, of its final determination.
 3. Prior to May 15 of each year, each nontenured teacher shall receive written notice as to whether or not the administration intends to recommend a renewal of contract for the ensuing year. If such teacher desires to discuss an unfavorable recommendation with a representative of the Board, s/he will be provided an opportunity to do so, upon making written request, filed with the Superintendent, in accordance with NJSA 18A:27-3.2. and NJAC 6A:32-4.6. Within 15 calendar days after receipt of the notice of nonrenewal, the employee may request a written statement of reasons for nonrenewal. Within 30 calendar days of the request, the Board must provide a written statement of reasons for nonrenewal. Within 10 calendar days after receipt of the written reasons, the employee may request an informal appearance before the Board. Within 30 calendar days of the request, the Board must schedule an informal appearance. Within 3 calendar

days following the informal appearance, the Board shall notify the affected employee, in writing, of its final determination.

C. Resignation/Termination

The contract of a nontenured employee may be terminated by either the Board or the employee according to the following schedule:

Certificated staff – 60 days
Support staff – 30 days

Such termination by the Board need not be for cause nor is it required that a written statement of reasons be given or a hearing afforded, it being agreed that such termination is not subject to the grievance procedure or any other review. However, upon request of the terminated employee, the Board shall furnish to him/her a written statement of reasons for the termination which shall then become part of the employee's personnel file.

D. Any employee who is entitled to earned vacation shall be paid according to the proportion of full months worked to the total contract year unless proper notice has not been given. If the proper notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, twenty (20) full working days shall be used in calculating the amount of notice given by the employee.

E. Black Seal License

1. The Board may, at its discretion, require a custodial or maintenance employee to obtain and maintain a Black Seal License. In such cases, the Board shall bear the expense thereof. The Board shall also provide sufficient time off from work to enable the employee to attend classes necessary to obtain said license.
2. The Board shall pay for the Black Seal License fee, whether it be an initial fee or a renewal.

ARTICLE XV

PROMOTIONS, VACANCIES, TRANSFERS, AND REASSIGNMENTS

A. Promotions

1. A promotional position shall be one in the bargaining unit which pays a higher rate and which encompasses a higher level of responsibility.

2. When a promotional position becomes vacant, notice of such vacancy shall be sent to the Association and posted in each school and in the Central Office. Said notice shall include the duties, qualifications, salary range, and closing date for the position. The notice shall be posted for a minimum of ten (10) working days prior to the closing date. The Board has the right to temporarily fill the position until a permanent employee is selected.
3. Employees who desire to apply for such a vacancy shall submit an application according to established district procedures within the timeline specified on the notice.
4. The Board agrees to give due consideration to the qualifications of all applicants and other relevant factors, including the need to assure a well-balanced staff, the effective implementation of the educational program, and the public welfare. The Board reserves the right to employ a person from outside the district.
5. If any employee is not selected, s/he will be afforded the opportunity to discuss the matter with the Superintendent. However, the decision of the Superintendent shall be final.
6. Support Staff

In addition to the above and in regard to support staff only, the Board will first attempt to fill permanent job vacancies within the bargaining unit by promoting the senior employees from the next lower-rated job title who have the requisite qualifications and ability to perform the work. The Board, in considering such applications, agrees to give due consideration to the qualifications of all applicants and staff. Where two (2) or more employees possess the requisite qualifications and ability to perform the work, the employee with the greatest seniority in the bargaining unit will be promoted.

B. Voluntary Transfers and Re-assignments

1. The District shall post all vacancies as they occur, both in-house and on the District website. Employees desiring a transfer or re-assignment may submit a written request stating their preference.
2. The Administration will consider written requests for transfer and/or re-assignment when, in the judgment of the Administration, such transfer/re-assignment will be of mutual benefit to the employee and the district.
3. Transfers and re-assignments will normally be effective at the beginning of the following school year. However, requests shall be considered for all vacancies, including those not posted and those filled during the school year.

4. If an employee is not selected, s/he will be afforded the opportunity to discuss the matter with the Superintendent. However, the decision of the Superintendent shall be final.
5. Support Staff
 - a. In addition to the above and in regard to support staff only, employees will be permitted to transfer provided that they have the requisite qualifications and the ability to perform the job satisfactorily. The most senior employee will be given preference.
 - b. Once such a transfer has been granted, or a transfer offered and refused, the employee to whom the job was granted or the employee who refused the offer shall be ineligible for further transfer for a period of one (1) year. Nothing herein shall be construed to limit the right of the Board to transfer employees as the needs of the school system require.

C. Involuntary Transfers

1. When, in the judgment of the Administration, an involuntary transfer or reassignment becomes necessary, the employee(s) affected will be notified in person (or by certified mail during vacation) as soon as practicable. In addition, the Association shall be notified in writing of all involuntary transfers.
2. Such employee will be afforded the opportunity to discuss with the Superintendent the reasons for the change. Following this discussion, the Administration's decision shall be final. Nothing herein shall bar a temporary transfer.
3. An involuntary transfer or reassignment will be made only after a meeting between the employee, his/her representative, and the Superintendent at which time the Association will be notified of the reason thereof. No Association member will be transferred or reassigned arbitrarily, capriciously, or without rational basis in fact.
4. No vacancy shall be filled by means of involuntary transfer or reassignment without first giving consideration to a qualified volunteer(s), if any.
5. Support staff

In addition to the above and in regard to support staff only, in the event that there is no qualified volunteer to accept the transfer or reassignment, then the Board shall fill the position by transferring or reassigning the most junior qualified employee thereto. The Association shall be notified in writing of all involuntary transfers.

ARTICLE XVI
SENIORITY AND
EFFECT OF REDUCTION OF FORCE UPON PERSONS UNDER TENURE

Seniority shall apply as follows:

A. All Support Staff

1. Seniority for the purpose of this article shall be based upon an employee's continuous length of service with the Board.
2. Seniority shall be acquired solely in connection with layoffs for lack of work and for no other purpose.
3. All employees shall be considered as probationary employees for the first ninety (90) days of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board, without recourse to the provisions of the grievance procedure of this Agreement. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment.
4. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by alphabetical order of their last names.
5. The Board shall maintain a seniority list of employees, copies of which shall be furnished to the Association. The Board shall furnish to the Association copies of the monthly meeting minutes reflecting changes in the seniority list.
6. An employee's seniority shall cease and his/her employee status shall terminate for any of the following reasons:
 - a. Resignation or retirement;
 - b. Discharge for cause;
 - c. Continuous lay-off for a period exceeding six (6) months;
 - d. Failure of laid-off employee to report for work either (1) on the date specified in written notice of recall mailed seven (7) or more calendar days prior to such date; or (2) within three (3) working days after the date specified in the written notice of recall mailed less than seven (7) calendar days prior to such date, unless the employee has a justifiable excuse for his/her failure to return to

work as provided herein. The Board shall give careful consideration to an employee's reasons, which may have caused a delay in his/her return to work. Written notice of recall to work shall be sent by the Board by certified mail, return receipt requested, to the employee's last known address, as shown on the Board's personnel records;

- e. Failure to report to work for a period of three (3) consecutively scheduled working days without notification to the Board of a justifiable excuse for such absence;
 - f. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof, unless return to work is excused by the Board;
7. Employees shall be recalled to work from lay-off in the order of their seniority, provided that they have the requisite qualifications and ability to perform the available work.
8. When circumstances necessitate a reduction of the workforce, the Board shall take the following appropriate steps:
- a. The Board shall advise the Association in advance of the number of employees to be affected and the job titles and grade levels of the affected employees.
 - b. The Board shall first consider the lay-off of the employees with the least seniority in the job titles and grade levels affected.
 - c. Employees considered for lay-off shall first be considered for filling any existing vacancy in another job title of the same grade level provided that they have the requisite qualifications and the ability to perform the work. If no vacancy exists in the same grade level, the employees shall have the right to displace, in his/her same grade level, an employee with the least seniority in the job title that the employee has the requisite qualifications and ability to perform the work and likewise in successively lower grades. An employee not placed under these provisions shall be laid off. These provisions shall also apply to a displaced employee.

B. Teachers

1. 18A:28-9. Reduction of force: power to reduce and reasons for reduction.

Nothing in this title or any other law relating to tenure of service shall be held to limit the right of the Board to reduce the number of teaching staff members employed in this district whenever, in the judgment of the Board, it is advisable to abolish any such positions for reasons of economy or because of reduction in the

number of pupils or of change in the administrative or supervisory organization of the district or for other good cause upon compliance with the provisions of this article.

2. 18A:28-10. Reasons for dismissal of persons under tenure on account of reduction.

Dismissals resulting from any such reduction shall not be made by reasons of residence, age, sex, marriage, race, religion, or political affiliation but shall be made on the basis of seniority according to standards to be established by the Commissioner with the approval of the State Board.

3. 18A:28-11. Seniority, Board to determine, notice and advisory opinion.

In the case of any such reduction, the Board shall determine the seniority of the persons affected according to such standards and shall notify each such person as to his/her seniority status, and the Board may request the Commissioner for an advisory opinion with respect to the applicability of the standards to particular situations, which request shall be referred to a panel consisting of the County Superintendent of the County, the Secretary of the State Board of Examiners and an Assistant Commissioner of Education designated by the Commissioner, and an advisory opinion shall be furnished by said panel. No determination of such panel shall be binding upon the Board or any other party in interest or upon the Commissioner or the State Board if any controversy or dispute arises as a result of such determination and an appeal is taken therefrom pursuant to the provisions of this title.

4. 18A:28-12. Dismissal of persons having tenure on reduction; reemployment.

If any teaching staff members shall be dismissed as a result, such persons shall be and remain upon a preferred eligible list in the order of seniority for reemployment whenever a vacancy occurs in a position for which such person shall be qualified and s/he shall be reemployed by the body causing dismissal, if and when such vacancy occurs and in determining seniority, and in computing length of service for reemployment, such person in or with the military or naval forces of the United States or of this state, subsequent to September 1, 1940 shall be credited to him/her as though s/he had been regularly employed in such a position within the district during the time of such military or naval service.

5. 18A:28-13. Establishment of standards of seniority by Commissioner.

The Commissioner in establishing such standards shall classify as far as practicable the fields or categories of administrative, supervisory, teaching, or other educational services and the fields or categories of school nursing services, which are being performed in the school districts of this state and may, in his/her discretion, determine seniority upon the basis of years of service and experience

within such fields or categories of services as well as in the school system as a whole, or both.

6. 18:28-14. Teaching staff members not certified, not protected; exception.

The services of any teaching staff member who is not the holder of an appropriate certificate, in full force and effect, issued by the State Board of Examiners under rules and regulations prescribed by the State Board may terminate without charge or trial.

7. In the event of a reduction in the number of teachers employed by the Board necessitated by fewer pupils, economic conditions, or other causes, the policy of the Board will be to first terminate nontenured teachers. In determining the impact of a termination as between nontenured teachers, factors for consideration will be the needs of the district, teacher's area of certification, teacher's length of service in the district, additional courses taken by a teacher in the area of certifications, and evaluations. Such terminations of nontenured teachers will be discussed with a committee of the Association; however, the decision of the Board shall be final.

C. Cafeteria Workers and Clerks

In consideration of the modification agreed to by the Association on behalf of the cafeteria workers and cafeteria clerks and to provide a stable work force, the Board shall take all reasonable steps to avoid the reduction in force of cafeteria workers. If, however, a reduction is warranted, the Board shall endeavor to do so by attrition. The Board recognizes that the stability of the workforce is essential to the success of the new organization.

The workforce is defined as the number of "cooks" employed in the 1994-95 school year.

ARTICLE XVII

EMPLOYEE FACILITIES AND EQUIPMENT

A. Teachers

1. During the term of this contract, the Board shall continue to provide the following:

- a. A faculty work area for the preparation of instructional materials, and an appropriately furnished room which shall be reserved for the exclusive use of faculty members as a faculty lounge where said rooms or areas presently exist.

- b. A serviceable desk, chair, and, upon request, a filing cabinet for the exclusive use of the teacher.
 - c. A designated area in the cafeteria, or within each school, as a faculty dining area.
 - d. A complete inventory of AVA equipment of every building and provide for at least one (1) complete overhaul or replacement of non-operational office equipment and audio-visual aide machinery per year.
 - e. Closet space for each employee to store coats, overshoes, and personal articles either within the classroom or work area or in hall lockers adjacent thereto.
2. Each faculty room shall be provided with a computer and printer and a work table.

B. Cafeteria Workers, Custodians, Maintenance

1. Maintenance, custodians, groundskeepers, and cafeteria workers shall be provided with five (5) sets of uniforms annually at Board expense, to be delivered by the opening of school, the maintenance of which shall be the responsibility of each individual employee. The style and material will be determined by a joint committee established by the parties.
2. The Board's work shoe vendor program, whereby a shoe vendor will, during work hours, fit and provide to each custodian, cafeteria worker, and print aide one (1) pair of work shoes per year at Board expense, shall continue for the term of this Agreement. The shoes provided will meet or exceed the quality standard established by the shoe committee consisting of the Assistant Superintendent for Business/Board Secretary, Building and Grounds Supervisor, Building and Grounds Assistant Supervisor, District Safety Officer, President of PTEA, and two (2) employees appointed by the Association.
 - a. The employee is required to wear the shoes on the job.
 - b. The shoes shall be a closed, laced, oxford-type of work shoe with slip-resistant soles.
 - c. In the event that an employee does not regularly wear the work shoes (other than for short periods related to repair),
 - i.) s/he shall receive a verbal warning for the 1st offense;
 - ii.) s/he shall receive a written warning to be placed in the "central" file for the second offense;

- iii.) if the infraction continues, the employee shall be required to refund the shoe allowance to the Board through payroll deduction.
3. The Board agrees to supply all maintenance and head custodian personnel with one pair of coveralls per year.
4. The Board agrees to install a telephone in each kitchen for use by kitchen personnel.
5. The Board shall furnish each cafeteria worker with three (3) cloth aprons per year, the maintenance of which shall be the responsibility of each individual cafeteria worker. The Board shall also continue to make plastic aprons available to the cooks as well.

C. Security Monitors

1. All security monitors will be provided six (6) shirts each year, long or short sleeved (at the option of the employee), and safety vests each year, which will be returned at termination of employment. Security monitors will also be provided one (1) windbreaker jacket, style and material to be determined by a joint committee established by the parties. All security monitors are required to wear their uniforms. In the event a security monitor fails to wear his/her uniform, a verbal warning will be issued. Continued failure to wear the uniform provided shall result in a written warning. If the infraction continues, the employee may be sent home without pay.
2. Security monitors will be provided with one pair of work shoes as provided in Section B.2 of this article.

D. All Employees

All employees are to observe self-practices and procedures to conserve and wisely use school facilities, supplies, and equipment. Failure to comply, or the using of supplies and equipment by the employee for his/her own use, will subject him/her to disciplinary action.

ARTICLE XVIII

PROTECTION OF EMPLOYEES AND PROPERTY

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being, the Board reserving the right to determine what is an unsafe or hazardous condition.

B. Assault/Injury

1. Employees shall immediately report cases of injury or assault suffered by them in connection with their employment to their principal or other immediate supervisor.
2. Employees shall fill out an accident report form and a Workers Compensation claim form to be submitted to the Human Resources Office.
3. Employees shall report to the nurse for medical evaluation.

C. The Board shall reimburse an employee for damage to his/her clothing or other personal property (not otherwise covered by insurance) in excess of \$25.00, based on depreciation value, sustained as the result of an unprovoked assault while acting within the scope of his/her employment. Such reimbursement shall cover loss due to vandalism to said property which is kept in his/her classroom or other authorized location.

ARTICLE XIX

INSURANCE PROTECTION

A. Subject to Section A.1 of this article, the Board shall provide, at its expense, Medallion Group Blue Cross and Blue Shield with unlimited Rider J and unlimited Major Medical coverage for both the individual and the family, including civil union partners as provided by law. In addition, the Board shall also provide medical emergency room coverage as well as provide catastrophic coverage under the Major Medical, adult physical examinations, and well-child immunization under age 6. In addition, dependents shall be covered to age twenty-three (23).

1. Any employee hired on or after July 1, 2001, with three (3) or more years of experience in a public, private, or parochial school shall be covered for individual and dependent coverage based on eligibility for such coverage, except that Medallion plan coverage shall at no time be available to such employee.

All other employees hired after July 1, 2001, with less than three (3) years of experience as above, shall be covered for single health insurance benefits only under this article during his/her first two (2) full years of employment. However, such employee may purchase dependent coverage at his/her expense through payroll deduction. Upon completion of two (2) full years' employment, s/he shall be eligible for health insurance benefits on the same terms and conditions as other employees except that Medallion plan coverage shall at no time be available to such employee.

Dependents shall be covered to age 19, except full-time students who shall be covered to age 23.

2. Any employee now enrolled in the Medallion plan who elects to withdraw and enroll in any other district-offered plan shall be paid by the district a one-time payment of \$600.00. However, once such election is made and payment received, the employee shall not be eligible to be reinstated into the Medallion plan.

3. Co-pays for all plans for all employees shall be:

a. Office Visit:

March 1, 2008 – June 30, 2009 \$20.00

July 1, 2009 – June 30, 2010 \$25.00

b. E.R.:

March 1, 2008 – June 30, 2008 \$35.00

July 1, 2008 – June 30, 2010 \$50.00

B. The Board shall provide, at its expense, Blue Cross Group Health Care Protection-Prescription Program, coverage for both the individual and family, including birth control.

1. Co-pays:

a. March 1, 2008 – June 30, 2008

Generic - \$15.00; Brand - \$20.00 (\$15.00 if generic not available);

Mail Order - \$5.00

b. July 1, 2008 – June 30, 2009:

Generic - \$15.00; Brand - \$25.00 (\$15.00 if generic not available);

Mail Order - \$5.00

c. July 1, 2009 – June 30, 2010:

Generic - \$15.00; Brand - \$25.00 (\$15.00 if generic not available);

Mail Order - \$10.00

C. For the individual employee, the Board shall provide, at its expense, a Blue Cross and Blue Shield Dental Plan designated as Reasonable and Customary, with no deductible. Services shall be provided as follows:

1. 100%: Preventive Dental
80%: Treatment/Therapy

50%: Prostodontics
 Inlays/Onlays
 Major Periodontics
 Orthodontics (\$1,000 maximum)
 Crowns
 Oral Surgery

2. The Board shall provide family coverage as above by payroll deduction provided threshold enrollment is met.
- D. The Board shall provide, at its expense, a VSP Vision Care Plan for the individual employee with an initial \$10.00 deductible. Family coverage shall be provided through payroll deduction provided threshold enrollment is met.
- E. There shall be no duplication of coverage; viz., if a married employee is covered under a plan provided by the spouse's employer, the Board will not provide duplicate coverage.
- F. Bargaining unit members covered under Section E of this article shall receive \$1,000.00 for waiver of the insurance plan provided in Section A of this article. (See Section M of this article.)
- G. The insurance carrier will be expected to provide each employee with an identification card and a description of the health care insurance provided under this article.
- H. The Board will permit employees on sick leave or on maternity leave to continue to maintain Blue Cross and Blue Shield coverage and VSP as per above paragraphs by payment to the Board of the monthly premium after the employee has used all accumulated sick leave provided under Article XI except as otherwise required by the New Jersey Family Leave Act or the Federal Family and Medical Leave Act.
- I. Retirement Benefits
1. An employee who retires from the Pemberton Township School District pursuant to TPAF or PERS, with twenty (20) years of service in the district shall be provided with insurance coverage for the individual at no cost to the employee. Such benefit shall commence at age 55 and continue up to age 65. S/he may continue family coverage at his/her own expense.
 2. If the employee who retires and is eligible for coverage under state law, with premiums for SHBP paid for by the State (N.J. State Health Benefits Program Act, N.J.S.A. 52:14-17.25, et seq.), then said employee's entitlement to Board paid coverage under Section I.1 of this article shall cease. However, benefits

under prescription, vision, and dental coverages shall continue to be available as provided in Section I.1 of this article.

3. If the employee retires prior to age 55, s/he shall be eligible for this coverage upon attaining age 55 and upon fulfilling the stated requirements. In addition, said retiree may participate in the Board's medical insurance programs at his/her expense prior to age 55.
 4. The above provisions will not apply to new hires, effective July 1, 2001.
- J. An employee who retires pursuant to the Teachers' Pension and Annuity Fund or the Public Employees' Retirement System may continue coverage under the Board's medical insurance program at his/her expense.
- K. The Board will open enrollment to any new HCP/HMO which receives a minimum of five (5) percent participation. If the number enrolled is less than five (5) percent, the Board will permit a staff to enroll provided their HCP/HMO bills the Board through one of its existing insurance brokers.
- L. The Board shall provide a Long-Term Disability Plan as follows:
1. For the first three years of employment, the employee will pay the entire premium.
 2. Starting with the fourth year of employment, the Board will pay 10% of the premium and the employee will pay 90%. For each continuous year of employment thereafter, the Board's contribution will increase by 10% until the Board's contribution reaches 50%.
 3. The Board/employee contribution will remain at 50%/50% for the remainder of the employee's term of service.
 4. Participation in the Long-Term Disability Plan is voluntary.
- M. Insurance Coverage Waiver Plan
1. Each year, the Board shall provide appropriate forms to all employees covered by family or husband/wife coverage. Said form will contain a final return date.
 2. Employees who elect to waive coverage pursuant to Section F of this article shall be entitled to receive \$1,000.00 each school year.
 3. Payment of the monies shall be made in two (2) installments: the 2nd pay in December, and the 2nd pay in June of the school year.

4. Employees must waive such insurance for a full year to be eligible for said payment. The waiver period shall be July 1 to June 30.
5. Employees who have no other comprehensive family or husband/wife insurance shall not be permitted to waive coverage.
6. Employees who have initially waived coverage and then need to re-enroll in the district's plan will be covered by the district at the next available enrollment period without lapse in coverage. It will be the employee's obligation to notify the District's Secretary/Business Administrator of the pending loss in coverage due to a change in status relative to availability of comprehensive insurance coverage.
7. Should the employment status of such employee change, there shall be a pro-rata payment based upon the time elapsed in the plan. Should such separation of employment be due to death, his/her estate shall receive such pro-rata payment.

ARTICLE XX

EMPLOYEE EVALUATION

A. Teachers

1. Nontenured teachers shall be evaluated at least three (3) times each school year. Any teacher receiving a negative evaluation may ask for and receive another evaluation by a different evaluator.
2. All evaluations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher involved. Lesson plans shall be available upon request of supervisory personnel.
3. After a teacher has been evaluated, s/he shall have the right to see the evaluation report prepared by the evaluator and, upon request, to have a conference with the evaluator after the completion of the evaluation. The evaluation report shall be signed by both the teacher and the evaluator and thereupon the teacher shall be given a copy of it.

B. Support Staff

1. All monitoring or observation of the work performance of an employee for the purpose of evaluating him/her shall be conducted openly and with full knowledge of said employee.

2. Employees shall be evaluated at least once per year and evaluations will be written by the immediate supervisor.
3. The employee shall be given a copy of the written evaluation. The supervisor will subsequently arrange a meeting to discuss the evaluation within ten (10) school days of its receipt.
4. The employee may respond to the written evaluation by having his/her rebuttal attached to it. Signing of the evaluation and rebuttal shall occur within ten (10) school days of the conference.
5. Insofar as custodial staff is concerned, the input of head custodians will be sought in regard to custodian evaluation. However, all formal evaluations shall be prepared by supervisory personnel employed by the Board, as is the case with all classes of employees.

ARTICLE XXI

TUITION GRANTS

Tuition grants will be made available to teachers, classroom aides, teaching assistants, health and library aides, and secretaries in accordance with the following tuition grant program:

- A. The Board shall provide the maximum of \$65,000 (2007 - 2008), \$70,000 (2008 - 2009), \$75,000 (2009 - 2010) respectively, which will be available for reimbursement of tuition for courses taken in accordance with the provisions of this article. Any unused funds shall not be carried over to the following year.
- B. Tuition grant monies shall be divided equally among all approved participants. Tuition reimbursement will be based on the applicable college rate or Rowan University rate, whichever is less, in the applicable school year for approved courses for a maximum of two courses per year.
- C. Applicants for tuition grants shall apply to the Superintendent or his/her designee for approval prior to registering for the course. The course must relate to public school education (except for secretaries whose course must be similar to steno, word processing, computers, office automation, and any prerequisite required). The application must contain the name of the course, the name of the institution, the purpose, and other pertinent information. Upon approval of the Superintendent or his/her designee, the applicant shall then provide to the Superintendent's or his/her designee's office a copy of the registration forms and the applicant's canceled check.

- D. Upon completion of the course or degree, the applicant must present an official copy of the transcript to the Superintendent. If the applicant has attained at least a grade of "C" on an "A-F" scale, or a 3 on a 5-1 scale, or equivalent grade, the Board will reimburse the applicant to the extent required by this article.
- E. Should the Board require a maintenance employee to participate in required training or seminars, such request will be in writing and the Board will continue to pay the cost thereof.
- F. Continuing Education

The Board will make available to cafeteria workers, through the district adult school, mandated local, county, and/or state health programs for career enhancement/ advancement opportunities. These shall be without cost to cafeteria workers. In the event any public health agency requires or makes available certification, only those cafeteria workers who obtain and retain such certification will be considered for career enhancement/advancement.

ARTICLE XXII

NONDISCRIMINATION

This Agreement is subject to the provisions of N.J.S.A. 10:5-1 as same is now enacted or may be hereafter amended. The Board and the Association agree that 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 hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, natural origin, sex, domicile, or marital status.

ARTICLE XXIII

REPRESENTATION FEE

A. Purpose of Fee

Effective July 1, 1984, if an employee included under the provisions of Article I, Section A does not become a member of the Association during any membership year 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.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of regular membership dues, fees, and assessments charged by the Association to its own members for the membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the membership dues, fees, and assessments charged by the Association to its own members. The representation fee has been set at 85 percent of that amount solely because that is the maximum presently allowed by law. Should the law be changed in this regard, the amount of that representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Reduction and Transmission of Fee

1. Notification

At the beginning of each membership year covered in whole or in part by this Agreement, the Association in conjunction with the Board Secretary will establish a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will submit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The schedule for the deduction of representation fees and the transmission of such fees to the Association will be the same as those used for the deduction and transmission of regular membership dues to the Association.

3. Changes

The Association will notify the Board in writing of any changes in the list provided for in Section C.1 of this article and/or in the amount of representation fee.

4. 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, job titles, and dates of employment for all such employees.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

- A. 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.
- B. Copies of this Agreement may be printed within thirty (30) days after the Agreement is signed by either party at their own cost.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter at the following addresses:
 - 1. If by Association to Board at:
Box 228
Pemberton, New Jersey 08068-0228
 - 2. If by Board to Association:
Box 264
Pemberton, New Jersey 08068

ARTICLE XXV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2010 subject to the Association's rights to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first above written.

PEMBERTON TOWNSHIP EDUCATION ASSOCIATION

President: _____

Negotiations Chair: _____

Date: _____

PEMBERTON TOWNSHIP BOARD OF EDUCATION

President: _____

Secretary: _____

Date: _____

Schedule A

Pemberton Township

Teachers' Salary Guide

Step	2007-2008								
	non	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	45,938	46,638	47,976	49,313	50,651	51,989	53,327	54,664	56,002
2	46,138	46,838	48,176	49,513	50,851	52,189	53,527	54,864	56,202
3	46,234	46,934	48,271	49,609	50,947	52,285	53,622	54,960	56,298
4	46,468	47,168	48,506	49,844	51,181	52,519	53,857	55,195	56,532
5	47,523	48,223	49,561	50,898	52,236	53,574	54,912	56,249	57,587
6	50,764	51,464	52,802	54,140	55,478	56,815	58,153	59,491	60,828
7	53,970	54,670	56,007	57,345	58,683	60,021	61,358	62,696	64,034
8	56,301	57,001	58,339	59,677	61,015	62,352	63,690	65,028	66,365
9	59,429	60,129	61,466	62,804	64,142	65,479	66,817	68,155	69,492
10	63,982	64,682	66,020	67,357	68,695	70,033	71,370	72,708	74,046
11	69,049	69,749	71,086	72,424	73,762	75,100	76,437	77,775	79,113
12	74,116	74,816	76,153	77,491	78,829	80,166	81,504	82,842	84,179

- * An additional \$300 is granted at the start of the school year following the completion of the 9th year of service in Pemberton Township.
- * An additional \$600 is granted at the start of the school year following the completion of the 15th year of service in Pemberton Township.
- * An additional \$200 is granted at the start of the school year following the completion of the 20th year of service in Pemberton Township.
- * An additional \$500 is granted at the start of the school year following the completion of the 25th year of service in Pemberton Township.
- * An additional \$700 is granted at the start of the school year following the completion of the 30th year of service in Pemberton Township.
- * An additional \$1000 is granted at the start of the school year following the completion of the 34th year of service in Pemberton Township.

Schedule A

Pemberton Township

Teachers' Salary Guide

Step	2008-2009								
	non	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	47,077	47,777	49,151	50,524	51,897	53,270	54,643	56,016	57,390
2	47,277	47,977	49,351	50,724	52,097	53,470	54,843	56,216	57,590
3	47,477	48,177	49,551	50,924	52,297	53,670	55,043	56,416	57,790
4	47,718	48,418	49,791	51,165	52,538	53,911	55,284	56,657	58,030
5	48,801	49,501	50,874	52,247	53,620	54,994	56,367	57,740	59,113
6	52,128	52,828	54,201	55,575	56,948	58,321	59,694	61,067	62,440
7	55,418	56,118	57,492	58,865	60,238	61,611	62,984	64,357	65,731
8	57,812	58,512	59,885	61,258	62,631	64,005	65,378	66,751	68,124
9	61,022	61,722	63,095	64,468	65,841	67,215	68,588	69,961	71,334
10	65,696	66,396	67,769	69,142	70,515	71,889	73,262	74,635	76,008
11	70,897	71,597	72,970	74,343	75,716	77,090	78,463	79,836	81,209
12	76,098	76,798	78,171	79,544	80,918	82,291	83,664	85,037	86,410

- * An additional \$300 is granted at the start of the school year following the completion of the 9th year of service in Pemberton Township.
- * An additional \$600 is granted at the start of the school year following the completion of the 15th year of service in Pemberton Township.
- * An additional \$200 is granted at the start of the school year following the completion of the 20th year of service in Pemberton Township.
- * An additional \$500 is granted at the start of the school year following the completion of the 25th year of service in Pemberton Township.
- * An additional \$700 is granted at the start of the school year following the completion of the 30th year of service in Pemberton Township.
- * An additional \$1000 is granted at the start of the school year following the completion of the 34th year of service in Pemberton Township.

Schedule A

Pemberton Township

Teachers' Salary Guide

Step	2009-2010								
	non	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	49,300	50,000	51,400	52,800	54,200	55,600	57,000	58,400	59,800
2	49,500	50,200	51,600	53,000	54,400	55,800	57,200	58,600	60,000
3	49,700	50,400	51,800	53,200	54,600	56,000	57,400	58,800	60,200
4	49,900	50,600	52,000	53,400	54,800	56,200	57,600	59,000	60,400
5	50,100	50,800	52,200	53,600	55,000	56,400	57,800	59,200	60,600
6	53,344	54,044	55,444	56,844	58,244	59,644	61,044	62,444	63,844
7	56,716	57,416	58,816	60,216	61,616	63,016	64,416	65,816	67,216
8	59,169	59,869	61,269	62,669	64,069	65,469	66,869	68,269	69,669
9	62,459	63,159	64,559	65,959	67,359	68,759	70,159	71,559	72,959
10	67,249	67,949	69,349	70,749	72,149	73,549	74,949	76,349	77,749
11	72,580	73,280	74,680	76,080	77,480	78,880	80,280	81,680	83,080
12	77,910	78,610	80,010	81,410	82,810	84,210	85,610	87,010	88,410

- * An additional \$300 is granted at the start of the school year following the completion of the 9th year of service in Pemberton Township.
- * An additional \$600 is granted at the start of the school year following the completion of the 15th year of service in Pemberton Township.
- * An additional \$200 is granted at the start of the school year following the completion of the 20th year of service in Pemberton Township.
- * An additional \$500 is granted at the start of the school year following the completion of the 25th year of service in Pemberton Township.
- * An additional \$700 is granted at the start of the school year following the completion of the 30th year of service in Pemberton Township.
- * An additional \$1000 is granted at the start of the school year following the completion of the 34th year of service in Pemberton Township.

NOTE: there is no Schedule B. Schedule C follows Schedule A.

Schedule C

Extra-Curricular Salary Guide

Event	2007-2008	2008-2009	2009-2010
High School			
Academic Team	\$2,215	\$2,309	\$2,405
Art Club			
Asian Club	\$2,483	\$2,577	\$2,673
Band Assistant	\$3,206	\$3,300	\$3,396
Band Director	\$4,680	\$4,774	\$4,870
Band Movement Technician	\$2,000	\$2,060	\$2,122
Band Parade Director	\$1,849	\$1,904	\$1,961
Band Percussion Technician	\$2,000	\$2,060	\$2,122
Bible Club	\$2,483	\$2,577	\$2,673
Black History Club	\$2,483	\$2,577	\$2,673
Choir Director	\$2,483	\$2,577	\$2,673
Choral Club	\$887	\$981	\$1,077
Computer Club	\$2,483	\$2,577	\$2,673
Debate Club	\$2,483	\$2,577	\$2,673
DECA	\$2,767	\$2,861	\$2,957
Environmental Club	\$2,483	\$2,577	\$2,673
Equipment Manager	\$4,734	\$4,828	\$4,924
FBLA	\$2,767	\$2,861	\$2,957
Freshman Class Advisor	\$2,697	\$2,791	\$2,887
Future Nurses of America	\$2,483	\$2,577	\$2,673
Future Teachers of America	\$2,483	\$2,577	\$2,673
German Club	\$2,483	\$2,577	\$2,673
H.S. Head Guidance Counselor	\$6,493	\$6,587	\$6,683
H.S. Team Facilitator (Academy)	\$3,090	\$3,184	\$3,280
Hockey Sac Club			\$2,673
Honor Society Assistant	\$1,412	\$1,506	\$1,602
Honor Society Head	\$2,483	\$2,577	\$2,673
HOSA	\$2,767	\$2,861	\$2,957
Interact Club	\$2,483	\$2,577	\$2,673
JROTC Color Guard/Raider Team	\$2,483	\$2,577	\$2,673
JROTC Drill/Rifle Team Advisor	\$2,483	\$2,577	\$2,673
Junior Class Advisor	\$3,458	\$3,552	\$3,648
Just Dance	\$2,483	\$2,577	\$2,673
Lead Security Monitors	\$1,030	\$1,124	\$1,220
Majorette Assistant	\$1,921	\$2,015	\$2,111
Majorette Head/Winter Guard	\$2,912	\$3,006	\$3,102
Mat Attendants	\$1,947	\$2,041	\$2,137
Math Team	\$2,483	\$2,577	\$2,673
Morning Buzz Radio Show			\$2,673
Newspaper	\$2,885	\$2,979	\$3,075

Schedule C

Extra-Curricular Salary Guide (continued)

Event	2007-2008	2008-2009	2009-2010
Parade Director	\$1,867	\$1,961	\$2,057
Pemberton Global Citizens			\$2,673
Play Art Director	\$1,761	\$1,855	\$1,951
Play Business Director	\$2,397	\$2,491	\$2,587
Play Choreographer	\$1,394	\$1,488	\$1,584
Play Director	\$3,389	\$3,483	\$3,579
Play Musical Director	\$1,761	\$1,855	\$1,951
Play Set Construction Director	\$1,519	\$1,613	\$1,709
Play Stage Manager	\$916	\$1,010	\$1,106
Play Technical Assistant	\$674	\$768	\$864
Play Vocal Director	\$1,761	\$1,855	\$1,951
Renaissance Club	\$2,483	\$2,577	\$2,673
Robotics	\$2,483	\$2,577	\$2,673
Senior Class Advisor	\$3,458	\$3,552	\$3,648
Sewing and Tech Design	\$2,483	\$2,577	\$2,673
Silent Sting Cub	\$2,483	\$2,577	\$2,673
Sophomore Class Advisor	\$2,697	\$2,791	\$2,887
Spanish Club	\$2,483	\$2,577	\$2,673
Student Council	\$3,849	\$3,943	\$4,039
Teen Pep-Advisors (2)	\$2,108	\$2,202	\$2,298
Teen Pep-Coordinator	\$1,465	\$1,559	\$1,655
Ticket Manager	\$3,796	\$3,890	\$3,986
Treasurer	\$6,662	\$6,756	\$6,852
VICA	\$2,275	\$2,369	\$2,465
Video Game History Club			\$2,673
Weight Club	\$1,042	\$1,136	\$1,232
WHY Advisor	\$2,483	\$2,577	\$2,673
Yearbook Assistant	\$4,046	\$4,140	\$4,236
Yearbook Business	\$4,046	\$4,140	\$4,236
Yearbook Head	\$5,130	\$5,224	\$5,320
Middle School			
African American Studies	\$2,386	\$2,480	\$2,576
Battle of the Books	\$2,386	\$2,480	\$2,576
Cheerleading	\$2,002	\$2,096	\$2,192
Chess Club	\$2,386	\$2,480	\$2,576
Choral Club	\$2,386	\$2,480	\$2,576
Head Intramural	\$4,866	\$4,960	\$5,056
Home Economics Club	\$2,386	\$2,480	\$2,576
Instrumental Music Club	\$2,386	\$2,480	\$2,576

Schedule C

Extra-Curricular Salary Guide

(continued)

Event	2007-2008	2008-2009	2009-2010
Interscholastic Assistant Coach	\$1,901	\$1,995	\$2,091
Interscholastic Coach	\$2,520	\$2,614	\$2,710
Intramural Coach	\$1,593	\$1,687	\$1,783
Lead Security Monitors	\$1,030	\$1,124	\$1,220
Music/Theater Arts Co-Director	\$2,475	\$2,569	\$2,665
Newspaper Club	\$2,386	\$2,480	\$2,576
Peer Mediation	\$2,386	\$2,480	\$2,576
Public Relations Club	\$2,386	\$2,480	\$2,576
Rogate/Model Congress	\$2,386	\$2,480	\$2,576
Spanish Club	\$2,386	\$2,480	\$2,576
Student Council	\$2,655	\$2,749	\$2,845
Supply Distribution Clerk	\$3,445	\$3,549	\$3,655
Team Facilitators – MS	\$2,060	\$2,122	\$2,185
Treasurer	\$1,983	\$2,077	\$2,173
Woodshop Club	\$2,386	\$2,480	\$2,576
Yearbook	\$2,386	\$2,480	\$2,576
Elementary			
African American Club (Haines)	\$1,590	\$1,684	\$1,780
Safety	\$1,590	\$1,684	\$1,780
Theater Arts/Drama Club	\$1,590	\$1,684	\$1,780
District			
Hourly Rate *			
SLC Teacher	\$20.60	21.22	21.85
SLC Support Staff	\$10.30	10.61	10.93
Teacher	\$36.10	37.18	38.30

- * Curriculum Development, Band Camp, Summer School, Workshop Rate, Alternative School, Home Instruction, After School Detention, Tutoring

Schedule D

Coaches' Salary Guide

	Activity	2007-2008	2008-2009	2009-2010
Group 1				
	Football Head	\$7,372	\$7,466	\$7,562
	Football Assistant	\$5,414	\$5,508	\$5,604
Group 2				
	Wrestling Head	\$7,157	\$7,251	\$7,347
	Wrestling Assistant	\$5,189	\$5,283	\$5,379
	Basketball Head (B & G) Head	\$7,157	\$7,251	\$7,347
	Basketball (B & G) Assistant	\$5,189	\$5,283	\$5,379
Group 3				
	Baseball Head	\$6,200	\$6,294	\$6,390
	Baseball Assistant	\$4,771	\$4,865	\$4,961
	Softball Head	\$6,200	\$6,294	\$6,390
	Softball Assistant	\$4,771	\$4,865	\$4,961
	Soccer (B & G) Head	\$6,200	\$6,294	\$6,390
	Soccer (B & G) Assistant	\$4,771	\$4,865	\$4,961
	Field Hockey Head	\$6,200	\$6,294	\$6,390
	Field Hockey Assistant	\$4,771	\$4,865	\$4,961
Group 4				
	Spring Track (B & G) Head	\$6,075	\$6,169	\$6,265
	Spring Track (B & G) Assistant	\$4,673	\$4,767	\$4,863
Group 5				
	Winter Track Head	\$5,505	\$5,599	\$5,695
	Winter Track Assistant	\$4,175	\$4,269	\$4,365
	Cross Country Head	\$5,505	\$5,599	\$5,695
	Cross Country Assistant	\$4,175	\$4,269	\$4,365
	Swimming Head	\$5,505	\$5,599	\$5,695
	Swimming Assistant	\$4,175	\$4,269	\$4,365
	Cheerleading Head - Fall	\$3,470	\$3,517	\$3,565
	Cheerleading Head - Winter	\$3,470	\$3,517	\$3,565
	Cheerleading Assistant - Fall	\$2,800	\$2,847	\$2,895
	Cheerleading Assistant - Winter	\$2,800	\$2,847	\$2,895
	Bowling Head	\$5,505	\$5,599	\$5,695
	Tennis (B & G) Head	\$5,505	\$5,599	\$5,695
	Tennis Assistant	\$4,175	\$4,269	\$4,365
	Golf Head	\$5,505	\$5,599	\$5,695

Schedule D

Coaches' Salary Guide
(continued)

	Activity	2007-2008	2008-2009	2009-2010
	Athletic Trainer			
	Fall	\$7,344	\$7,438	\$7,534
	Winter (part-time)	\$3,672	\$3,766	\$3,862
	Spring (part-time)	\$3,672	\$3,766	\$3,862
	Sports - Per Event	\$37	\$38	\$40

Schedule E

Custodians' Salary Guide

Step	2007-2008	2008-2009	2009-2010
1	23,297	24,067	26,100
2	23,497	24,267	26,600
3	23,964	24,467	27,200
4	25,191	25,720	27,839
5	26,749	27,310	28,039
6	27,747	28,329	29,086
7	29,254	29,868	31,047
8	31,488	32,149	33,007
9	33,850	34,561	35,483
10	36,212	36,972	37,959
11	38,821	39,636	40,694
12	43,017	43,920	45,093

Extra Per Month Head Custodians	07-08	08-09	09-10
High School, Helen Fort, Newcomb and Crichton	458	458	458

Others and Night Foreman at the High School and Helen Fort	296	296	296
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Extra Per Year	07-08	08-09	09-10
Black Seal	268	268	268
Black Seal - Head Custodians	369	369	369
Elementary Night Person in Charge	146	146	146

Longevity: Continuous Years of Service in District

	07-10
After 9 years	300
After 14 Years	400
After 20 years	900
After 25 years	1400
After 30 years	2100
After 34 years	3100

Schedule F

Maintenance/TV Technician Salary Guide

Step	2007-2008	2008-2009	2009-2010
1	46,227	47,198	48,458
2	47,151	48,141	49,426
3	48,094	49,104	50,415
4	49,055	50,085	51,423
5	50,828	51,895	53,281
6	52,600	53,705	55,139
7	54,373	55,514	56,997

	07-08	08-09	09-10
Black Seal	369	369	369

TV Technician Stipend: \$5,269 (2007 – 2010)

NOTE: Stipend is for AV repairs
Plus 30-Day Flex Schedule (10 per season - fall, winter, spring)

Longevity: Continuous Years of Service in District

	07-10
After 9 years	300
After 14 Years	400
After 20 years	900
After 25 years	1400
After 30 years	2100
After 34 years	3100

Schedule G

Groundskeepers' Salary Guide

Step	2007-2008	2008-2009	2009-2010
1	21,576	22,690	24,442
2	21,776	22,890	24,642
3	21,976	23,090	24,842
4	22,176	23,290	25,042
5	22,376	23,490	25,242
6	23,688	23,690	25,442
7	25,000	25,002	25,642
8	26,312	26,314	26,988
9	27,623	27,626	28,333
10	28,935	28,938	29,679
11	30,247	30,250	31,024
12	31,559	31,562	32,370

Longevity: Continuous Years of Service in District

07-10

After 9 years	300
After 14 Years	400
After 20 years	900
After 25 years	1400
After 30 years	2100
After 34 years	3100

Schedule H

Cafeteria Workers' Salary Guide

Step	2007-2008		2008-2009		2009-2010	
	Post-1995	Pre-1995	Post-1995	Pre-1995	Post-1995	Pre-1995
1	13,900	24,800	14,500	25,800	15,300	26,800
2	14,200	25,300	14,800	26,200	15,600	27,100
3	14,500	25,800	15,100	26,600	15,900	27,500
4	14,800	25,900	15,400	27,000	16,100	28,000
5	15,000	26,100	15,650	27,300	16,300	28,400
6	15,300	26,700	15,900	27,900	16,700	28,750
7	15,600	27,100	16,200	28,200	17,100	29,300
8	16,000	27,800	16,600	29,000	17,500	30,000
9	17,785	28,949	18,000	30,811	18,600	31,800
10	17,985	29,696	20,818	31,011	21,889	32,100
11	18,185	29,696	21,018	31,011	22,089	32,562
12	18,385	29,696	21,218	31,011	22,289	32,562
13	20,510	29,696	21,418	31,011	22,489	32,562

Extra Per Month	07-08	08-09	09-10
Head Cafeteria Worker at High School, Helen Fort and Newcomb	210	210	210
All Others	158	158	158
Second Cafeteria Worker at High School, Helen Fort and Newcomb	62	62	62
Receiving Cook	23	23	23
All Others	42	42	42

Longevity: Continuous Years of Service in District

	07-10
After 9 years	300
After 14 Years	400
After 20 years	900
After 25 years	1400
After 30 years	2100
After 34 years	3100

Schedule I

Secretaries' Salary Guide

Step	2007-2008			
	2-12	3-11	3-12	4-12
1	27,831	26,258	28,234	28,810
2	28,024	26,440	28,430	29,010
3	28,233	26,637	28,642	29,226
4	28,441	26,833	28,853	29,442
5	28,893	27,260	29,311	29,910
6	28,893	27,260	29,311	29,910
7	29,130	27,483	29,552	30,155
8	29,436	27,773	29,863	30,472
9	30,831	29,088	31,278	31,916
10	32,175	30,356	32,641	33,307
11	34,795	32,828	35,299	36,019
12	37,415	35,300	37,957	38,732
13	40,035	37,772	40,615	41,444
14	42,655	40,244	43,273	44,156
15	46,217	43,605	46,887	47,844

Step	2008-2009			
	2-12	3-11	3-12	4-12
1	29,091	27,447	29,513	30,115
2	29,285	27,629	29,709	30,315
3	29,478	27,812	29,905	30,515
4	29,695	28,016	30,125	30,740
5	30,167	28,462	30,604	31,229
6	30,414	28,695	30,855	31,485
7	30,414	28,695	30,855	31,485
8	30,735	28,997	31,180	31,816
9	32,190	30,371	32,657	33,323
10	33,593	31,695	34,080	34,776
11	36,239	34,276	36,856	37,608
12	39,065	36,857	39,631	40,440
13	41,800	39,438	42,406	43,272
14	44,536	42,019	45,181	46,103
15	48,255	45,528	48,955	49,954

Schedule I

Secretaries' Salary Guide
(continued)

Step 08-09	Step 09-10	2009-2010			
		2-12	3-11	3-12	4-12
1-2	1	30,746	29,008	31,191	31,828
3	2	30,939	29,190	31,387	32,028
4	3	31,431	29,654	31,886	32,537
5	4	31,689	29,878	32,148	32,804
6-7	5	32,022	30,212	32,486	33,149
8	6	33,539	31,643	34,025	34,720
9	7	35,001	33,023	35,508	36,233
10	8	37,851	35,712	38,400	39,183
11	9	40,701	38,401	41,291	42,134
12	10	43,552	41,090	44,183	45,085
13	11	46,915	44,263	47,594	48,566
14-15	12	50,277	47,436	51,006	52,047

Longevity: Continuous Years of Service in District

07-10

After 9 years	300
After 14 Years	500
After 20 years	1000
After 25 years	1500
After 30 years	2200
After 34 years	3200

Classifications for Secretaries

Classification

- 2 a. Print Material Aide

- 3 a. Attendance Secretary - High School
b. Secretary to Asst. High School Principal
c. High School Guidance Secretaries
d. Child Study Team Secretaries
e. Secretary to Supervisor - Child Study Team
f. Secretary - Federal-State Programs/Title I
g. Secretary - Elementary & Secondary Curriculum
h. Central Calling Secretary
i. Secretary to Cafeteria Supervisor
j. Secretary in Office where Head Secretary is a Class 4
k. Volunteer Program Secretary/Asst. to Guidance Secretary
l. Food Service Secretary
m. Secretary to Assistant Middle School Principal
n. Middle School Guidance Secretary
o. Secretary to Computer Services
p. Secretary to District Registration/Affirmative Action
q. Secretary to Maintenance/Grounds
r. Secretary to Computer Services Directors

- 4 a. Secretary to Director of Instructional Services
b. Secretary to Director of Student Personnel Services
c. Secretary to High School Principal
d. Secretary to Transportation Coordinator
e. Secretary to Director of Media Services
f. Secretary to Principal of Adult Education
g. Secretary to Middle School Principal
h. Secretary to Elementary Principal
i. Secretary to Director of Early Childhood

Schedule J

Aides', Teaching Assistants', Security Monitors' Salary Guide

Step	2007-2008		
	Health/Library	TA	Classroom
1	20,254	25,890	17,769
2	20,767	26,090	17,969
3	21,280	26,290	18,178
4	21,794	26,490	18,387
5	21,994	26,690	18,595
6	22,194	26,890	18,595
7	23,444	27,090	18,595
8	23,444	29,140	18,595
9	23,444	31,469	18,595

Step	2008-2009		
	Health/Library	TA	Classroom
1	21,406	27,500	18,636
2	21,885	28,985	18,836
3	22,364	29,470	19,036
4	22,842	31,955	19,255
5	23,042	32,155	19,473
6	23,242	32,355	19,473
7	24,550	32,555	19,473
8	24,550	32,755	19,473
9	24,550	32,955	19,473

Step	2009-2010		
	Health/Library	TA	Classroom
1	22,558	29,500	20,000
2	23,421	30,753	20,200
3	24,284	32,006	20,400
4	25,146	33,360	20,600
5	25,346	33,560	20,800
6	25,546	33,760	20,800
7	25,746	33,960	20,800
8	25,746	34,260	20,800
9	25,746	34,560	20,800

Schedule J

Aides', Teaching Assistants', Security Monitors' Salary Guide
(continued)

Security Monitors			
Step	2007-2008	2008-2009	2009-2010
1	24,550	25,700	27,000
2	25,300	26,500	28,000
3	25,700	27,000	28,400
4	26,300	27,500	28,900
5	26,500	28,000	29,300
6	26,890	29,000	30,500
7	27,090	32,555	33,960
8	29,140	32,755	34,260
9	31,469	32,955	34,560

Security System Operator			
	2007-2008	2008-2009	2009-2010
	35,847	45,038	47,245

July 1, 2008 – became a 12-month employee.

Health, Library and Classroom Aides (excluding Teaching Assistants) and Security Monitors who receive sixty (60) college credits or Early Childhood Education Credentials and Certification from an accredited college or university shall receive a \$250 increase in their base salary. All Aides, including Teaching Assistants, who receive a Bachelor's degree shall receive a \$250 increase in their base salary. To receive credit, application must be made per district policies and procedures.

	Aides	Security Monitors	Teaching Assistants
Stipend	\$250	\$250	n/a
Requirement	60 credits or ECE credentials	60 credits or ECE credentials	
Stipend	\$250	\$250	\$250
Requirement	Bachelor's Degree	Bachelor's Degree	Bachelor's Degree

Schedule J

Aides', Teaching Assistants', Security Monitors' Salary Guide

(continued)

Longevity: Continuous Years of Service in District

07-10

After 9 years	300
After 14 Years	500
After 20 years	1000
After 25 years	1500
After 30 years	2200
After 34 years	3200

Workshops: Classroom Aides will receive an hourly rate of \$15.45, 2007 – 2010.

Specialized Aides will receive a stipend of \$830. This will be pro-rated per month with no less than a one-month block of time (\$83 per month).

PEMBERTON TOWNSHIP EDUCATION ASSOCIATION

CONSTITUTION

ARTICLE I

NAME AND INCORPORATION

Section 1

The name of the organization shall be Pemberton Township Education Association, hereafter referred to as the Association.

Section 2

It is incorporated as a non-profit corporation under Title 15, Sections 1-12 of Revised Statutes of the State of New Jersey.

ARTICLE II

AFFILIATION

The Association shall be an affiliation of the Burlington County Education Association, the New Jersey Education Association and the National Education Association.

ARTICLE III

PURPOSES

Section 1

To work for the welfare of students, the advancement of education, and the improvement of instructional opportunities for all.

Section 2

To unify and strengthen school staff so as to enable members to speak with a common voice on all matters of mutual concern and to represent individual and common interests of members before the Board of Education and other legal authorities.

Section 3

To promote the general welfare of the school district, to advance standards, and to establish and maintain good community relations.

Section 4

To develop and promote a continuing program to secure and maintain better employment benefits, uniform practices, sound retirement systems and improvements in terms and conditions of employment.

Section 5

To represent its members and other employees in negotiations and grievances with the School Board and all matters of compensation and all other terms and conditions of employment.

Section 6

To form a representative body to speak with authority for the members.

ARTICLE IV

MEMBERSHIP

Section 1

Active membership in the Association shall be open to any person employed in the Pemberton Township Public District as a teacher, as defined in Article I: recognition of the current contract, classroom aides, teaching assistants, security monitors, library aides, health aides, secretaries, cafeteria workers, cafeteria clerks, custodians, groundskeepers or maintenance persons.

Section 2

Membership shall be continuous until the member leaves the school district, resigns from the Association, or fails to pay the membership dues.

Section 3 - Honorary Members

Honorary membership may be conferred upon members of the teaching profession or other persons for distinguished services to education and the profession.

Honorary members shall enjoy all the privileges of the Association except those of voting and holding office and shall be exempt from payment of dues.

Section 4 - Retired Members

Active Members upon retirement may continue to enjoy all rights and services of active members except the right to vote and the right to be elected to office by payment of the annual dues as a retired member. Furthermore, any workshop that permits retirees to attend will be at their own expense.

Section 5 - Rights of Membership

- a. Every active member shall have the equal rights and privileges within the organization to nominate candidates for office; to vote in elections or on referenda of the Association; to attend membership meetings; to participate in the deliberations and voting upon the business of such meetings.
- b. Every member shall have the right to meet and assemble fully with other members; to express any views, arguments or opinions; to express views at meetings upon candidates in an election of the Association or upon business properly brought before the meeting.
- c. No member shall be fined, suspended, expelled or otherwise disciplined except for non-payment of dues without being served with specific written charges and given a reasonable time in which to prepare a defense which may be asserted at a full and fair hearing.

ARTICLE V

OFFICERS

Section 1

The Officers of the Association shall consist of a President, five (5) Vice-Presidents, a Corresponding Secretary, a Recording Secretary and a Treasurer.

Section 2

Two (2) Vice Presidents shall be a certificated staff member (one-Secondary & one Elementary), one (1) shall be an aide (Teaching Assistant, Library, Health, Classroom Aide or Security Monitor), one (1) shall be a secretary or cafeteria clerk, one (1) shall be a cafeteria worker, custodian, maintenance person or groundskeeper. If four candidates for the Vice- Presidencies cannot be found according to these guidelines, three (3) or four (4) Vice-Presidents shall be elected.

Section 3

The officers shall be elected on May 15 or the first school day thereafter and be installed July 1 for a term of 2 years (consecutive terms).

Section 4

Officers and Representatives of the Association shall serve their terms as long as they satisfactorily perform the duties of their office. Where an officer is guilty of misconduct, such officer may be removed for cause (shown after notice and a hearing) and by a majority vote of the members of the Association.

- a. Recommendation of recall can be made by the submission of a petition containing the signatures of 50 percent of the membership to the Executive Committee.
- b. The Executive Committee shall notify, in writing, any officer who has been recommended for recall.
- c. Any officer may appeal in writing to the Executive Committee.
- d. The Executive Committee shall schedule hearings, whenever necessary, to review the recommendations of recall of an officer.
- e. The report of those hearings shall be made available to the membership.
- f. A general membership meeting shall be called two weeks after the issuance of the report.
- g. Such recall shall be determined by a majority vote of the membership in attendance at said meeting.

Section 5

Nothing in this Article shall be construed as precluding officers from succeeding themselves in office, if duly elected.

Section 6

In the event of a vacancy in the office of the President, the Representative Council shall elect one (1) of the Vice-Presidents to serve as President until the next regular election.

Section 7

Those in paid positions shall attend all scheduled meetings unless previously excused by the President. A total of three (3) unexcused absences will result in recall as provided in Article V; Section 4.

ARTICLE VI

EXECUTIVE COMMITTEE

Section 1

The Executive Committee shall consist of:

- a. The officers of the Association;
- b. All (appointed) chairpersons of standing committees.

Section 2

The Executive Committee shall be the Executive authority of the Association.

ARTICLE VII

REPRESENTATIVE COUNCIL

Section 1

The policy-forming body of the Association shall be the Representative Council.

Section 2

The Representative Council shall consist of the Executive Committee and two or more other elected representatives from each school.

Section 3

- a. In each school building in Pemberton Township Public School District, those persons who are members of this Association shall elect for a term of two years one representative to the Representative Council for every fifteen members or major fraction thereof. In each building, there shall be a minimum of one (1) Supportive Staff representative.
- b. There shall be at least two representatives from each building: one (1) certificated member and one (1) supportive staff member.
- c. If there are no interested candidates for these positions according to these guidelines, building representatives shall be elected without regard to job category.
- d. One (1) "at large" representative will be selected by those members who are not attached to a school building.
- e. The Association shall strive for ethnic minority representation on its Representative Council.
- f. Elections shall be held on or before September 15 and Building Representatives shall assume office at the September meeting of the Representative Council.

Section 4

The Building Representatives, or designee, shall call meetings of the Association members within their buildings to discuss Association business, appoint such building committees as the Association may require, organize, and oversee the subsequent election of representatives, the enrollment of members, and two-way Association communication within the building.

Section 5

Any member of the Association who is not a member of the Representative Council may attend meetings, shall sit apart from the voting body, but may receive permission to speak.

ARTICLE VIII

AMENDMENTS

The Representative Council may adopt amendments to this Constitution by a two-thirds majority of those voting at any regular meeting of the Representative Council provided that the amendments had been introduced at the preceding regular meeting of the Representative Council, and that copies of the proposed amendments have been immediately distributed to members of the Council for faculty discussion.

BY-LAWS

ARTICLE I

MEETINGS

Section 1 - Executive Committee

The Executive Committee shall meet on the 2nd Monday of each month, at the call of the President, or at the request of any 3 members of the committee. These meetings will be scheduled to begin no earlier than 4:15 p.m.

Section 2 - Representative Council

- a. The Representative Council shall meet September, October, November, January, February, March, April, May, and June. The Executive Committee shall prepare the agenda for each meeting and shall circulate it to all members of the Council so that the Representatives have time to discuss it with faculty members in advance of the Council meetings. Any Association member who wishes to include items on the agenda must submit them in writing to the Executive Committee. These meetings shall begin no earlier than 4:15 p.m.
- b. Special meetings of the Representative Council may be held at the call of the President or upon the written request to the Executive Committee of 25 percent of the Representatives. Business to come before special meetings shall be

limited to items stated in the call, which shall be sent in writing to each Representative.

Section 3 - General Membership Meetings

The Executive Committee shall arrange General Membership Meetings.

- a. Special Meetings of the membership may be called by the President, or upon request of 25% of the members for a specific purpose. No business other than that for which the meeting is called may be transacted.
- b. At least one week prior to each general membership meeting, the Secretary shall notify all members of the time and place of said meeting.

Section 4 - The order of business at any Representative Council or regular General Membership meeting shall be as follows:

- a. Call to Order;
- b. Officers' Reports;
- c. Reports of Standing Committees;
- d. Reports of Special Committees;
- e. Old Business;
- f. New Business;
- g. Building Representatives;
- h. Adjournment.

Section 5

A transition meeting of outgoing and newly elected officers shall be held before the end of the school year.

ARTICLE II

QUORUM

Section 1

A majority of the Executive Committee members shall constitute a quorum for the Executive Committee meetings.

Section 2

A majority of the Representative Council members shall constitute a quorum for the Representative Council meetings.

Section 3

The members present shall constitute a quorum for the General Membership meetings.

ARTICLE III

POWERS AND DUTIES OF THE OFFICERS

Section 1 – President

The President shall:

- a. preside over all meetings of the Executive Committee, Representative Council and General Membership;
- b. appoint the chairperson and members of all standing committees, and special committees for a term of one year with the approval of the Executive Officers.
- c. recommend the removal of the chairperson and/or members of all standing committees with the approval of the Executive Officers;
- d. recommend to create, or dissolve a standing committee with the approval of the Executive Officers;
- e. be ex-officio member of all committees;
- f. with the Treasurer, sign all orders drawn upon the treasury for which a voucher has been submitted;
- g. represent the Association before the public either personally or through a designated representative;
- h. perform all other functions usually attributed to the office;
- i. appoint one (1) vice-president to assume the duties of the President in his/her absence.
- j. appoint one (1) chairperson of the Negotiating Committee.
- k. shall be a delegate to the NEA/RA in accordance with NEA election rules.

Section 2 - Vice-President

The Vice-President shall:

- a. assume the duties of the President in his/her absence if appointed by the President, as provided in Article III, Section 1:g of the By-Laws;
- b. become President whenever the presidency becomes vacant as provided for in Article V, Section 6 of the Constitution;
- c. serve on the Negotiating team;
- d. be an ex-officio member of Grievance and Liaison committees as a consultant when a concern arises;
- e. make a report at each rep council meeting;
- f. act as a liaison to the administration as designated representative of the Association with the approval of the President.

Section 3 - Corresponding Secretary

The Corresponding Secretary shall:

- a. be responsible for handling all correspondence for the Association;
- b. be directed by the President and Executive Committee, to carry on the affairs of the Association.

Section 4 - Recording Secretary

The Recording Secretary shall:

- a. keep accurate minutes of all the Executive Committee, Representative Council, and General Membership meetings;
- b. shall maintain the official files;
- c. distribute minutes to all members within ten (10) days following the Representative Council and General membership meetings;
- d. distribute copies of all proposed amendments to the Constitution as prescribed in Article VIII of the Constitution;
- e. prepare and distribute the agenda for Representative Council meetings.

Section 5 – Treasurer

The Treasurer shall:

- a. be responsible for collection of all dues;
- b. deposit all monies in the bank, in the name of the Association;

- c. notify NJEA the name of bank in which Association monies are deposited;
- d. hold the funds of the Association and disburse them accordingly upon submission of vouchers approved by the President;
- e. sign all checks along with the President;
- f. report at each meeting of the Executive & Representative Council;
- g. prepare an annual financial statement which shall be distributed to Executive & Representative Council;
- h. file the appropriate Federal and State forms;
- i. review the verification form from NJEA/NEA monies collected from PTEA members and shall distribute to appropriate PTEA accounts;
- j. serve on the Budget Committee;
- k. insure recipient of check is not a signature on check.

Section 6 - Vacancies

When any Executive office becomes vacant between elections, the President shall appoint a replacement with the approval of the Representative Council.

Section 7 - Payment of Officers

The officers shall be paid as follows for serving one-year, contingent upon attendance and completion of their duty, as per Article 5, payment to be made in June:

President, if not full-time release (In the event a non-certificated member becomes president, he/she shall be paid no less than the current teacher BA scale with credit for years of service in Pemberton. This change will take effect after the next officer's election.)	\$7,500
Vice Presidents	1,500
Treasurer	2,100
Recording Secretary	900
Corresponding Secretary	600
Chairperson of Negotiations (additional)	500
Negotiating Team Members (9) ** (If chairperson is not a Vice President, 10 will serve on team)	1,000
Recording Secretary for Negotiating Team	1,000
Statistician for Negotiating Team	1,375

Insurance Representative (if not part of team) 1,000

** \$1,333 if continued until October of Contract Year
1,666 if continued until December of Contract Year
2,000 if continued until February of Contract Year

Standing Committee Chairpersons

Membership	\$2,025
Grievance (up to 3 chairs)	1,250
Liaison	600
Legislative	600
Community Relations/Pride	600
Minority Involvement/Human Relations	600
Election (per election, not to exceed \$600)	200
Insurance	750
PAC	600
Webmaster	600
Communicator Publisher (per issue, not to exceed \$600)	100
Constitution and By-Laws	600
Parliamentarian	300
Health and Safety Chairperson	600

All Head Building Reps will be paid \$15 for attending the monthly Rep Council meeting.

ARTICLE IV

POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE

Section 1

The Executive Committee shall:

- a. be responsible for the management of the Association;
- b. authorize all expenditures within the limits of the budget;
- c. by a two-thirds vote authorize the spending of money for non-budget items not to exceed \$500 in any one case. Disbursements in excess of \$500 must have the approval of a majority of the Representative Council;
- d. propose policies for consideration by the Representative Council but not amend or set policy;
- e. execute policies established by the Representative Council;

- f. report to the members its transactions and those of the Representative Council;
- g. set the agenda for the Representative Council and all General Membership meetings.

ARTICLE V

POWERS AND DUTIES OF THE REPRESENTATIVE COUNCIL

Section 1

The Representative Council shall:

- a. approve the budget;
- b. set the dues for the Association;
- c. act on reports of the Committees;
- d. establish the policies of the Association;
- e. adopt rules for governing the conduct of meetings as are consistent with this Constitution and By-Laws.

Section 2

Powers not delegated to the Executive Committee, the officers or other groups in the Association shall be vested in the Representative Council.

ARTICLE VI

COMMITTEES

Section 1 - Structure

There shall be standing committees carrying the specific functions listed in Section 4.

Section 2 - Meetings

Each standing committee shall meet at the call of the chairperson.

Section 3 – Reports

Chairpersons shall report as necessary to the Representative Council and shall prepare an annual written report as appropriate which shall become part of the Association's file (since reports are required by law or NJEA).

Section 4 - Committee title and duties

- a. the Negotiations Committee shall survey the members and prepare a proposed package subject to approval of the Representative Council to be negotiated with the Board of Education by the Association's negotiating team in all areas of member welfare and general working conditions;
- b. the Negotiations Committee shall consist of the Vice-Presidents, provided for in Article V, Section 1 and 2 of the Constitution and four (4) others they select, as approved by the Representative Council;
- c. should new officers be elected during negotiations the sitting team will continue negotiations to conclusion. The newly elected president and vice presidents shall serve as part of the team for observation and opinion only. The past President shall remove them self from the process;
- d. the Grievance Committee shall explore and prepare programs for securing satisfactory policies and procedures for the redress of grievances. It shall process all grievances filed in accordance with the Agreement and policies adopted by the Association. It shall advise the Executive Committee in situations involving the defense of individual rights;
- e. the Membership Committee shall organize and conduct membership enrollment. Its members shall attempt to enroll new employee staff and former non-members. It shall communicate with members to return by direct mail any corrections in their status or address after receiving their annual membership cards in the mail;
- f. the Public Relations Committee shall seek to develop public understanding of the purposes and programs of the Association. It shall develop procedures by which the Association can present material through newspapers, radio, television and other mass media and work cooperatively with the public in civic, fraternal and social organizations. This committee shall be responsible to keep the general membership informed of Association action through newsletters and flyers;
- g. the Legislative Committee shall have broad concern for state and national legislation affecting the interest of the Association. It shall inform members about newly proposed and enacted legislation related to their interest, promote activities leading to the passage of desirable legislation, encourage members to exercise their responsibility to vote and their right to participate in political activity;
- h. the Liaison Committee shall meet with the Representatives of the Board of Education to discuss problems of mutual concern in accordance with Article VIII of present Agreement;
- i. the Community Relations/Pride Committee shall act as a liaison between the Association and parent and community groups. It shall report to the Executive

Committee on recommendations to promote community and Association relations. It shall coordinate and oversee Pride Projects;

- j. the Minority Leadership & Recruitment Committee shall encourage minority members to become active in Association work at all levels of the united profession. It shall promote human relations through recommendations made to the Executive Committee on membership training on topics related to but not limited to cultural diversity, racial diversity, gender diversity and sexual orientation;
- k. the Insurance Committee shall liaison with the Board and the contracted insurance carriers to assure compliance of contracted benefits.;
- l. the Election Committee shall facilitate all district wide elections and ratifications in accordance with the rules set forth in Article VIII;
- m. PAC Committee shall monitor board and township meetings and report to the Association any relative information on local or board decisions impacting on PTEA membership. The committee will hold an annual forum for school board candidates and if appropriate recommend candidates for seats on the board of education. They shall support the passage of the annual school budget;
- n. Constitution & By-Laws Committee will meet to consider recommendations for changes of the PTEA Constitution & ByLaws. The committee will then present recommendations to Executive Council and Representative Council for consideration and approval;
- o. the Budget Committee shall develop, present and oversee the Annual Budget. They shall meet no less than 4 times a year. The Proposed Budget for the following year shall be presented to the Executive Committee at the May meeting. Budget Committee will include the President, the Treasurer and three appointed individuals;
- p. Health and Safety Committee shall consist of a representative from each location. They will meet to discuss the overall health and safe environment of each worksite location and report any recommendations for the Executive and Representative Council to address.

ARTICLE VII

SPECIAL COMMITTEES

Each year the President shall appoint an Election Committee, a Contract Ratification Committee, a Budget Committee and such other special committees as may be

necessary and shall disband them upon completion of their duty. All special committees shall operate according to rules approved by the Representative Council. No officer shall serve on the Audit, Contract Ratification, or Election Committee.

Each year the President shall authorize the Treasurer to obtain a certified Public Account as Auditor. A copy of the audit shall be sent to NJEA and shall become part of the Association's permanent record.

ARTICLE VIII

ELECTIONS

Section 1 - Nominations

- a. the Active members of the Association in each building during the months of March - April may nominate a candidate for President, the five (5) Vice-Presidents (two certificated, one aide, one secretary and one cafeteria worker, custodian, grounds or maintenance person), Recording Secretary, Corresponding Secretary, and Treasurer. The Building Representative shall deliver all nominations in writing to the Elections Committee;
- b. the Committee on Elections shall report all nominations to the Representative Council at the April meeting. Members of the Council may nominate other candidates from the floor;
- c. on May 15, or the first school day thereafter, members shall vote for officers by secret ballot, in accordance with procedures outlined by the Committee on Elections;
- d. voting shall be held for at least one half (1/2) hour prior to the students' day and one half (1/2) hour after the close of the students' day in each building. Exceptions to these procedures may be approved by the election's chair.

Section 2 - Election Committee Responsibilities

The Election Committee shall consist of at least four (4) members appointed by the President. The President will appoint the chairperson. If volunteers are available, there will be one member from each unit.

The election chair shall:

- a. ensure that all election committee members meet to review the elections rules;
- b. maintain possession of the ballot box keys for the duration of the election;
- c. upon conclusion of the election, ballot boxes shall remain at the PTEA office.

The responsibilities of the Election Committee shall be to:

- a. collect nominations for the ballot. All nominations to be placed on the ballot must be submitted no later than the end of the April Representative Council meeting;
- b. prepare ballots (position on the ballot will be determined by the Election Committee with a random drawing);
- c. publish rules of election;
- d. distribute sample ballots to each school;
- e. print the ballots;
- f. distribute ballots and ballot boxes;
- g. provide absentee ballots for members who will be absent on the day of election. Absentee balloting shall take place at the school of the election chairperson prior to the formal election. A sign-in sheet, ballot and a sealed box shall be provided;
- h. accept sealed ballot boxes from election representatives from each building;
- i. count ballots;
- j. validate ballots and report alleged irregularities to chair;
- k. determine the winner in each category by simple majority of votes;
- l. release official results to the Association members on the next school day.

Section 3 – Ballots

- a. ballots used in the general election of officers must be standard in size, type and color;
- b. each ballot must indicate the following:
“Any irregularities shall be reported to the Election Committee Chairperson within three (3) working days. Official results will be released by the Election Committee to the Association members on the next school day.”;
- c. rules for voting will be posted at each polling place;
- d. the Election Committee will not accept any ballot later than two (2) hours after student dismissal of each school building;
- e. the ballot boxes shall be delivered by head rep. or their designee.

Section 4 - Voting Procedures

- a. names of persons responsible for elections in their respective buildings shall be submitted at the January meeting of the Representatives Council;
- b. sealed ballot boxes are to be used;
- c. persons responsible for elections shall notify members of time(s) and place polls will be open;
- d. all ballots shall be marked in ink.

ARTICLE IX

FINANCIAL AID

Section 1

A maximum \$500 loan will be made available as a legal defense fee to assist members of the PTEA upon request, substantiated necessity, and approval of the Executive Committee. Funds in excess of \$500 will be loaned on a non-interest bearing repayment plan when recommended by the Executive Committee and approved by Representative Council.

Section 2

In order for a member to receive financial aid from PTEA, he/she must be a member at least 30 days prior to the time the incident necessitating a defense fee occurred. The PTEA Executive Committee must be notified before consulting an attorney.

ARTICLE X

RATIFICATION

Section 1

The President shall call a general membership meeting at least three (3) days prior to any contract ratification for the purpose of discussing the issues involved in the proposed contract. The Negotiating Team will be present at said meeting for the purpose of clarifying the proposed contract for the membership. The President shall secure the use of the High School auditorium or other suitable facility for a meeting for the above stated purpose.

- a. the President will determine the date for a vote on contract ratification or rejection (at least three (3) days after the general meeting);

- b. the President shall direct a committee to be set up for the purpose of handling a contract ratification vote.

Section 2 - Contract Ratification Committee Responsibilities

The contract ratification committee shall consist of a minimum of four (4) members appointed by the Executive Board/President. One member will be appointed Chairperson. There shall be a minimum of two (2) representatives of certificated staff and two (2) from the Educational Support Professionals;

The responsibilities of the Contract Ratification Committee shall be to:

- a. collect nominations for the ballot. All nominations to be placed on the ballot must be submitted no later than the end of the April Representative Council meeting;
- b. prepare ballots;
- c. publish rules of election;
- d. distribute sample ballots to each school;
- e. print the ballots;
- f. distribute ballots and ballot boxes;
- g. provide absentee ballots for members who will be absent on the day of election. Absentee balloting shall take place at the school of the election chairperson prior to the formal election. A sign-in sheet, ballot and a sealed box shall be provided;
- h. accept sealed ballot boxes from election representatives from each building;
- i. count ballots;
- j. release official results to the Association President, who will release them to the membership, the school board, the Superintendent and other appropriate personnel.

Section 3 - Ballots

- a. ballots used in the contract ratification vote must be standard in size, type and color;
- b. each ballot must indicate the following:
“Any irregularities shall be reported to the Contract Ratification Chairperson within three (3) working days. Official results will be released by the Contract Ratification Committee to the Association President, who will release the results to the membership, school board, Superintendent and other appropriate personnel.”;

- c. rules for voting will be determined by the Ratification Committee and will appear on the back of the ballot;
- d. voting shall be held for at least one half (1/2) hour prior to the students' day and one-half (1/2) hour after the close of the students' day in each building. Exceptions to these procedures may be approved by the elections chair;
- e. the Ratification Committee shall not accept any ballot later than two (2) hours after the close of the school day;

Section 4 - Voting Procedures

- a. sealed ballot boxes are to be used;
- b. persons responsible for voting shall notify members of times and place polls will be open;
- c. any deviation from the above will need prior approval of the Ratification Committee;
- d. all ballots shall be marked in ink.

ARTICLE XI

PAYMENT FOR EXPENSES

Section 1

Members shall be reimbursed up to the limit of \$25.00 for any meal purchase necessitated by attendance to Association business. A receipt for said meal shall be presented to the Treasurer. Alcoholic beverages cannot be reimbursed.

Section 2

Members who are elected during the regular annual election to represent the PTEA at the NEA convention shall be given a stipend equal to what NJEA reimburses their delegates to the NEA convention. PTEA representatives shall attend all official business and caucus meetings. A representative who is absent from any official business or caucus meetings shall reimburse the PTEA.

ARTICLE XII

EDUCATION

The budget committee shall annually appropriate a set amount of funds for expenses at:

- a. annual workshops, conferences and meetings, and the NEA convention. Reallocation of these funds may be accomplished by the Executive Committee to meet the needs of the Association;
- b. educational workshops and conferences. Attendance at all NJEA sponsored in-service workshops and conferences shall be encouraged of all Association members;
- c. County and State Legislative Dinner Meetings. Requests to attend the Legislative dinner meetings should be submitted to the President thirty (30) days prior to the scheduled meeting. The Executive Committee will determine the number and select personnel to send to these annual dinner meetings at the Association's expense;
- d. paid attendance at the NJEA Summer Leadership Training Conference will be limited to Association officers, committee personnel and members of the Representative Council.

The Executive Committee shall determine the number to attend workshops.

In the case of committee conferences, legislative dinner meetings, summer leadership workshops, and other Association activities where the Association will be paying the full costs, individuals scheduled to attend will be required to sign a contract agreeing to reimburse the Association for the full costs should the individual elect not to attend, and the Treasurer has paid the cost. In cases where a bonafide emergency existed or a substitute approved by the President or designee makes use of the reservation, no further charges will be made.

Members who attend any workshops for which the Association has paid will be required to submit a report at the next regularly scheduled Executive Committee meeting.

To ensure the most effective and prudent use of our limited education dollars the Executive Officers will be given first consideration for leadership workshops and other related topics to their duties. Committee chairpersons will be given first consideration to workshops specifically related to their committee charge. When none of the above is available to attend, the workshop will be open to the general membership.

The Association will refund 50% of the BCEA Overnighter to representatives attending six (6) or more meetings between May and March.

ARTICLE XIII

FISCAL YEAR

The Fiscal Year of the Association shall begin September 1 and end August 31.

ARTICLE XIV

DUES

Dues for the PTEA shall be:

	2008 - 09	2009 - 10
Staff making under \$28,000	\$70	\$75
Staff making \$28,001 - \$40,000	95	100
Staff making \$40,001 +	190	200

Dues for retired PTEA members shall be \$10 per year or \$30 lifetime membership.

ARTICLE XV

AUTHORITY

The most recent edition of Robert's Rules of Order shall be the parliamentary authority for the Association on all questions not covered by the Constitution and Bylaws and such standard rules as the Executive Committee may adopt.

ARTICLE XVI

AMENDMENT

These Bylaws may be amended by majority vote at any regular meeting of the Representative Council that has been legally called by the President, provided the proposed amendments were introduced at the preceding regular meeting of the

Representative Council and that copies of the proposed amendments had been immediately distributed to members of the Council for member discussion.

POLICIES

Should the President be full-release the president's salary shall be paid up to an additional 36 days from the last contracted day in June to August 31. Days will be prorated based on the president's salary.

The Treasurer shall serve an additional five days extended service at the discretion of the President which will be paid at the per diem rate of their salary on the appropriate guide in order to complete required reports and statements.

Recipients of PTEA checks cannot be a signature on the check.

Expenditures shall be internally audited on a quarterly basis by a three-member committee appointed by the President.

AFFIRMATIVE ACTION PLAN

The PTEA is committed to achieving ethnic minority representation proportional with Association membership.

In order to achieve this representation, the Association will actively pursue proportional representation by:

- a. publishing the Affirmative Action Policy;
- b. appoint an Executive committee member responsible for plan implementation;
- c. assure that ethnic-minority members are encouraged to attend locally sponsored workshops and leadership training sessions;
- d. assure that ethnic-minority members are appointed to committees;
- e. assure that all candidates have provisions for adequate opportunity to identify themselves through photographs and prepared statements presented to the membership prior to elections.

PEMBERTON TOWNSHIP EDUCATION ASSOCIATION

ASSOCIATION OFFICERS

President:	Sherry Scull
Vice Presidents: Teachers:	Stacey Conroy, Harker-Wylie Rudy Zotter, PTHS
Secretaries/Cashiers:	Robin Fulton, Emmons
Cooks/Custodians/ Maintenance:	Brian Kilgore, HFMS
Aides:	Donna Lefebvre, Stackhouse
Recording Secretary:	Brenda Miller, PTHS
Corresponding Secretary:	Elaine Podolak, Emmons
Treasurer:	Terri Sharp, PTHS

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