

Contract no. 1494

T

**A G R E E M E N T**

**\* BETWEEN THE**

**MAPLE SHADE TOWNSHIP**

**BOARD OF EDUCATION**

**AND THE**

**MAPLE SHADE EDUCATION ASSOCIATION**

**JULY, 1989**





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**ARTICLE I**  
**RECOGNITION**

A. The Board hereby recognizes the Maple Shade Education Association as the exclusive representative, designated or selected by the majority of the following certificated personnel under contract with the Board, with all the exclusive rights granted the Association by the laws of the State of New Jersey, for the purposes of collective negotiation concerning the terms and conditions of employment, including:

Teachers (Including Basic Skills Instructors)  
Librarians/Media Specialists  
Nurses  
Guidance Counselors  
Speech Correctionists  
Learning Disabilities Teacher/Consultants  
Social Workers  
School Psychologists  
School Media Paraprofessional  
Coordinator of Computer Programs

but excluding:

Superintendent  
Assistant Superintendent  
Business Administrator and/or Business Manager  
Secretary of the Board  
Principals  
Vice-Principals  
Department Supervisors  
Supervisors as defined in the Act  
Psychiatrists  
Substitutes (per diem)  
Home Instruction Teachers  
Evening and Summer School Teachers

B. Unless otherwise indicated, the term "teacher(s)" when used hereafter in this agreement shall refer to all professional employees named and as defined in the negotiating unit.

**ARTICLE II**

**Board, Teacher and Association Rights and Privileges**

A. Board Rights

1. The board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law, and rules and regulations of the State Board of Education and

Commissioner of Education of the State of New Jersey.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformity with the Constitution and laws of the State of New Jersey and of the United States, all decisional law, and rules and regulations of the State Board of Education and the Commissioner of Education of the State of New Jersey.

**B. Teacher and Association Rights and Privileges**

**1. Receipt of Reports and Documents**

The association shall have the privilege of receiving, upon written request, reports and documents presented to the board of education and by the board to other governmental agencies and which are within the public domain after such official presentation. The request for information from the association shall list specifically what is requested. Documents shall be viewed in their official place of deposit. The association may be required to reimburse the board if costs are incurred in connection with furnishing the requested information.

**2. School Visits**

Representatives of the association, the Burlington County Education Association, the New Jersey Education Association and the National Education Association will be permitted to visit school premises to transact official association business, provided they first report to the principal (or superintendent of schools in appropriate instances) upon entry, state the nature of their business, and secure permission from the principal (or superintendent of schools in appropriate instances). Permission will not be withheld if, in the opinion of the principal (or superintendent in appropriate instances), the association officials visit will not interfere with or interrupt school operations.

### 3. Use of School Buildings

The association, upon request shall have the privilege of using school buildings for professional meetings after the close of school on school days provided that all such use conforms to applicable rules and regulations of the board of education.

A request by the association for use of a school building for any such meetings as described in this article shall be made in advance and in writing to the building principal who shall have the authority to designate a reasonable time and place for such meeting so as not to interfere with other scheduled meetings and activities, except that a request for use of school buildings and facilities after 6:00 p.m. shall be made through the school principal to the superintendent at least one week prior to the scheduled association meeting.

If the use of a school building by the association results in any expense to the board for custodial services, utilities, or any other services, the association shall reimburse the board for such expense upon being presented with a voucher or bill.

The association shall be required to leave any premises used by it in suitable condition for the next users thereof.

### 4. Use of School Equipment

The association shall have the privilege of using school equipment within the school building including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The association shall furnish all materials and supplies incidental to such use.

### 5. Use of Bulletin Boards

The association shall be permitted the use of one-half of the existing bulletin board in each faculty room for the purpose of posting official association notices; provided, however, that no association notices, posters or informational bulletins of any sort shall be posted elsewhere in any school building. All association notices as posted in faculty rooms shall be official

organization materials and all notices prior to posting shall be signed by an authorized association representative, who shall be solely responsible for the posting and content thereof, and who shall exhibit and give a copy of said notices to the building principal before posting, although the prior approval of the principal shall not be a prerequisite to the posting thereof.

6. Distribution of Material

The association may distribute to teachers within the school building by use of the existing school mailbox facilities, materials dealing with appropriate and legitimate business of the association, provided, however, that all such material shall be distributed during non-teaching or non-supervisory time. It further provides that no members of the administration or secretarial staff shall be responsible for the preparation, posting, or distribution of materials for the association.

7. Orientation

The board will continue to invite the association president to the orientation meeting for new teachers and to afford him/her time in the program to explain the purposes and work of the association.

8. Student Involvement

At all times in its exercise of the foregoing rights and privileges, the association agrees that it will in no way involve members of the student body in any association affairs nor will the association permit the use of students as couriers either inside or outside the school buildings for association business. This is not intended to discourage the continuation of the annual scholarship fund raising function.

9. Dues Deductions

a. Pursuant to the provisions of Chapter 310, Laws of 1967 (NJSA 52:14-15.9e), and in accordance with rules and regulations of the state board of education and state department of education, the board agrees to make deductions from a teacher's salary for the purpose of paying dues to the Maple Shade Education Association, the Burlington County Education Association, the New



Jersey Education Association, and the National Education Association, or any one or any combination of such associations when said teacher individually and voluntarily authorizes the board to deduct.

b. A teacher desiring payroll deductions for organizational dues shall submit to the secretary of the board of education a signed and dated authorization statement indicating their choice of organization(s).

c. Any such written authorization may be withdrawn by the employee at any time by the filing of written notice of such withdrawal with the secretary of the board of education. The filing of notice of withdrawal shall be effective to halt deductions as of July 1 or January 1 next succeeding the date on which notice of withdrawal is filed.

d. For all teachers in the bargaining unit who do not pay dues in accordance with NJSA 52:14-15.93 above. The Board shall deduct a representation fee equal to eighty-five per-cent of the appropriate dues as certified by the association. It is agreed that the board shall have no other obligations or liability, financial or otherwise, other than as set forth herein because of any action arising out of the understandings expressed in the language of this section. It is further understood that once funds deducted are remitted to the association, the disposition of such funds shall be the full and exclusive responsibility of the association. The association shall indemnify and save the board and its agents harmless against any and all claims, demands, suits, or other forms of liability including legal and/or representation fees resulting from any action arising out of the provisions of this section or in reliance upon any list or notice furnished by the association.

e. The secretary of the board shall transmit to the Maple Shade Education Association all monies deducted for dues for the above named organizations, together with a record of any corrections, by the 15th of each month following the monthly pay period in which deductions were made. The association treasurer shall disburse such monies to the appropriate association(s).

f. Each of the associations named shall certify to the

board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the board written notice prior to the effective date of such change.

**10. Organizational Insignia**

No teacher shall be prevented from wearing the normal organizational insignia as identification of membership in the local association or its affiliates.

**11. Rights Under Statutes**

Nothing contained in this agreement shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws.

**12. Access to Board Policies, Rules and Regulations**

A manual containing the policies, rules and regulations adopted by the board and in effect shall be located and maintained in the office of each building principal. Such manual may be viewed by any teacher in its place of deposit upon his/her request.

**ARTICLE III**

**School Calendar**

A. The school calendar shall be adopted by the board of education upon the recommendation of the superintendent of schools after discussion and consultation with a committee of no more than nine members appointed by the association.

B. The superintendent of schools shall advise the president of the association of any necessary changes prior to the time such changes are made, and allow him a minimum of one week, except where extenuating circumstances dictate a shorter time period in which to express the views of the association.

C. It is understood and agreed, however, that no notifications will be required when, in the judgment of the superintendent, it is necessary to close a school or schools due to inclement weather, or other emergency or exigency.

D. The number of teacher work days shall not exceed one hundred and eighty six days, exclusive of preschool orientation days

for new employees.

#### ARTICLE IV

#### Salaries

##### A. Basic Salary Guide

1. The basic salary guide for teachers covered by this agreement for full-time employment for an academic year is set forth in Schedule A which is attached hereto and incorporated in this agreement.

2. In the interpretation and implementation of the basic salary guide:

a. An academic year is defined as the period from September 1 to the following June 30.

b. Full-time employment shall mean the number of days of employment in each week and the period of time in each day as provided in this agreement.

c. Each teacher and nurse commencing employment after July 1, 1976 shall have his/her starting salary negotiated individually between the board and the teacher concerned and future progression shall follow thereafter.

d. Veterans service credit will be granted in accordance with NJS 18A:29-11 upon presentation of proof of service.

e. Degrees or additional semester hour credits must be from colleges or universities whose courses are acceptable to the State Board of Examiners for certification purposes.

f. No teacher employed in the school district during the 1966-67 academic year shall be placed in a column of the salary schedule which is lower than that in which he was placed for the 1966-67 academic year.

g. The board of education may withhold, for inefficient or other good cause, the employment increment or adjustment increment or both in any year by a recorded roll call majority vote of the full membership of the board.

When cause for withholding an increment from a teacher under tenure in the district is alleged to be inefficiency, the principal of the school or the superintendent of the district shall give the

teacher written notice of the alleged inefficiency, specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same. Upon such notice, the board of education will take no action either to grant or to withhold an increment until a period of sixty days has expired, during which time the teacher has an opportunity to correct and overcome the alleged inefficiency.

In the event an increment is to be withheld, the board or a committee thereof, may, at its option, hold a hearing with the employee prior to rendering a decision. The basis for any appeal from the decision shall be governed by NJSA 18A:29-14.

h. The salary schedule of the Western Burlington County Regional Council for Special Education, when adopted by the board, shall govern the salaries of special education teachers and speech correctionists unless salaries set forth in Schedule A shall be higher. In such event, said teachers shall be paid in accordance with Schedule A.

3. Advancement on Salary Guide

a. Teachers holding a standard certificate may, with the approval of the board, advance from one column of the salary guide to a succeeding column by presenting evidence of professional growth in the form of: (1) an earned degree (required for advancement to the BA, MA, or doctorate column), (2) graduate credits earned after award of the degree, (3) undergraduate credits earned after award of the degree and given prior approval by the board, and (4) equivalency credits granted by the board. No more than seven credits in the form of undergraduate or equivalency credits may be presented as qualifying training for advancement to each column of the guide.

b. Teachers and nurses with a substandard certificate (provisional or emergency) will not be eligible for salary adjustment for additional training until the deficiency has been removed.

c. Application for salary adjustment by change in column on the salary guide must be made to the superintendent in writing no later than October 1 of each academic year to establish eligibility

for salary adjustment in that academic year. The application must be supported by: (1) an official transcript of credits earned in an approved college or university, and (2) certification of equivalency credits earned.

d. Upon application by a teacher in writing, equivalency credits may be granted, at the discretion of the board and under the rules and regulations of the board for: (1) the successful completion of an inservice study program, workshop or course sponsored or co-sponsored by the board, and (2) the successful completion of a non-credit seminar, workshop or institute sponsored by colleges, or universities, state department of education or other agency. The amount of credit for each activity will be based upon attendance and preparation requirements and, in general will follow college standards.

#### B. Method of Payment

1. Teachers employed on a twelve month basis shall be paid on a bi-weekly basis.

2. Teachers employed on a ten month basis shall be paid on a bi-weekly basis.

3. Teachers may individually elect to have ten percent of their gross monthly salary deducted from their pay. These funds shall be paid directly into an interest-bearing account. Notice must be given in writing to the secretary of the board on or before September 5 of each academic year. Once chosen, the option must continue for the period of the academic year or to termination of the teacher's contract.

4. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive pay checks on the last previous working day.

5. Teachers shall receive their final checks on the last working day in June.

#### 6. Credit Union

a. Teachers may individually elect to have a portion of their gross monthly salary deducted from their pay and deposited to their credit in the Atlantic-Burlington County Public

Employees Federal Credit Union (ABCU) at no cost to the Maple Shade Board of Education.

b. Teachers electing to have a portion of their gross monthly salary deducted must give written notice to the secretary of the board.

c. Once chosen, the option must continue for the period of the academic year signed for or to termination of the teacher's contract.

d. New teachers hired after June 1 may have the option of joining the Credit Union Savings Plan by giving written notice to the board secretary. Once chosen, the option must continue for the period of the academic year or to termination of the teacher's contract.

#### **ARTICLE V**

##### **Employment Conditions**

###### **A. Teaching Day**

1. All teachers shall be in their school building and ready for work at least twenty minutes prior to the opening of the official school year. Teachers are required to remain at their place of assignment for at least twenty minutes after the close of the official school day, with the exception of Fridays, a day preceding a holiday, and days that evening programs are scheduled for school-community relations where the teacher's attendance is required, at which time they may leave following the close of school, unless otherwise notified by the principal. The regular in-school work day shall not exceed seven and one-half hours, except as otherwise required in this agreement.

2. Teachers shall indicate their presence for duty by placing a check in the appropriate column of the faculty "sign-in" roster.

3. When conferences are scheduled with parents and other persons interested in the welfare of the child, teachers shall remain until the conference has been completed, except that the teacher may require on day's notice.

###### **B. Teaching Load**

1. The daily teaching load and all teaching assignments shall be made at the discretion of the administration with consideration being given to the equality of teaching load. Teachers shall not be assigned except temporarily and/or for good cause, without their consent, outside the scope of their teaching certificate or their major or minor field of study.

2. In the high school, as consistent with the program of studies, organization of the curriculum, facilities available and the availability of qualified teachers, every effort will be made to assign a teacher to no more than two subject areas and no more than two teaching stations. In the elementary schools, every effort will be made to establish schedules for special teachers which minimizes travel.

3. High school teachers shall be guaranteed five periods per week for the purpose of planning and preparation, except for shorter work days or weeks; elementary school teachers shall have at least 200 minutes per week, except for shorter work days or weeks, for planning and preparation while their classes are receiving instruction in music, art and physical education. The board will make reasonable effort to secure substitutes for absent teachers.

4. It is understood that an unassigned preparation period is subject to the total school program and, as a result, such things as miscellaneous programs, field trips, testing programs, emergency class needs, and assemblies may, from time to time be substituted for purposes other than preparation when deemed necessary in the judgment of the principal, provided such replacement is conducted impartially and for good cause.

5. The board and association recognize the "co-curricular" or "extra-curricular" program as a valuable and necessary part of a student's total school experience. As a consequence, it is agreed that teachers will assume reasonable duties and responsibilities inherent in offering a broad range of after-school activities with compensation, the amount to be agreed upon by the board and the association, except as provided for in Schedule B.

6. Teachers will not be assigned the following clerical

duties except by mutual agreement: (1) the distribution of office supplies, (2) secretarial duties at faculty meetings, (3) administrative duties that are normally carried out in the school office.

C. Lunch Periods

All teachers shall have a duty free lunch period of not less than thirty minutes, except in a school where the lunch period is less than thirty minutes, in which case the duty free lunch period shall not be less than the lunch period time allowed for students.

D. Work year

The work year of teachers covered by this agreement shall be determined by the official school calendar.

E. Professional Meetings and Obligations

1. Teachers may be required to remain after the regular workday without additional compensation for up to one hour for not more than two days per month to attend building faculty meetings called by the building principal except that additional meetings may be called with the mutual consent of those involved or in case of emergency. An agenda for such meetings will be presented one day in advance. Teachers may feel free to suggest items for the agenda.

In addition, district staff meetings, inservice, curriculum and other professional meetings may be called at the discretion of the principal or superintendent, but not to exceed one meeting per week except with the mutual consent of those involved.

2. It is recognized that an effective school-community relations program is necessary and essential to continue public confidence and to increase support of the schools by the community. It is mutually agreed that those programs already in effect such as parent-teacher conferences, back-to-school night, open house, science fairs, exhibits, Christmas programs, and musical programs are a part of the teacher's professional obligation and will be continued in the manner which has been customary. It is further agreed that teachers will offer their support, professional skill and cooperation on a voluntary basis in cooperative planning with the school administration to extend the program and to make it



increasingly effective.

3. Teachers should possess competence and knowledge-ability in their field of work, and should continue to strive for professional self-improvement. In view of this, teachers shall submit an annual report as specified by the superintendent describing professional growth activities engaged in by the teacher for that year.

4. All teachers shall be required to successfully complete an inservice course in first aid when such course is offered by the board. The cost of instruction and materials for such course will be borne by the board. Teachers who fail to complete such course when offered shall be required to complete a comparable course at their own expense within a time limit as prescribed by the board.

#### F. Transportation of Students

Teacher shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal.

#### G. Travel Expense

Teachers, approved by the superintendent to travel between school district facilities or to travel outside the school district, shall be compensated at the prevailing IRS rate per mile.

#### H. Notice of Employment or Resignation

In accordance with and to the extent required by N.J.S.A. 18A:27-10 each nontenure teacher employed continuously from September 30 shall be advised of lack of subsequent contract offer not later than April 30. Any teaching staff member whose contract has not been renewed may apply to the board in writing no later than twenty days following notification for a statement of reasons and/or an informal appearance before the board. Any such timely request will be honored by the board or a committee thereof.

#### I. Notice of Vacancies

Teachers shall be informed, whenever practical, of vacancies in teaching positions (including summer school teacher),

supervisory, or extra-pay positions as listed in Schedule B by posting notice on the faculty bulletin board in each of the schools during the school term or, during the summer, by notice filed with the association president.

Regularly employed teachers in the Maple Shade School District will be given prior consideration for appointment to summer school teaching positions, providing a written letter of interest in appointment is filed on or before the deadline set by the administrative staff, the teacher has the training, qualifications, and requisite skills necessary to meet the needs, purposes, and requirement of the summer program, and during the summer, posted vacancies will be included in the regular summer mailings, and notice will be filed with the association president.

#### J. Insurance Benefits

The board agrees to continue its participation in the New Jersey State Health Benefits Program. In so doing, the board will assume the premium costs for eligible employees who enroll in the program.

Effective September 1, 1973, employees who elect to cover eligible dependents in the program may do so, with the board paying the full premium costs.

The board shall provide a two-dollar co-pay fully funded family prescription plan. Prescription insurance coverage provided by the board shall not afford duplicate coverage to teachers who are members of the same family.

Beginning on September 1, 1989 teachers will be eligible for the waiver incentive payment of 50% of the premium cost for prescription and dental insurance.

Beginning on September 1, 1985, the board will provide, at no cost to the teacher, dental insurance under New Jersey Dental Plan II - 100/70/50 with \$25 deductible for single subscribers only.

Beginning on May 1, 1986, unit members will have the option to select two party option or full family option NJDP 1-100/70/50 with no deductible. This policy shall remain in force through the duration of the agreement.

1. When an employee is eligible for the dental program and elects to take no such coverage for one year, the employee shall receive a payment in lieu of coverage.

2. Forms will be distributed to all staff by June 1. The employee must return the form by June 15.

3. Any employee who elects not to take such insurance may re-enroll at the open enrollment period. Employees may, in certain circumstances, be allowed to re-enter the plan at other times subject to carrier determination.

4. New employees can elect to waive such coverage. In that case, payment will be on December 15.

5. If an employee has waived such coverage, he/she shall be paid 50% of what the dental service premium would be on September 1. The employee will receive a one time payment made on December 15 annually.

6. If an employee has waived coverage and dies during the year, a payment shall be made to his/her estate on a prorated amount based upon the time elapsed in the premium year.

**WAIVER OF DENTAL INSURANCE**

NAME : \_\_\_\_\_

SCHOOL : \_\_\_\_\_

POSITION : \_\_\_\_\_

1. I am eligible for New Jersey Dental Service insurance coverage.

I desire to waive such coverage for the period from September 1 through August 30.

2. I understand that I will be permitted to re-enroll for such coverage during the open enrollment period.

3. I understand that if I waive such coverage for September 1 through August 30 period, I shall receive the appropriate 50% incentive payment on December 15 as set forth in ARTICLE V.J between the NSEA and the board of education.

\_\_\_\_\_  
Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Authorized Board Office Signature

\_\_\_\_\_

Authorized MSEA Signature

**Buy Back Prescription Benefits**

1. Where an employee is eligible for the prescription program and elects to take no such coverage for one year, the employee shall receive a payment in lieu of coverage.
2. Forms will be distributed to all staff by April 1. The employee must return the form by April 20.
3. Any employee who elects not to take such insurance may re-enroll at the open enrollment period. Employees may, in certain circumstances, be allowed to re-enter the plan at other times subject to carrier determination.
4. New employees can elect to waive such coverage. In that case payment will be on December 15, and shall be prorated for the number of months that the new employee would not be covered by such a policy.
5. If an employee has waived such coverage he/she shall be paid 50% of what the prescription premium would be on July 1. The employee will receive a one time payment made on September 1 annually.
6. If an employee has waived coverage and dies during the year, a payment shall be made to his/her estate on a prorated amount based upon the time elapsed in the premium year.

**WAIVER OF PRESCRIPTION INSURANCE**

NAME : \_\_\_\_\_

SCHOOL : \_\_\_\_\_

POSITION : \_\_\_\_\_

1. I am eligible for prescription insurance coverage.  
I desire to waive such coverage for the period from July 1 through June 30.
2. I understand that I will be permitted to re-enroll for such

coverage during the open enrollment period (month of January effective May 1).

J. I understand that if I waive such coverage for July 1 through June 30 period, I shall receive the appropriate 50% incentive payment on September 1 as set forth in ARTICLE V.J between the MSEA and the board of education.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Board Office Signature

\_\_\_\_\_  
Authorized MSEA Signature

Effective July 1, 1988, retirees with twenty five years of service in the teachers pension system who are retired as per TPAF shall have a maximum board contribution toward basic single Blue Cross/Blue Shield and Major Medical benefits in the amount in effect on the date stated herein.

The board retains the right to change insurance carriers provided that benefits and administration of a plan(s) is substantially equivalent.

**K. Supervision of Student Teachers**

A cooperating teacher shall not be given additional assignments outside his regular responsibilities during the period he/she is supervising a student teacher. Exceptions to this program can be made in emergencies.

A student teacher shall be assigned to a teacher only with the prior approval of that teacher.

**L. Notification of Teaching Assignment**

Regularly employed teachers shall be given written notice of tentative teaching assignments on or before July 31 of each academic year.

Regularly employed teachers shall generally be given notice of an involuntary transfer or reassignment no later than June

30.

Teachers who receive notice of an involuntary transfer or reassignment after June 30 shall have the right to meet with the superintendent to discuss the new assignment.

Teachers who are not satisfied with the discussion at the superintendent's level shall have the right to appeal in writing to the board of education. The board may, at its option, meet with the teacher to discuss the matter.

**M. Graduate Credit Subsidy**

A teacher taking and completing graduate credits courses in an NCATE accredited college or university will be granted a tuition and fee subsidy of \$600 maximum expenditure in the 1989-90 school year, \$650 maximum expenditure per fiscal year beginning in 1990-91 and \$700 in the 1991-92 school year, upon successful completion of the course, subject to the following conditions:

1. Application must be made to the superintendent of schools.
2. The application must be supported by a transcript of credits and bursar's receipt, indicating successful completion of the course(s) and the tuition fee paid.
3. The teacher must have earned a grade of "B" or better.
4. Courses must have been taken during the fiscal year for which the subsidy is claimed.
5. Courses to meet certification requirements or undergraduate courses in related fields will not be subsidized, unless approved by the superintendent with agreement of payment made prior to enrollment.
6. The teacher must continue employment in the district during the school semester following the semester for which a subsidy is claimed or received.

**N. Vehicular Property Damage Fund**

1. The association and the board shall establish a property damage fund. The association shall contribute \$500 to the fund. The board shall contribute \$500 to the fund.

2. Teacher claims for reimbursement shall be in writing and shall not exceed \$100. The teacher must submit an insurance policy. There shall be no duplicate coverage.

3. A committee consisting of three teachers selected by the association and two board members selected by the board shall investigate such claims. The decision of the committee shall be final and not subject to appeal.

4. All approved claims shall be paid with the fund existing at the time of the claim. On or before July 1 of each year, expended and/or appropriated monies shall be replenished by the board and the association in proportionate amounts.

O. Terminal Leave Provision

Upon retirement under New Jersey Pension Statutes, teachers will be reimbursed \$25.00 per day of accumulated sick leave with the maximum benefit under their claim to be 200 days per teacher in 1989-90 and \$25.00 per day with a maximum benefit of 225 days per teacher in 1990-91 and 1991-92. If possible, notification of retirement should be given two months prior to the last day of budget submission in the school year prior to the effective date of retirement.

P. Additional Compensation

All teachers who voluntarily give up their preparation period to cover other classes will be compensated for the lost preparation period at \$17 per hour, or higher if the homebound instructional rate increases. Volunteers will be placed on a list. Teachers on the list certified to teach the course being covered will be assigned first, if available; if not, the teachers will be assigned on a rotating basis.

## ARTICLE VI

### Leave Policies

A. Sick Leave

1. Sick leave is hereby defined to mean the absence of a teacher from his or her post of duty because of personal disability due to illness or injury, or because he or she has been excluded

from school by the school district's medical authorities on account of a contagious disease in his or her immediate household.

2. All teachers steadily employed shall be allowed sick leave with full pay for a period of ten school days in any school year, except that all teachers who shall have completed five full school years of continuous employment in this district on or before September 1 of any school year shall be allowed twelve school days in any school year, and all teachers who shall have completed ten full school years of continuous employment in the district on or before September 1 of any school year shall be allowed fifteen school days in any school year.

3. If any teacher requires in any school year less than the above specified number of days, all such sick leave not utilized that year shall be accumulative to be used for additional sick leave in subsequent years.

4. When absences under the circumstances described above exceeds the annual sick leave and accumulated sick leave, a teacher may, after or during an extended illness, request additional sick leave equal to the number of days of absence beyond the annual sick leave and accumulated sick leave. This request must be made in writing to the board through the superintendent and be accompanied by a statement from a physician.

The board may, at its discretion, and whenever it determines that it is right and proper to do so, pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the board in each individual case.

A day's salary is defined as 1/200 of the annual salary for such person.

5. After any absence of five consecutive school days, the teacher shall present a physician's certificate upon return to duty.

6. Teachers shall be entitled to an outstanding attendance honorarium of \$400 for the 1989-90 school year; \$500 for



the 1990-91 school year; \$600 for the 1991-92 school year. Perfect attendance is defined to be the use of no personal leave, sick leave, or family illness leave.

**B. Serious Illness-Immediate Family**

1. All teachers who are steadily employed by the board shall be allowed five days leave with full pay at the discretion of the superintendent in any school year for serious illness or injury of a member of the immediate family.

2. Immediate family is defined to include: father, mother, spouse, child, brother, sister or any member of the immediate household.

3. Unused days shall not be accumulated for use in another school year.

**C. Bereavement**

All personnel steadily employed by the board shall be allowed five days leave with full pay for each death in the immediate household. This shall also include mother, father or child even though they may not live in the immediate household.

Three days leave shall be granted for each death in the immediate family. Immediate family means: sister, brother, father-in-law, mother-in-law, grandparents, and sole-dependent or guardian.

**D. Disability Due to Pregnancy, Childbirth**

1. A teacher will be granted disability leave due to pregnancy, childbirth, or recovery therefrom, upon application when submitted with a physician's certificate.

2. When disability leave for one of the above can be anticipated, the teacher will make application 30 days prior to the date of commencement of such leave.

**E. Child Care Leave**

1. Teachers requesting child care leave for convenience without pay (effective immediately upon termination of disability, maternity or adoption of a child below age five, shall make application at least 30 days prior to the date of commencement of leave, and specifying the date for return per paragraph below.

2. Teachers shall take the leave on the date specified on her/his initial application and continue such leave until the start of the next mid year semester break or the beginning of the following school year. Application to the board for another full year of leave may be made per paragraph 7 below.

3. Teachers shall advise the administration no later than April 1 of their intent to return upon expiration of leave.

4. The salary on return from leave shall be as indicated in the current salary schedule for the employee's training and experience.

5. The employee's return to the same building, grade, or assignment is not guaranteed, but shall be within the area(s) of certification.

6. Nontenure teachers shall not be denied a subsequent contract offer on the basis of requesting such leave, but nontenure teacher's leave shall be only until June 30.

7. Tenure teachers, upon written request at least 60 days prior to extension will be granted an additional year of leave for child rearing if the child is under one year of age; (or below age five at commencement of such leave if the child is adopted); nontenure teacher leave for this purpose shall be at the sole discretion of the board.

#### F. Absences for Personal Reasons

1. All personnel regularly employed in the Maple Shade School system shall have an allowance of up to four days per school year with prior approval of the superintendent or his designated representative for any of the following reasons: (a) recognition of religious holiday; (b) legal commitment and transaction; (c) marriage of employee or marriage in the immediate family; (d) personal business which cannot be handled outside of school hours, and (e) any other emergency or urgent reason not included above, if approved by the superintendent or his designated representative.

2. Such absence, when approved, shall be without loss of pay. No unused days shall be accumulative for use in another year.

3. Personal days will not be granted on a day prior to

or immediately following a holiday or during the first and last week of school except under emergency circumstances. Reasons must be written specifically and submitted for the approval of the superintendent.

4. Written reasons shall be given for (d) and (e). Personal days shall be for bona fide reason and if the reason stated is bona fide, it shall not be unreasonably denied.

G. Leave of Absence - Military

1. Organized Reserve (R.S. 38:23-1)

Any officer or employee of the Maple Shade Township School District who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other organizations affiliated therewith is entitled to leave of absence from his duties without loss of pay or time on all days on which he/she is engaged in field training.

"Without loss of pay or time" means that the employee is entitled to full pay as a school district employee, plus pay for military training, and that such leave of absence shall be in addition to regularly allowed vacation leave.

2. Organized Militia - National Guard (R.S. 38A:4-4)

Any officer or employee of the school district who is a member of the organized militia is entitled to leave of absence from his/her duties on all days during which he/she is engaged in active duty; provided, however, that such leaves of absence do not exceed 90 days in the aggregate in any one year.

The employee will be entitled only to differential pay, i.e. the difference between the amount of his pay as a school district employee minus military pay.

Such leave of absence shall be in addition to regular allowed vacation leave.

H. Sabbatical Leave of Professional Improvement

1. A sabbatical leave with pay will be granted to a teacher for professional study, or for travel combined with professional study under the auspices of a college or university, or

for other reasons which the board may consider to be of value in improving instruction in the school district, subject to the following regulations and conditions:

a. The leave shall be granted for one-half school year or one school year only.

b. Sabbatical leave will not be granted to holders of emergency or provisional certificates in their teaching assignment.

c. Sabbatical leave will be granted only to teachers who have completed seven consecutive full-time years of service in the school district prior to the effective date of said leave, or since his/her last prior sabbatical leave, if any.

d. Sabbatical leaves will be granted to one teacher in the district at any one time. If more than one teacher requests such leave, selection shall be made on the basis of seniority. Seniority shall represent the total number of years of service in the district.

e. A teacher on sabbatical leave under this section will receive three-fourth of the contract salary which he/she would have received had he/she remained on active duty, less such deductions as may be required by board policies, rules and regulations, state and federal statutes, the rules and regulations of the state board of education and commissioner of education and the terms of this agreement.

f. The salary of a teacher on sabbatical leave will be paid in bi-weekly installments just as though he/she were on active duty in the school district.

g. Before receiving sabbatical leave, the teacher shall agree in writing with the board that he/she will meet the conditions herein prescribed and that he/she will return to regular service with the board after the expiration of said leave for a period not less than two full school years and, that, in the event of breach of said agreement by him/her, all sums paid him/her during his/her leave shall become due and payable immediately to the board in proportion to the unfulfilled portion of his/her two year

or immediately following a holiday or during the first and last week of school except under emergency circumstances. Reasons must be written specifically and submitted for the approval of the superintendent.

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"Without loss of pay or time" means that the employee is entitled to full pay as a school district employee, plus pay for military training, and that such leave of absence shall be in addition to regularly allowed vacation leave.

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commitment, except that such provision shall not apply in the event of temporary or permanent disablement upon return to duty, nor shall it apply to the estate in the event of death.

h. Application for sabbatical leave shall be made by March 1 in the school year preceding the sabbatical leave if for a full school year or by September 1 if for the second semester of the school year. The application must include a carefully developed plan for study, or travel combined with study. Evidence that the teacher has been accepted into a program shall be presented to the board no later than April 1.

i. Leave will be in the field of the teacher's subject area or certification.

j. At the beginning of each semester, the teacher must submit evidence of registration in an approved college or university. The teacher shall be enrolled in a sufficient number of courses to meet the residency requirements of the college or university.

k. Regular attendance in the planned program is required. If the teacher on sabbatical leave fails to meet the attendance requirements of the college or university or withdraws from the program, or demonstrates unsatisfactory progress in his/her program, he/she shall immediately notify the board, at which time all payments for sabbatical leave will be stopped, and the teacher continues on sabbatical leave without pay.

l. At the conclusion of each semester, the teacher shall submit transcripts of credits indicating satisfactory progress.

m. The teacher granted a sabbatical leave shall be eligible for the following employment considerations upon return:

(1) The salary increment will be added as if she/he had been in the board's active employ during the time of such leave.

(2) Accumulated sick leave held immediately prior to such leave shall be retained.

2. The teacher's return to the same building, grade, or

special assignment held prior to the granting of leave will not be guaranteed, except that she/he shall be returned to a position of like nature, status and pay.

I. Professional Leave

Each teacher may apply for a professional day(s) in order to participate in a professional activity of benefit to the Maple Shade School District. Such application will be made on the appropriate school form and the determination as to the value to the school program shall reside with the superintendent. Expenses necessary for such professional activity shall be reimbursed by the board.

ARTICLE VII

Grievance Procedure

A. Definitions

1. The term "grievance" as used herein shall mean a complaint by any employee or employees that, as to him/her or them, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement or administrative decision affecting said employee.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances: (a) the failure or refusal of the board to renew a contract of a nontenure employee; (b) matters where a method of review is prescribed by law, or by an rule, regulation or by laws of the state commissioner of education or the state board of education; (c) in matters where the board is without authority to act; and (d) in matters involving the sole and unlimited discretion of the board, except as limited by the specific and express terms of this agreement.

2. The term "employee" shall mean regularly employed personnel represented by the association in the negotiating unit as defined in Article I.

1. The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employee's association, or by the board to act on its or their behalf and to



commitment, except that such provision shall not apply in the event of temporary or permanent disablement upon return to duty, nor shall it apply to the estate in the event of death.

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3. The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employee's association, or by the board to act on its or their behalf and to

represent them.

4. The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

5. The term "party" or "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Purpose

1. The primary purpose of the procedure set forth in the agreement is to secure, at the lowest level possible, an equitable solution to the grievance of an employee.

2. The board and association agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure.

3. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the association, provided the adjustment is not inconsistent with the terms of this agreement.

#### C. Procedure

1. A grievance, to be considered under this procedure, must be initiated by the employee within thirty calendar days of its occurrence, or within thirty calendar days after he/she would reasonably be expected to know of its occurrence.

2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step

within the specified time limits will indicate that the grievance has been abandoned.

4. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the board until such grievance and any effect thereof shall have been fully determined.

5. An employee is and will be assured freedom from penalty or reprisal in connection with the presentation of a grievance.

6. 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. When an employee is not represented by the association, the association shall have the right to be present. 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.

7. A minority organization shall not have the right to present or process a grievance.

8. It shall be the general practice of all parties to process grievances during times when they do not interfere with assigned duties.

9. The reviewing authorities (principal, superintendent, or board), cannot perform properly their function in the review and disposition of grievances unless all facts pertinent to a grievance are presented at each step in the procedure. Should the grievance submit new evidence at any step in the procedure, the grievance will be remanded to the level at which it was initially lodged.

D. Filing a Grievance

1. An employee who has a grievance shall discuss it first with his principal (or immediate superior, if applicable), in an attempt to resolve the matter informally at that level. Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present and to

participate in the hearing. A decision shall be rendered within five school days of said hearing.

2. If the grievance is not resolved to the employee's satisfaction within five school days of said hearing, he/she shall set forth his grievance in writing to the principal specifying; (a) name and date of filing; (b) the nature of the grievance, the date of occurrence, and listing details and witnesses; (c) the results or previous discussions; (d) the basis of his/her dissatisfaction with the determination; (e) the corrective action desired.

The principal shall communicate his decision to the employee in writing within five school days of receipt of the written grievance (unless circumstances prevent such as the principal's absence).

3. The employee, not later than five school days after receipt of the principal's decision, may appeal the decision to the superintendent. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal as specified above and his/her dissatisfaction with decisions previously rendered. The superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed fifteen school days (unless a different period is mutually agreed upon). The superintendent shall communicate his/her decision in writing to the employee and principal.

4. If the grievance is not resolved to the employee's satisfaction, he/she, no later than five school days after receipt of the superintendent's decision, may request a review by the board. The request shall be submitted in writing through the superintendent who shall attach all related papers and forward the request to the board. The board or a committee thereof, shall review the grievance, and may at its option hold a hearing with the employee, and shall render a decision in writing within thirty calendar days of receipt of the grievance by the board or of the date of hearing, whichever comes later.

5. In the event the employee is dissatisfied with the determination of the board, he/she may request in writing, not later

than five school days after receipt of the board's decision, that the association submit his grievance to arbitration. If the association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the superintendent no later than fifteen school days after receipt of the employee's request.

6. The board and association agree that the procedure in submitting a grievance to arbitration shall be pursuant to and consistent with rules and regulations established by the Public Employees Relations Commission under the provisions of R.S. 34:13A-1 et seq. Should the procedure be inconsistent with such rules and regulations, the board and association will meet to review and revise said procedure.

7. Within ten school days after such written notice of submission to arbitration, the board and association shall agree upon an arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, a request for a list of arbitrators may be made to PERC by either party. The parties will then be bound by the rules and procedures established by PERC in the selection of the arbitrator.

8. The arbitrator so selected shall confer with representatives of the board and the association, hold hearings promptly, and shall issue his/her decision not later than twenty days from the date of the close of hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be submitted to the board and association in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

9. The arbitrator shall be without power or authority to make any decision contrary to, inconsistent with, or which alter, modifies, adds to, or subtracts from the provisions of this agreement or of applicable laws or rules and regulations having the force of law, or any decision which usurps the functions of the board or

the proper exercise of its judgment and discretion under law and this agreement. His authority shall be limited to deciding whether there has been a violation of a specific article and section of this agreement.

10. The decision of the arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding.

11. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the board and the association. Other expenses incurred shall be paid by the party incurring the same.

#### ARTICLE VIII

##### Teacher Evaluation

A. The board will continue its function of teacher evaluation in accordance with Policy GCNA-R as adopted July 22, 1980, and in the process of evaluation will give consideration to such factors as classroom management, techniques of instruction, personality, professional attitude, and staff and community relations. Nontenure teachers shall be evaluated per Title 6 of the New Jersey Administrative Code.

B. A copy of each evaluation report shall be given to the teacher one day in advance of the scheduled conference. A teacher may submit his/her own evaluation if he/she does not agree with the principal's evaluation, and said self-evaluation will be filed with the principal's evaluation in the official personnel file.

C. The teacher will be notified when any derogatory material with respect to his/her conduct or service is placed in his/her official personnel file. The teacher may 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.

D. Upon written request on the appropriate form, a teacher will have the right to review, at a mutually convenient time, the contents of his/her central office personnel file. The review shall be made in the presence of an administrator responsible for the safekeeping of such file. Confidential records such as application

or promotional records will not be made available to a teacher.

E. No written disciplinary materials shall be placed in a teacher's file without just cause.

#### **ARTICLE IX**

##### **Strikes**

During the term of this agreement, neither the association nor any person acting on its behalf, nor any teacher, will cause, authorize, support, or engage in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the teacher's duties of employment).

#### **ARTICLE X**

##### **Miscellaneous Provisions**

A. This agreement constitutes board policy for the term of said agreement and the board shall carry out the commitments contained herein and give them full force and effect of board policy.

B. 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.

C. 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 the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin or sex.

D. Copies of this agreement shall be printed or reproduced at the expense of the board within thirty days after the agreement is signed and presented to all teachers now employed or hereafter employed.



E. The board and association shall continue to comply with the provisions of Chapter 123 P.L. 1974.

F. Each teacher may participate in the Maple Shade School District Adult Education program under the same cost and participation standards, exclusive of age, established by the board for senior citizens.

G. The annual stipend for CST members will be \$1,939 for 1989-90, \$2,118 for 1990-91, and \$2,314 for 1991-92, and the annual stipend for the coordinator of computer programs will be \$1,269 for 1989-90, \$1,408 for 1990-91 and \$1,538 for 1991-92 school year.

H. CST members who are required to work during the summer months will be paid for such work at the rate of 1/200 of their annual salaries per diem.

I. The school media paraprofessional will be placed on Step 1 BA and receive 80% of that step and will proceed through the guide at 80% of the step. In the event that pending legislation mandating a statewide minimum salary and providing additional funding for this purpose to the district during the life of this agreement is enacted, the money received will be added to the negotiated increase in each year of the contract and new salary guide(s) will be negotiated by the board and the association.

J. The board and association agree that where professional disputes exist or arise between a teacher and an administrator, such disputes will be resolved in private.

#### **ARTICLE XI**

##### **Negotiations Procedures**

A. In accordance with the mandates of P.E.R.C. the parties agree to enter into collective negotiations over a successor agreement in accordance with R.S. 34:13A-1 et seq. or in accordance with statutory requirements, and the procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of teachers' employment set forth in and limited by Article XII. Any agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the board and teacher organization.

B. This agreement incorporates the entire understanding of the parties on 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 parties at the time they negotiated or executed this agreement.

C. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### ARTICLE XII

This agreement shall be effective July 1, 1989 through June 30, 1992, and shall be subject to the association's right to negotiate the subsequent agreement in accordance with law.

In witness whereof the association has caused this agreement to be signed by its president and secretary and the board has caused this agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

#### MAPLE SHADE EDUCATION ASSOCIATION

Richard J. Keegan, President, MSEA

Hale Bloominger, Secretary, MSEA

#### BOARD OF EDUCATION

Linda Dickman, President, Linda Dickman

Steven M. Marinoff, Steven M. Marinoff,

Attested : Board Secretary

**MAPLE SHADE TOWNSHIP PUBLIC SCHOOLS**  
**SCHEDULE A 1989-90**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	23,576	23,906	24,237	24,568	24,900	25,232
2	24,226	24,613	25,001	25,410	25,838	26,247
3	24,587	24,996	25,405	25,833	26,262	26,691
4	25,180	25,610	26,018	26,467	26,897	27,346
5	25,882	26,291	26,720	27,169	27,639	28,088
6	26,765	27,216	27,667	28,144	28,619	29,096
7	27,649	27,932	28,394	28,882	29,373	29,861
8	28,093	28,568	29,042	29,545	30,045	30,548
9	28,776	29,262	29,749	30,263	30,777	31,289
10	29,621	30,119	30,619	31,144	31,672	32,199
11	30,395	30,906	31,417	31,957	32,497	33,035
12	31,802	32,337	32,871	33,437	34,000	34,564
13	33,258	33,820	34,379	34,972	35,565	36,154
14	35,033	35,625	36,217	36,840	37,462	38,088
15	37,111	37,734	38,357	39,014	39,673	40,329
16	40,458	40,916	41,811	42,528	43,225	43,503*

\*A longevity increase of \$100 will be added to the base salary in Schedule A in the contract year following the completion of 4, 8, 12, 16 and 20 full academic years of continuous employment in the school district. An employee on leave of absence granted by the board will be considered to be in continuous employment, but time on leave will not be counted in the determination of longevity increments.

**MAPLE SHADE TOWNSHIP PUBLIC SCHOOLS  
SCHEDULE A 1990-91**

1	25,084	25,414	25,745	26,076	26,408	26,740
2	25,714	26,121	26,509	26,918	27,346	27,755
3	26,245	26,654	27,063	27,491	27,920	28,349
4	26,688	27,118	27,526	27,975	28,405	28,854
5	27,390	27,799	28,228	28,677	29,147	29,596
6	28,273	28,724	29,175	29,652	30,127	30,604
7	28,977	29,440	29,902	30,390	30,881	31,369
8	29,601	30,076	30,550	31,053	31,553	32,056
9	30,284	30,770	31,257	31,771	32,285	32,797
10	31,129	31,627	32,127	32,652	33,180	33,707
11	32,128	32,639	33,150	33,690	34,230	34,768
12	33,310	33,845	34,379	34,945	35,508	36,072
13	34,916	35,478	36,037	36,630	37,223	37,812
14	37,116	37,708	38,300	38,923	39,545	40,171
15	40,042	40,665	41,288	41,945	42,604	43,260
16	43,358	43,816	44,711	45,428	46,125	46,403*

\*A longevity increase of \$100 will be added to the base salary in Schedule A in the contract year following the completion of 4, 8, 12, 16 and 20 full academic years of continuous employment in the school district. An employee on leave of absence granted by the board will be considered to be in continuous employment, but time on leave will not be counted in the determination of longevity increments.

**MAPLE SHADE TOWNSHIP PUBLIC SCHOOLS**  
**SCHEDULE A - 1991-92**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	26,406	26,736	27,067	27,398	27,730	28,062
2	27,056	27,443	27,831	28,240	28,668	29,077
3	27,782	28,191	28,600	29,028	29,457	29,886
4	28,320	28,750	29,158	29,607	30,037	30,486
5	28,712	29,121	29,550	29,999	30,469	30,910
6	29,595	30,046	30,497	30,974	31,449	31,926
7	30,317	30,800	31,262	31,750	32,241	32,729
8	31,101	31,576	32,050	32,553	33,053	33,556
9	31,806	32,292	32,779	33,293	33,807	34,319
10	32,551	33,049	33,549	34,074	34,602	35,129
11	33,638	34,149	34,660	35,200	35,740	36,278
12	35,307	35,842	36,376	36,942	37,505	38,069
13	37,015	37,577	38,136	38,729	39,322	39,911
14	39,313	39,905	40,497	41,120	41,742	42,368
15	42,578	43,201	43,824	44,481	45,140	45,796
16	46,435	46,893	47,788	48,505	49,202	49,480*

\*A longevity increase of \$100 will be added to the base salary in Schedule A in the contract year following the completion of 4, 8, 12, 16 and 20 full academic years of continuous employment in the school district. An employee on leave of absence granted by the board will be considered to be in continuous employment, but time on leave will not be counted in the determination of longevity increments.

SCHEDULE B

COMPENSATION FOR EXTRA CURRICULAR ACTIVITIES

1. The board agrees to compensate teachers participating in the following extra-curricular activities according to the following schedule:

Position or Activity	89-90	90-91	91-92
Athletic Director.....	\$4,634	\$5,062	\$5,530
Football:			
Head Coach.....	3,772	4,121	4,502
Ass't Coach, V/JV.....	2,601	2,844	3,107
Ass't Coach, F.....	2,194	2,397	2,619
Boys Basketball:			
Head Coach.....	1,639	3,976	4,344
Ass't Coach, V/JV.....	2,531	2,765	3,020
Ass't Coach, F.....	2,289	2,500	2,731
Boys Soccer:			
Head Coach.....	2,978	3,253	3,554
Ass't Coach, V/JV.....	2,044	2,233	2,440
Ass't Coach, F.....	1,354	1,479	1,616
Wrestling:			
Head Coach.....	3,572	3,902	4,263
Ass't Coach, V/JV.....	2,391	2,617	2,854
Ass't Coach, F.....	2,280	2,491	2,721
Baseball:			
Head Coach.....	3,087	3,367	3,678
Ass't Coach, V/JV.....	2,170	2,370	2,589
Cross Country Coach.....	2,283	2,494	2,725
Track:			
Head Coach.....	3,070	3,354	3,664
Ass't Coach.....	2,110	2,314	2,528
Golf Coach.....	1,794	1,960	2,141
Field Hockey:			
Head Coach.....	2,973	3,248	3,548
Ass't Coach, V/JV.....	2,086	2,279	2,490
Ass't Coach, F.....	1,354	1,479	1,616
Girls Basketball:			
Head Coach.....	3,631	3,969	4,336
Ass't Coach, V/JV.....	2,529	2,763	3,019
Ass't Coach, F.....	2,129	2,326	2,541
Softball:			
Head Coach.....	3,047	3,329	3,637
Ass't Coach, V/JV.....	2,125	2,322	2,537
Lacrosse:			
Head Coach.....	2,721	2,973	3,248
Ass't Coach.....	1,900	2,075	2,267
Girls Bowling:			
Varsity/IV Coach.....	1,479	1,616	1,765
Girls Soccer:			
Head Coach.....	2,991	3,268	3,570
Ass't Coach, V/JV.....	1,900	2,075	2,267

	89-90	90-91	91-92
<b>Assistant Coach of Conditioning:</b>			
Fall.....	\$1,647	1,799	1,965
Winter.....	570	623	681
Spring.....	513	560	611
<b>Cheerleader Advisor:</b>			
Head.....	1,829	1,998	2,183
Assistant.....	1,129	1,233	1,347
Intramural Sports.....	831	908	992
Band & Orchestra.....	2,182	2,384	2,605
Majorette & Color Guard.....	1,124	1,228	1,342
Chorus.....	1,089	1,190	1,300
Yearbook Advisor.....	2,062	2,253	2,461
Yearbook Business Manager.....	1,396	1,525	1,666
Newspaper Advisor.....	1,282	1,400	1,530
<b>Student Council:</b>			
7 and 8.....	1,167	1,275	1,393
9 through 12.....	1,509	1,649	1,802
<b>Class Advisors:</b>			
Freshman.....	750	819	895
Sophomore.....	770	841	919
Junior.....	1,099	1,200	1,311
Senior.....	1,735	1,895	2,070
<b>Drama (per production)</b>			
Director, 3 act plays & similar productions.....	945	1,032	1,127
Director, major musical.....	1,530	1,672	1,827
Activity Fund Treasurer.....	1,879	2,053	2,243
Metal Shop Club.....	1,390	1,519	1,660
Wood Shop Club.....	1,390	1,519	1,660
Key Club.....	648	708	773
<b>DECA</b>			
D.E.C.A. Advisor.....	1,248	1,363	1,489
D.E.C.A. Ass't Advisor.....	250	273	298
French Club.....	356	389	425
Spanish Club.....	356	389	425
Computer Club.....	356	389	425
Junior High Picture Yearbook.....	988	1,079	1,179
Media Club.....	356	389	425
Preschool Head Teacher.....	1,425	1,557	1,701
F.B.I.A.....	1,189	1,299	1,419
Health Careers.....	356	389	425
Sr. Honor Society.....	356	389	425
Jr. Honor Society.....	297	325	355
Math Team.....	250	273	298
Elementary Talent Show.....	250	273	298

2. Salaries shall be payable upon certification to the secretary of the board that the activity is completed; however, Schedule B personnel who are elected shall be paid one-half of their appropriate stipend at mid season and the balance due at the completion of the season.

3. A teacher who is unable to complete an activity due to illness, or resignation from the school system or other bona fide reason as determined by the board will be paid pro-rata.

BY-LAWS OF THE M.S.E.A

ARTICLE I--Powers and Duties of Officers

Section 1: President-The President shall

- (a) Preside over all meetings of the Executive Committee, and the General Membership.
- (b) Submit for approval of the Executive Committee the names of the individuals who will serve as chairpersons of standing committees and special committees.
- (c) Be an ex-officio member of all committees
- (d) With the Treasurer, sign all orders drawn upon the treasury for which a voucher has been submitted
- (e) Represent the Association before the public either personally or through a designated representative.
- (f) Perform all other functions usually attributed to the office.
- (g) The president or any other officer shall not approve his/her own vouchers. The president's voucher shall be approved by the treasurer and a vice-president. The treasurer's vouchers shall be approved by the president and a vice-president. Any questionable bills or vouchers shall not be paid until approved by the Executive Committee at its next regularly scheduled meeting.
- (h) Maintain official files.

Section 2: Vice-Presidents

- (a) Each vice-president shall work closely with one or more standing committees as the president may suggest.
- (b) Each vice-president shall be an ex-officio member of the negotiation and professional rights and responsibilities committees.
- (c) One of the vice-presidents shall become president whenever the presidency becomes vacant as provided in Article -- Section 6 of the Constitution.



- (d) A vice-president shall assume all duties of the president upon direction of the president and in the president's absence.

**Section 3: Recording Secretary**-The recording secretary shall

- (a) Keep accurate minutes of all meetings of the meetings of the Association and the Executive Committee.
- (b) Notify the bank of officers authorized to sign for funds.
- (c) Where possible, notify the appropriate members as to the time and place of Executive Committee meetings and Association meetings, at least (7) seven calendar days prior to the meeting.
- (d) Keep an accurate record of attendance of members to the Executive Committee meetings.

**Section 4: Corresponding Secretary**

The corresponding secretary shall take charge of all correspondence.

**Section 5: Treasurer**-The Treasurer shall:

- (a) Deposit all monies in a bank, in the name of the Association.
- (b) Notify NJEA of the name of the bank in which the Association dues are deposited.
- (c) Hold the funds of the Association and disburse them accordingly upon submission of voucher approved by the president.
- (d) Sign all checks, along with the president.
- (e) Give a financial report at each meeting of the Executive Committee.
- (f) Give a financial report at all general membership meetings if so required.
- (g) Prepare an annual financial statement which shall be distributed to all Association members.
- (h) File the appropriate federal and state forms.
- (i) Transfer appropriate NJEA-NBA dues money to NJEA.

- (j) Serve on the budget committee.
- (k) Be bonded for such amount as may be determined by the Executive Committee.

**ARTICLE II--Meetings**

- Section 1: The Association shall have at least four (4) general meetings during the school year.
- Section 2: The Executive Committee shall meet prior to each general meeting to discuss issues, formulate recommendations, and set the agenda.
- Section 3: The Executive Committee shall also meet at the call of the president or at the written request of any three(3) members of the Executive Committee.
- Section 4: A special meeting of the general membership may be called by the president. The executive committee, by a majority vote, may require the president to call a general membership meeting. Upon the written request of one-quarter of the members, the president shall call a special general membership meeting. No other business other than that for which the meeting is called may be transacted.
- Section 5: In order to transact business, a quorum of twenty-five per cent of the voting members of the Association must be present for a general membership meeting and majority of the members of the Committee for an Executive Committee meeting.

**ARTICLE III-- Executive Committee**

- Section 1: Committee Members
  - (a) The Executive Committee shall consist of the officers of the Association, Association Representatives, and the past president of the Association.
  - (b) The past president is defined as the President from the immediate preceding year.
  - (c) Should a president succeed him/herself, the position of past president will be considered vacant.

**Section 2: Powers and Duties-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-budgeted items not to exceed \$250 in any one case; disbursements in excess of non-budgeted \$250 must have the approval of the general membership.
- (d) Propose policies for the consideration by the general membership.
- (e) Execute policies established by the general membership.
- (f) Cause to be reported to the members its transactions.
- (g) Establish and set special committees as may be necessary.
- (h) Set the agenda for all general membership meetings.
- (i) Review the proposed budget and recommend its approval to the Association.
- (j) All such duties shall be consistent with the president's duties.
- (k) By a majority vote of the Executive Committee, members of the Association may be invited to Executive Committee meetings.

**ARTICLE IV--Committees**

**Section 1: Structure**

- (a) The chair persons of standing committees as are necessary for the proper functioning of the Association shall be appointed by the president with the approval of the Executive Committee.
- (b) The chairpersons of the committee shall select the members of the committee and shall conduct all business pertaining to their responsibilities.

- (c) Removal of chairpersons shall occur only upon the two-thirds vote of the members of the Executive Committee.
- (d) Standing committees shall submit reports when requested by the Executive Committee and/or the president.

**Section 2: Committee Title and Duties**

- (a) The NEGOTIATIONS COMMITTEE shall survey the members and prepare a proposed package to be negotiated with the Board of Education in all areas of member welfare and general conditions. All members of the negotiations committee shall be approved by a two-thirds vote of the members of the Executive Committee.\*
- (b) The PROFESSIONAL RIGHTS AND RESPONSIBILITIES COMMITTEE (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. This committee shall include all Association Representatives.
- (c) The INSTRUCTION COMMITTEE shall serve the Association as monitor and initiator of the classroom teachers' input to positive programs of instruction for the schools. This committee shall investigate recommended changes in instructional programs for effects such programs shall have on the professional educator. It should report its findings or curriculum developments directly to the Executive Committee.
- (d) The MEMBERSHIP COMMITTEE shall organize and conduct membership enrollment. Its members shall attempt to enroll cash members, new teachers, and former non-members employed for the current school year. It shall communicate with members on automatic payroll deductions to return by direct mail any corrections in their status or address after receiving their annual membership cards in the mail.

\* Negotiations Committee - The person assuming the responsibility of chief negotiator must attend the N.J.A. summer workshop immediately preceding the year in which negotiations are to be held.

- (e) 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 work cooperatively with the public in civic, fraternal, and social organizations.
- (f) the COMMUNICATIONS COMMITTEE shall be responsible to keep the general membership informed of Association action through fliers and newsletters; it shall develop a telephone call system for the membership in case of a crisis situation. At least one of its members shall be at the disposal of the negotiations committee; all communications shall be reviewed by the Association president.
- (g) The SOCIAL COMMITTEE shall organize such social activities as may serve the needs of members and promote support within the Association.
- (h) The LEGISLATIVE COMMITTEE shall have broad concern for state and national legislation affecting the interests of the Association. It shall inform the members about newly proposed and enacted legislation related to their interests, 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.
- (i) The HEALTH AND WELFARE COMMITTEE shall coordinate the Association's activities and services to members of the Association in the following areas:
1. state health plans
  2. pension and retirement
  3. insurance programs
  4. annuity programs
  5. Such special areas that may be beneficial to the general membership/

- (1) The CONSTITUTION AND BYLAWS COMMITTEE shall review and coordinate suggestions received and make recommendations (with the approval of the Executive Committee) to the general membership concerning any proposed amendments to the Constitution and Bylaws.
- (2) The PROPERTY DAMAGE COMMITTEE shall consist of three teaching members selected by the Association and two Board members selected by the Board of Education. The committee shall: A. Elect a chairperson from among its members. B. Establish procedures for making claims against the fund, C. Receive claims from eligible teaching staff members (must be members of the unit as designated in Article I of the Agreement), D. Investigate and make determination on all claims submitted to it, and E. Certify, in writing, that the claim to be valid and specify the amount of the award.

#### Section 3: Special Committees

Each year the president shall appoint, with the approval of the Executive Committee, an audit committee and other such special committees as may be necessary, and shall disband them upon completion of their duties. These committees shall operate according to rules approved by the Executive Committee. No officer shall serve on the audit committee. A copy of the audit shall become part of the Association's permanent record.

#### ARTICLE V--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 standing rules as the Executive Committee shall adopt.

## ADDENDA TO CONSTITUTION

### Article IV - Membership

#### Section 1: Active Members

- a) Active professional membership in the Association shall be open to all professional personnel employed in the schools of Maple Shade and who hold an earned bachelor's degree and where required, hold or are eligible to hold an earned regular certificate and who agree to abide by the Code of Ethics of the Education Profession with the exception of those persons not covered by the agreement presently in effect.
- b) Active Supportive Membership in the Association shall be open to all active supportive personnel employed in the schools of Maple Shade.
- c) Active professional members of the Association must also belong to the NEA, NJEA, and the DCEA. Active supportive members of the Association must also belong to DCEA and NJEA.

### Article V - Officers

#### Section 5 - Association Representatives

- a) Each building shall elect one representative for each fifteen (15) members of the teaching staff in that building. Each building shall have at least one representative. One representative shall also be elected to represent the Traveling Teachers. At least one representative shall be elected for each group of Active Supportive Members.

### Article IV - Section 2 - Committee title and duties

- a) the NEGOTIATIONS COMMITTEE (S)

CONSTITUTION OF THE MAPLE SHADE EDUCATION ASSOCIATION

ARTICLE I--Name and Incorporation

- Section 1: The name of this organization shall be the Maple Shade Education Association, hereafter referred to as the Association.
- Section 2: It is incorporated as a non-profit corporation under Title 15, Sections 1-17 of Revised Statutes of the State of New Jersey.

ARTICLE II--Affiliation

The Association shall be an affiliate of the Burlington County Education Association (BCEA), the New Jersey Education Association (NJEA), and the National Education Association (NEA).

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 develop and promote the adoption of such personnel policies and standards of preparation and participation as mark a profession.
- Section 3: To advance professional rights and status and responsibilities of its members as educators.
- Section 4: To represent its members and other employees in negotiations and grievances with the Board of Education on all matters of compensation and all other terms and conditions of employment.
- Section 5: To establish cooperation between the educator and the community.
- Section 6: To hold property and to employ a staff for the attainment of these purposes.



**ARTICLE IV--Membership**

**Section 1: Active Members**

- (a) Active membership in the Association shall be open to all professional personnel employed in the schools of Maple Shade, and who hold an earned bachelor's degree and where required, hold or are eligible to hold an earned regular certificate and who agree to abide by the Code of Ethics of the Education profession, with the exception of those persons not covered by the agreement presently in effect.
- (b) The restriction pertaining to certification and degree in the preceding paragraph shall not apply to all professional personnel who joined before September 1, 1965.
- (c) All eligible professional personnel of the Maple Shade Schools may become active members of this Association upon the payment of annual dues. Those electing to have dues deducted from their pay under the APD program will be considered active members upon the signing of the dues deduction authorization.
- (d) Active membership shall be continuous until the member leaves the school system, resigns from the Association, or fails to pay membership dues.
- (e) Active professional members of the Association must also belong to the NEA, NJEA, and the BCEA.
- (f) Active members shall constitute the voting body of the Association.

**Section 2: Retired Members**

Active members upon retirement may continue to enjoy all the 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.

**Section 3: 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 any 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, a vice-president for high schools, a vice-president for elementary schools, a recording secretary, a corresponding secretary, and a treasurer. No one shall be eligible for the office of president or vice-president until he/she has been employed at least three consecutive years in the Maple Shade Schools.

Section 2: The Committee on Elections shall report all nominations to the membership at the April general meeting. Members present at the meeting may nominate other candidates from the floor.

#### Section 3: Balloting

(a) Within ten (10) days following the April general meeting, the members shall vote for the officers by ballot in accordance with procedures developed by the Committee on Elections and approved by the Executive Committee.

(b) The Committee on Elections shall report the results to the president who will inform the membership.

(c) New officers shall be installed at the last general membership meeting of the school year which shall be held before June 15.

Section 4: The term of office shall be for one year, but persons holding any office may run for and be elected to consecutive terms.

#### Section 5: Association Representatives

(a) Each building shall elect one representative for each fifteen (15) members of the teaching staff in that building. Each building shall have at

least one representative. One representative shall also be elected to represent the traveling teachers.

- (b) Only the unit being represented shall vote for their appropriate Association Representative. Voting for Association Representatives shall be held at the same time as election of officers.
- (c) Any vacancy in the position of Association Representative shall be filled by a special election of only that unit to be conducted by the president within 10 days of the vacancy.

**Section 6: Vacancy of Office**

- (a) In the event of a vacancy in any office, except that of president, it shall be filled through appointment by the Executive Committee.
- (b) Should a vacancy occur in the office of president, the recording secretary shall call a meeting of the Executive Committee within 10 days of the vacancy and the remaining members of the Executive Committee shall elect one of the vice-presidents to succeed to that office for the remainder of the unexpired term.

**Section 7: Officers of the Association shall serve their term so long as they satisfactorily perform the duties of their office. Where an officer is guilty of negligence in the performance of his/her duties, 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 for recall can be made by the submission of a petition to the Executive Committee. Such petition shall contain the signatures of no less than 1/3 of the general membership of the Association.
- (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 General Membership.
- (d) The Executive Committee shall schedule hearings, whenever necessary, to review the recommendation of recall of an officer.
- (e) The report of those hearings shall be made available in writing to the membership.

(f) A general membership meeting shall be called two weeks after the issuance of the report for debate and discussion of the recall charges

(g) Such recall shall be determined by a majority vote of the membership

#### ARTICLE VI - Parliamentary Authority

Robert's Rules of Order, Revised, shall be the authority for parliamentary procedure on all matters not covered by this Constitution, its By-Laws, and Amendments

#### ARTICLE VII - Amendments

The membership may, upon a two-thirds majority of those voting at a general membership meeting, amend this Constitution and its By Laws provided that the amendments have been introduced verbally and in writing at the preceding general membership meeting