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Agreement

BETWEEN

**Pemberton Township
Board of Education**

AND

**Pemberton Township
Education
Association**

COVERING THE PERIOD
JULY 1, 1973 to JUNE 30, 1975

Constitution & By-Laws

PEMBERTON TOWNSHIP
EDUCATION ASSOCIATION

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AGREEMENT

between

**THE PEMBERTON TOWNSHIP
BOARD OF EDUCATION**

and

**THE PEMBERTON TOWNSHIP
EDUCATION ASSOCIATION**

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PREAMBLE

This Agreement entered into this 21st day of May, 1973 between the Board of Education of Pemberton Township, Burlington County, New Jersey hereinafter called the "Board" and the Pemberton Township Education Association, hereinafter called the "Association".

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

WHEREAS, The Board of Education has an obligation pursuant to Chapter 303, P. L. 1968 to negotiate with the Pemberton Township Education Association as the representative of the teachers of Pemberton Township, and

WHEREAS, the parties having reached certain understandings desire to confirm this agreement as follows:

Article I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole collective bargaining representative for negotiations concerning the terms and conditions of employment for certified personnel in the following job classifications, whether under contract, on leave, employed or to be employed by the Board, during the term of this contract to wit: classroom teachers, librarians, home teachers, nurses, guidance counselors, and speech therapists but excluding supervisory personnel.

B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiat-

ing unit as above defined, and references to male teachers shall include female teachers.

Article II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968, N. J. in a good-faith effort to reach agreement concerning the terms and conditions of teachers' employment. Negotiations shall begin no later than the third Tuesday of October.

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

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

D. Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable the effective date of this Agreement to teachers covered by this Agreement shall continue to be so applicable during the term of the Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

E. 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 of the parties at the time they negotiated or executed this Agreement.

F. The Board agrees not to negotiate concerning said teachers in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

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

Article III GRIEVANCE PROCEDURE

A. The term "grievance" means a claim by any teacher covered by this Agreement that, as to him, there has been an equitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said teacher.

B. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. An aggrieved teachers shall institute action under the provisions hereof within thirty

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

D. A teacher processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

E. In the presentation of a grievance, the teacher shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.

F. Whenever the teacher appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

G. A teacher shall first discuss his grievance orally with his immediate superior (supervisor or principal). Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) calendar days of said hearing.

H. If the grievance is not resolved to the teacher's satisfaction within five (5) calendar days from the determination referred to in Paragraph G. above, the teacher may submit his grievance to the Superintendent of Schools in writing, specifying:

1. The nature of the Greivance;
2. The results of the previous discussion;
3. The basis of his dissatisfaction with the determination.

I. A copy of the writing called for in Para-

graph H above shall be furnished to the school principal and to the immediate superior of the aggrieved teacher.

J. Within ten (10) calendar days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

K. Within ten (10) calendar days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the teacher and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved teacher.

L. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs J and K, or in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory, by the aggrieved teacher, within ten (10) calendar days of the failure of the Superintendent to act, or within ten (10) calendar days of the determination by him, said teacher may appeal to the Board of Education.

M. Where an appeal is taken to the Board, there shall be submitted by the grievant:

The Writing set forth in Paragraphs H and K, and a further statement in writing setting forth the grievant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to all parties affected.

N. If the grievant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted

to it, or the Board may, on its own motion, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the grievant requests in writing a hearing before the Board, a hearing shall be held.

O. The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall in writing notify the teacher, his representative, if there be one, the principal and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

P. In the event a teacher is dissatisfied with the determination of the Board, he shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968, or at his option through the American Arbitration Association. A request for advisory arbitration shall be made no later than fifteen (15) calendar days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved teacher and the Board shall mutually agree upon a longer time period within which to assert such a demand.

Q. The arbitrator's decision shall be in writing and shall set forth his findings of facts, reasoning and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms

of this Agreement.

R. The following matters shall not be arbitrable:

1. The failure or refusal of the Board to renew a contract of a non-tenure teacher;

2. Matters where a method of review is prescribed by law or by any rule, regulation of the State Commissioner of Education or the State Board of Education;

3. Matters where the Board is without authority to act;

4. Matters involving the statutory or discretionary powers of the Board.

S. In the event a grievance arises which affects a group of teachers, the Association may initiate the grievance procedure in the manner provided for in Paragraphs H and I of this Article. The Superintendent shall be advised of the names of all teachers involved.

T. The Computation of calendar days, school holidays and Christmas and Easter vacations (but not summer vacation) shall be excluded.

Article IV TEACHER RIGHTS

A. Pursuant to Chapter 303, Public Law 1968, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the

United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. No teacher shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and the limitations as set forth in Article III, Paragraph R.

C. Whenever any teacher is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could result in the termination of employment of that teacher, then he shall be given prior notice (which, upon request of the teacher, will be in written form) of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension shall be with pay until formal action of the Board of Education.

D. A notice of vacancy in a position with the bargaining unit paying a salary differential or in a position on the administrator-supervisory level (co-curricular activities excluded) shall be posted in each school. Teachers who desire to

apply for such a vacancy shall submit an application in writing within the time limit specified on the notice. The Board agrees to give due consideration to the professional qualifications of all applicants and other relevant factors including the need to assure a well balanced staff, the effective implementation of the educational program and the pupil welfare. The Board reserves the right to employ a person from outside the district.

E. All criticism of any employee's work or actions shall be done in private except in case of emergency, or where, in the judgment of the administration, the health and welfare of children are involved.

F. A teacher, upon written request to the Superintendent or Assistant Superintendent five days in advance, shall be given the permission to inspect his official personnel file which is used by the system for his evaluation.

G. No teacher shall be prevented from wearing pins or other identification of membership in the association or its affiliates.

H. A representative of the association may attend general faculty-administration meetings as an observer.

I. Teachers will not be required to correct standardized tests that can be machine scored.

J. Teachers will not be required to keep attendance on the school registers after October 1 of the School year. Thereafter, registers will be kept by the Administration, including closing and balancing figures.

Article V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association may distribute official information concerning association business through use of the teachers mailboxes, inter-school mail distribution and a faculty bulletin

board, where and as long as such facilities exist. The Board assumes no responsibility for delivery.

B. The Association may have access to school buildings at reasonable hours for meetings; such meetings shall be arranged by a formal application from the President of the Association to the Board. The Association will pay for the cost of additional janitorial services and additional utilities incident to such use.

C. Faculty meetings are to be avoided on the third Monday of each month in order that the Association officers and teacher representatives may attend Association meetings after school hours. Under exceptional circumstances (where faculty meetings are absolutely necessary on these dates) Association officers, representatives and committee chairmen will be excused by the principal.

D. At school orientation programs conducted for new teachers, a representative of the Association may address the teachers, upon request made to the building principal.

Article VI TEACHER HOURS

A. All personnel covered in this agreement shall not be required to report earlier than one-half hour ($\frac{1}{2}$) before the start of the school day and shall not be required to remain longer than one-half hour ($\frac{1}{2}$) after the close of the school day. The total in-school work day shall not exceed $7\frac{1}{4}$ hours except as hereinafter provided and shall include a duty free period during the normal lunch hours. This lunch period shall be 30 minutes.

B. Teachers may be asked to remain after school for faculty meetings. Every effort will be made to limit faculty meetings to ½ hour beyond the end of the teacher's work day. In no event shall teachers be required to remain at such meetings for more than 1 hour beyond the teachers work day.

C. Under unusual circumstances and also during emergencies, teachers may be asked to extend their work day to assist with the supervision of transported pupils and abnormal transportation difficulties.

D. Teacher participation in Co-Curricular activities is encouraged and shall be voluntary. Selection shall be at the discretion of the Board of Education. Board approval shall be required for each formal co-curricular activity. When approved by the Board, teachers who participate will be compensated at the rate set forth in Schedule C.

E. Detention of a student imposed by a Principal or Supervisor shall be the responsibility of the Administration. All other detentions shall be the responsibility of the teacher or teachers who impose them.

F. Teachers shall be permitted to leave the building during their scheduled lunch period by signing out and in in the prescribed manner.

G. On Friday and on days preceding holidays or vacations, the teacher's day shall end when all pupils have been loaded on their respective busses for transportation to their homes.

H. All parent conferences will be scheduled to begin within the teachers' work day and will continue until concluded.

Article VII

SALARIES

A. The salaries of all teachers covered by this Agreement for the 1973-1974 school year are set forth in Schedule A, and for the 1974-1975 school year are set forth in Schedule B—both of which are attached hereto and made a part hereof.

B. 1. Teachers may individually elect to have ten (10%) per cent of their monthly salary deducted from their pay for summer payment plan. These funds shall be paid to the teacher on the final day in June or according to a mutually satisfactory schedule.

2. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day, but not before the 13th of any month.

3. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June, but not before the 13th of the month and after all work is completed.

C. Special Education Teachers shall be paid an additional increment of \$200.

D. Teachers selected as advisors or directors of Co-Curricular activities shall be compensated at the rate set forth in Schedule C.

E. Graduate Credits and MA Degree earned shall be in the field of teaching or in the teacher's teaching field and credits allowed prior to February 10, 1969 shall continue in effect though they are not earned as herein required.

All teachers employed by the Board of Education prior to February 10, 1969 who are at the BA/S level will retain salary credit for courses above the BA/S level theretofore completed.

Thereafter, for credit to be given to teachers for advancement on the salary guide, all courses for which salary credit is sought shall be on a graduate level.

As to teachers who begin work for the Board after July 1, 1973—for credit to be given for advancement on the salary guide between BA/S and MA/S, all courses for which salary credit is

sought shall be in a planned Master's Degree program.

Article VIII

TEACHER ADMINISTRATION LIAISON

The Association, as representative of the teachers, and the Board, each recognize the need and desirability for effective and continuing communication on subjects related to current school practices and problems, including, but not limited to: curriculum programs, non-teaching duties, teacher facilities and specialists, etc. To that end a Liaison Committee shall be established. Said committee shall consist of eight members, 4 appointed by the Association and 4 appointed by the Superintendent. Said committee shall meet monthly during the school year at times scheduled by mutual agreement to discuss, review, and make recommendations to the Superintendent for consideration by the Board in order that quality education may be maintained and improved. Service on the committee shall be voluntary and without compensation.

Article IX

LEAVES OF ABSENCE

A. Sick Leave

All full-time teachers shall be entitled to ten (10) days sick leave per year, as required by law. Unused days of sick leave shall be accumulated from year to year.

Upon retirement from the District, as certified by the Division of Pensions, the Board will pay the retiring teacher retirement pay calculated at the rate of \$7.50 per day for all unused sick days accumulated in Pemberton

Township under this article.

If a teacher is absent on sick leave for three (3) consecutive days or more, a Doctor's Certificate shall be required. If a teacher is absent because of illness immediately before or immediately after a holiday, a Doctor's Certificate shall also be required.

A deduction of 1/200ths of a teacher's annual salary shall be made for each day of unexcused absence, including all days during the holiday, if such Doctor's Certificate is not furnished. The Board reserves the right to have the School Physician certify absences of illness.

B. Temporary Leaves of Absence

All full-time teachers shall be entitled to the following non-accumulative leaves of absence with pay during each school year.

(1) In the event of a death in the immediate family, an allowance of up to five (5) days leave shall be granted. "Immediate family" shall be father, father-in-law, mother, mother-in-law, son-in-law, spouse, child, brother, sister, daughter-in-law, or any member of the immediate household.

(2) In the event of a serious illness in the immediate family, certified to by a duly licensed physician, an allowance of up to three (3) days leave shall be granted in each school year.

(3) In the event other emergencies arise, such as Court appearance under subpoena, Jury Duty, funeral attendance, etc., an allowance of up to three (3) days leave may be granted by the Superintendent of Schools.

(4) When Rosh Hashana and/or Yom Kippur occur on days when school is in session, teachers who observe those days for re-

ligious reasons shall be granted a leave of absence for such purposes upon making request for same in the manner provided for in Article IX paragraph D. (Personal Leave).

(5) After a teacher has completed eight (8) years of continuous service in Pemberton Township School district, a leave of absence without pay for the purpose of caring for a sick member of the teacher's immediate family may be granted for up to one (1) calendar year and such additional time as will permit the leave of absence to terminate on the following June 30. Such leave shall not interrupt the teacher's employment with the Board, and if the teacher has taught for five (5) months or more during the school year in which the leave is granted, the teacher shall be placed upon the next step of the salary guide upon his return to work.

(6) All applications and responses for leaves shall be presented in writing on forms provided for that purpose.

C. Maternity Leave

Any teacher who becomes pregnant shall notify the Superintendent of her pregnancy and the anticipated date of her delivery as soon as same is medically confirmed by her doctor. Said teacher shall be eligible to receive maternity leave, without pay.

Such leave shall begin at a date requested by the teacher. The Superintendent may, at any time, request a doctor's certificate stating that a pregnant teacher is physically able to continue to teach.

Such leave will extend until the beginning of the following school year. However, if a teacher notifies the Superintendent, prior to beginning maternity leave, of her desire to return to work within the school year in which

leave is taken, arrangements will be made for her to return to work. In determining the date of the teacher's return to work, consideration shall be given to the effect on the education of the pupils. Under normal circumstances, the return at the beginning of the semester will be preferred.

The Board cannot guarantee that, upon return to work, such teacher will be assigned to the same building, class, room or grade she had before such leave.

The foregoing shall not require the Board to continue the leave of absence of a non-tenure teacher beyond the school year for which she was originally hired, or to offer tenure or a new contract to a non-tenure teacher.

The Board agrees that it will comply with the applicable federal and state laws and regulations relating to maternity leave as interpreted and amended by the Courts and administrative agencies having appropriate jurisdiction.

D. Personal Leave

Each teacher who has served more than one (1) school year in Pemberton Township shall be granted two (2) days personal leave with pay during each school year. Each teacher who has served more than at least one (1) semester but less than one (1) school year in Pemberton Township shall be granted one (1) day personal leave with pay. This leave shall be non-accumulative. Each personal leave request must be made directly to the teacher's principal or immediate supervisor five (5) days prior to the desired time off, and is subject to Superintendent's approval. Except in cases of exten-

uating circumstances, personal leave will not be granted with pay on any of the first twenty (20) school days or the last twenty (20) school days in a school year nor during the week immediately preceding or following a school holiday or vacation period. Not more than two (2) per cent of the persons in any employment category will be excused on the same day, except in cases involving religious holidays or time off indicated by statute.

E. Absences because of snow or inclement weather when school is in session are without pay. Salary deductions will be made accordingly. Any deductions that are made are based on 1/200ths of the annual salary for each day's absence.

F. Sick leave is not to be considered similar to military leave time or as earned vacation time.

G. For each period of absence, a teacher will be required to complete and file an appropriate form with the Office of the School Superintendent, regardless of the nature of the absence and the type of leave involved.

H. Upon written request from the teacher, other extended leaves of absence without pay may be granted by the Board at its discretion.

Article X

SCHOOL COMMUNICATIONS

A. An effort will be made to avoid announcements over the Public Address System at times which will interfere with the instructional program.

B. An effort will be made to avoid reading previously distributed printed material at Faculty Meetings.

Article XI
BOARD'S FUNCTION

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

Article XII
INSURANCE PROTECTION

A. As of the beginning of the 1973-1974 School Year, the Board of Education shall provide, at its expense, group Blue Cross and Blue Shield with Rider J and major medical single coverage for same. In addition, the Board will pay 50% of the difference between the cost of single coverage and the cost of family coverage for those teachers who enroll under the Board plan for family coverage. As of the beginning of the 1974-1975 School Year, the Board will pay 85% of the difference between the cost of single coverage and the cost of family coverage for those teachers who enroll under the Board plan for family coverage in addition to single coverage above provided for.

B. Those teachers not availing themselves of Blue Cross and Blue Shield coverage will not receive payment in lieu thereof.

C. The insurance carrier will be expected to provide each teacher with an identification card and a description of the health-care insurance provided under this article.

Article XIII
TEACHER FACILITIES

A. For the 1973-1974 School Year, the Board shall continue to provide the following:

1. To continue to provide a teacher work area for the preparation of instructional materials, and an appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge where said rooms or areas presently exist.

2. Provide a serviceable desk, chair and, upon request, a filing cabinet for the exclusive use of the teacher.

3. A designated area in the cafeteria of each school as a faculty dining area.

4. Make a complete inventory of A.V.A. equipment for every building and provide for at least one (1) complete overhaul or replacement of non-operational office equipment and audio-visual aids machinery per year.

5. Closet space for each teacher to store coats, overshoes, and personal articles either within the classroom or in hall lockers adjacent thereto.

6. Each faculty room shall be provided with a typewriter and a work table effective September 1, 1973.

Article XIV
PREPARATION PERIODS AND
TEACHER SCHEDULES

A. Each High School classroom teacher shall be given one duty-free period per day solely for preparation of his or her classes.

B. Each elementary classroom teacher shall have the right to use time for preparation when

a specialist is supervising the said teacher's class.

C. Except under unusual circumstances when it is necessary to schedule more than three consecutive classes to provide curriculum coverage, the Board will arrange teachers' schedules so that no subject matter teacher will be required to teach more than three (3) consecutive classes. This shall not apply in cases where double periods exist. Under no circumstances will a teacher teach more than four (4) consecutive periods. If such a schedule is necessary, then it will be discussed with the teacher prior to assignment.

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

E. The Board will provide elementary teachers with two (2) hours preparation time during each 5-day teaching week in the school year. For the 1974-1975 school year, this preparation time shall be increased to two and one-half (2½) hours per week. Where, due to vacations, holidays or other causes, the work week is less than five (5) days, the weekly preparation time shall be reduced proportionately.

F. It is recognized that there are times when, due to teacher absences and the unavailability of substitutes, the administration must assign a teacher to cover a class, thereby depriving the teacher of a preparation period. In order to spread such assignments to all

teachers in an equitable manner, a roster of teachers in each building will be prepared and an effort will be made to substitute assignments from the roster on a rotating basis. Situations where teachers mutually agree to cover for each other shall be accepted for the operation of this program. In no case shall a teacher having in-school suspension at the high school be asked to cover the class of an absent teacher during the time said teacher is in charge of in-school suspension.

Article XV

TEACHER EMPLOYMENT

A. After July 1, 1973, the Board of Education will hire only teachers with Standard Certificates except in special areas (for example, Vocational, Industrial Arts, Instrumental Music, Nurses and Special Service personnel) where State regulations authorize or permit employment of teachers holding substandard certificates.

B. All teachers shall be notified of their contract and salary status for the ensuing year no later than April 30. All teachers shall respond to the Board within fifteen (15) days after receipt of such notice.

Article XVI

TRANSFER AND REASSIGNMENT

A. A list of teaching vacancies for the ensuing year shall be posted in each school by March 1 and updated through May 1. The Administration will give consideration to a written request for transfer or reassignment received prior to May 1, from a teacher in the district when in the judgment of the Administration such transfer will be to the mutual

benefit of the teacher and the district. An effort will be made to honor the request which will normally become effective at the beginning of the next school year.

B. When in the judgment of the Administration an involuntary transfer or reassignment becomes necessary, the teacher or teachers affected will be notified in person (or by certified mail during vacation). Such teacher will be afforded the opportunity to discuss with the Superintendent or his representatives the reasons for the change.

Article XVII PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. Teachers shall immediately report cases of injury or assault suffered by them in connection with their employment to their principal or other immediate superior.

B. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and who shall act in appropriate ways as liaison between the teacher, the police and the courts.

C. The Board shall reimburse teachers for damage to clothing or other personal property (not otherwise covered by insurance) in excess of \$25, based on depreciated value, sustained by a teacher as the result of an unprovoked assault while the teacher is acting within the scope of his or her employment.

Article XVIII
SABBATICAL LEAVE

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

A. Such leave shall be limited to two (2) persons for one school year each; or four (4) persons for one (1) semester each; or one (1) person for one school year and two (2) persons for one semester each, starting with the 1974-1975 school year.

B. Selected personnel who have had seven (7) consecutive years or more of satisfactory service with the Pemberton Township Public Schools shall be eligible for sabbatical leave.

C. All sabbatical leaves shall be dependent upon the ability of the Board of Education to hire suitable replacements.

D. The nature and scope of study which the teacher proposes to pursue while on sabbatical leave must be approved by the Superintendent of Schools.

E. Selection of applicants will be made on the basis of:

1. Previous record of applicant in the Pemberton Township Schools;
2. Benefit of proposed study to Pemberton Township Public Schools;
3. Benefit of applicant relative to his field of instruction.

F. Sabbatical leave shall be for the period of one school year or a single semester as the case may be, depending upon the operation of paragraph A above.

G. A teacher on sabbatical leave shall be paid at 50% of the salary he would have received had he remained on active duty in the school. Payment shall be made in regular salary payments.

H. Persons who accept a sabbatical leave must sign a statement of intention to return to the Pemberton Township School System immediately following sabbatical leave for a period of two years. Failure to comply with the 2-year obligation will require repayment of the compensation received during the sabbatical leave as follows:

1. Total compensation if a person does not return to the Pemberton Township Schools. Total sabbatical leave salary will be due and payable on December 1 immediately following the leave.

2. One-half compensation if a person returns for only one year. One-half of the sabbatical leave salary will be due and payable on December 1, one year after the completion of the sabbatical leave.

I. Upon return from such leave, a teacher shall be placed on the salary scale at the level he would have achieved had he remained on active duty in the district, with recognition on the salary guide for any additional credits earned while on sabbatical leave. However, the school district does not guarantee a teacher the same position earned before taking sabbatical leave.

J. Applicants will be notified by the Board on or before April 1 as to the disposition of their applications.

Article XIX
TEACHER EVALUATION AND
FAIR DISMISSAL

A. Non-tenure teachers shall be evaluated at least twice a year by different evaluators.

B. All evaluations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher involved. Lesson plans shall be available upon request of supervisory personnel.

C. After a teacher has been evaluated, he or she shall have the right to see the evaluation report prepared by the evaluator and, upon request, to have a conference with the evaluator after the completion of the evaluation. The evaluation report shall be signed by both the teacher and the evaluator and thereupon the teacher shall be given a copy of it.

D. Prior to March 31 of each year, each non-tenure teacher shall receive written notice as to whether or not the administration intends to recommend a renewal of contract for the ensuing year, and if such teacher desires to discuss an unfavorable recommendation with a representative of the Board of Education, he will be provided an opportunity to do so, upon making written request, filed with the Superintendent prior to May 1, immediately following.

E. The Board and the Association agree to consider the development of specific criteria and procedures for the evaluation of teachers. Without in any way modifying the provisions of Article XIX of the collective bargaining agreement or negating the Board's responsibilities in this area, the Board is willing to have a committee of six (3 Board-appointed

G. A teacher on sabbatical leave shall be paid at 50% of the salary he would have received had he remained on active duty in the school. Payment shall be made in regular salary payments.

H. Persons who accept a sabbatical leave must sign a statement of intention to return to the Pemberton Township School System immediately following sabbatical leave for a period of two years. Failure to comply with the 2-year obligation will require repayment of the compensation received during the sabbatical leave as follows:

1. Total compensation if a person does not return to the Pemberton Township Schools. Total sabbatical leave salary will be due and payable on December 1 immediately following the leave.
2. One-half compensation if a person returns for only one year. One-half of the sabbatical leave salary will be due and payable on December 1, one year after the completion of the sabbatical leave.

I. Upon return from such leave, a teacher shall be placed on the salary scale at the level he would have achieved had he remained on active duty in the district, with recognition on the salary guide for any additional credits earned while on sabbatical leave. However, the school district does not guarantee a teacher the same position earned before taking sabbatical leave.

J. Applicants will be notified by the Board on or before April 1 as to the disposition of their applications.

Article XIX
TEACHER EVALUATION AND
FAIR DISMISSAL

A. Non-tenure teachers shall be evaluated at least twice a year by different evaluators.

B. All evaluations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher involved. Lesson plans shall be available upon request of supervisory personnel.

C. After a teacher has been evaluated, he or she shall have the right to see the evaluation report prepared by the evaluator and, upon request, to have a conference with the evaluator after the completion of the evaluation. The evaluation report shall be signed by both the teacher and the evaluator and thereupon the teacher shall be given a copy of it.

D. Prior to March 31 of each year, each non-tenure teacher shall receive written notice as to whether or not the administration intends to recommend a renewal of contract for the ensuing year, and if such teacher desires to discuss an unfavorable recommendation with a representative of the Board of Education, he will be provided an opportunity to do so, upon making written request, filed with the Superintendent prior to May 1, immediately following.

E. The Board and the Association agree to consider the development of specific criteria and procedures for the evaluation of teachers. Without in any way modifying the provisions of Article XIX of the collective bargaining agreement or negating the Board's responsibilities in this area, the Board is willing to have a committee of six (3 Board-appointed

representatives and 3 Association-appointed representatives) meet, discuss, review and, by September 1, 1974, make suggestions designed to implement the teacher evaluation process.

Article XX TUITION GRANTS

When recommended by the Superintendent and approved by the Board, payment will be provided by the Board for the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the Administration to take.

Article XXI BUILDING PROCEDURE

There shall be established a Building Level Advisory Committee consisting of representatives of the Administration, including the principal and the classroom teachers, to discuss and review building problems and to make recommendations with respect thereto. The recommendations of the committee shall be distributed to the faculty and submitted to the Superintendent. It is understood that the ultimate responsibility for approving committee action shall be with the Superintendent.

Article XXII SUMMER SCHOOL

Should the Board determine to employ teachers for summer school work, teachers employed in the Pemberton Township School District who are certified and who have taught during the regular school year in the subject

or grade level area where summer teaching services are required shall have priority for such employment in preference to teachers from outside the school district, provided such teachers file with the Superintendent on or before April 1 of each school year a written request for consideration for summer employment for the ensuing summer.

Article XXIII
NONDISCRIMINATION

This agreement is subject to the provisions of N.J.S.A. 10:5-1 as same is now enacted or may be hereafter amended.

Article XXIV
**EFFECT OF REDUCTION OF FORCE UPON
PERSONS UNDER TENURE**

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

Nothing in this title or any other law relating to tenure of service shall be held to limit the right of any board of education to reduce the number of teaching staff members, employed in the district whenever, in the judgment of the board, it is advisable to abolish any such positions for reasons of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the district or for other good cause upon compliance with the provisions of this article.

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

Dismissals resulting from any such reduction shall not be made by reason of residence, age,

sex, marriage, race, religion or political affiliation but shall be made on the basis of seniority according to standards to be established by the commissioner with the approval of the state board.

18A:28-11. Seniority; board to determine; notice and advisory opinion

In the case of any such reduction the board of education shall determine the seniority of the persons affected according to such standards and shall notify each such person as to his seniority status, and the board may request the commissioner for an advisory opinion with respect to the applicability of the standards to particular situations, which request shall be referred to a panel consisting of the county superintendent of the county, the secretary of the state board of examiners and an assistant commissioner of education designated by the commissioner and an advisory opinion shall be furnished by said panel. No determination of such panel shall be binding upon the board of education or any other party in interest or upon the commissioner or the state board if any controversy or dispute arises as a result of such determination and an appeal is taken therefrom pursuant to the provisions of this title.

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

If any teaching staff member shall be dismissed as a result of such reduction, such person shall be and remain upon a preferred eligible list in the order of seniority for reemployment whenever a vacancy occurs in a position for which such person shall be qualified

and he shall be reemployed by the body causing dismissal, if and when such vacancy occurs and in determining seniority, and in computing length of service for reemployment, full recognition shall be given to previous years of service, and the time of service by any such person in or with the military or naval forces of the United States or of this state, subsequent to September 1, 1940 shall be credited to him as though he had been regularly employed in such a position within the district during the time of such military or naval service.

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

The commissioner in establishing such standards shall classify as far as practicable the fields or categories of administrative, supervisory, teaching or other educational services and the fields or categories of school nursing services which are being performed in the school districts of this state and may, in his discretion, determine seniority upon the basis of years of service and experience within such fields or categories of service as well as in the school system as a whole, or both.

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

The services of any teaching staff member who is not the holder of an appropriate certificate, in full force and effect, issued by the state board of education may be terminated without charge or trial, except that any school nurse appointed prior to May 9, 1947 shall be protected in her position as is provided in section 18A:28-4 of this title.

In the event of a reduction in the number

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

Article XXV

MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Copies of this Agreement may be printed within thirty (30) days after the Agreement is signed by either party at their own cost.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified letter at the following addresses:

1. If by Association, to Board at:

Box 98, Browns Mills, New Jersey 08015

2. If by Board, to Association at:
Box 264, Pemberton, New Jersey 08068

Article XXVI

DURATION OF AGREEMENT

A. This Agreement shall be effective as of 1st July 1973 and shall continue in effect until June 30, 1975, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

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

**PEMBERTON TOWNSHIP EDUCATION
ASSOCIATION**

By Arthur Giedlin, Its President

By Patricia L. O'Brien, Its Secretary

**PEMBERTON TOWNSHIP BOARD
OF EDUCATION**

By Edwin B. Cohen, Its President

By Richard Reeves, Its Secretary

**SCHEDULE A
TEACHER SALARY GUIDE
PEMBERTON TOWNSHIP BOARD OF EDUCATION
1973-74**

	A Non-Degree Emer. & Prov. Certificate	B Non-Degree Permanent Certificate	C B. A. Earned	D B. A. and 30 Graduate Credits	E M. A. Earned	F M. A. & 30 Graduate Credits
0 to begin 1st year	6700	7450	8100	8400	8700	9000
1 to begin 2nd year	7000	7750	8400	8700	9000	9300
2 to begin 3rd year	7300	8050	8700	9000	9300	9600
3 to begin 4th year	7600	8350	9000	9300	9600	9900
4 to begin 5th year	7900	8650	9300	9600	9900	10200
5 to begin 6th year	8200	8950	9600	9900	10200	10500
6 to begin 7th year	8500	9250	9900	10200	10500	10800
7 to begin 8th year	8800	9550	10200	10500	10800	11100
8 to begin 9th year	9100	9950	10600	10900	11200	11500
9 to begin 10th year	9400	10350	11000	11300	11600	11900
10 to begin 11th year	9700	10750	11400	11700	12000	12300
11 to begin 12th year	10000	11150	11800	12100	12400	12700
12 to begin 13th year	_____	11550	12200	12500	12800	13100
13 to begin 14th year	_____	_____	12750	13050	13350	13650

An additional \$200 is granted at the start of the school year following completion of the 14th year of service in Pemberton Township.

SCHEDULE B
TEACHER SALARY GUIDE
PEMBERTON TOWNSHIP BOARD OF EDUCATION
1974-75

	A Non-Degree Permanent Certificate	B B. A. Earned	C B.A. and 15 Graduate Credits	D B.A. and 30 Graduate Credits	E M. A. Earned	F M.A. & 15 Graduate Credits	G M.A. & 30 Graduate Credits
0 to begin 1st year	7800	8450	8600	8900	9100	9250	9550
1 to begin 2nd year	8100	8750	8900	9200	9400	9550	9850
2 to begin 3rd year	8400	9050	9200	9500	9700	9850	10150
3 to begin 4th year	8700	9350	9500	9800	10000	10150	10450
4 to begin 5th year	9000	9650	9800	10100	10300	10450	10750
5 to begin 6th year	9300	9950	10100	10400	10600	10750	11050
6 to begin 7th year	9600	10250	10400	10700	10900	11050	11350
7 to begin 8th year	9900	10550	10700	11000	11200	11350	11650
8 to begin 9th year	10300	10950	11100	11400	11600	11750	12050
9 to begin 10th year	10700	11350	11500	11800	12000	12150	12450
10 to begin 11th year	11100	11750	11900	12200	12400	12550	12850
11 to begin 12th year	11500	12150	12300	12600	12800	12950	13250
12 to begin 13th year	12000	12700	12850	13150	13350	13500	13800
13 to begin 14th year	————	13300	13450	13750	13950	14100	14400

An additional \$300 is granted at the start of the school year following completion of the 14th year of service in Pemberton Township.

**PEMBERTON TOWNSHIP BOARD OF
EDUCATION**

Schedule C

Co-Curricular Activities: Elementary Schools

POSITION	SALARY	
	1973-74	1974-75
Head of Intramurals	\$250	\$300
Interscholastic Coaches	200	250
Intramural Coaches (Head)	200	225
Cheerleaders	200	225
Student Council Advisors	175	225
Safety Patrol Advisors	125	150
Home Instruction	8.50/hr.	9.00/hr.

NOTE: All activities are subject to Board Review and determination with respect to enlargement, reduction or discontinuance.

**Pemberton Township Board of Education
SCHEDULE C**

Co-Curricular Activities: High School

SPORT	POSITION	SALARY	
		1973-74	1974-75
Athletic Director	---	\$1500	\$1650
Football	Head	1300	1400
	V. Assts.	900	950
	Jr. Var.	825	875
	Fresh.	800	850
Basketball	Head	1150	1300
	Jr. Var.	850	900
	Fresh.	800	850
Wrestling	Head	1100	1200
	Jr. Var.	800	850
	Fresh.	750	800

POSITION		1973-74	1974-75
Baseball	Head	900	1000
	Jr. Var.	800	850
	Fresh.	750	800
Track	Head	850	950
	Asst.	750	800
	Fresh.	650	700
Equip. Manager	----	825	900
Ticket Manager	----	575	625
Cheerleaders	----	600	650
Girls Hockey	Head	550	650
	Asst.		550
Girls Basketball	Head	550	650
	Asst.		550
Girls Softball	Head	500	600
	Asst.		500
Golf	----	550	650
Cross Country	----	675	800

NOTE: All activities are subject to Board Review and determination with respect to enlargement, reduction or discontinuance.

**Pemberton Township Board of Education
SCHEDULE C
Co-Curricular Activities: High School**

POSITION	SALARY	
	1973-74	1974-75
Yearbook Advisors	\$ 500	\$ 525
Treasurer Activity Fund	700	725
Sr. Class Advisors	450	475
Jr. Class Advisors	400	425

POSITION	1973- 74	1974- 75
Soph. Class Advisors	250	275
Fresh. Class Advisors	150	175
Student Council Advisor	500	525
Asst. Student Council Advisor	250	275
School Store Manager	375	400
Newspaper Advisor	350	375
Theatre Arts	500	525
Band	575	600
Asst. Band	400	425
Majorette, Color Guard & Drill Team (Female)	300	325
Honor Society Advisor	100	125
Senior Play Director	500	525
Stockroom	275	300

AVA	1 or 2 free periods	1 or 2 free periods
-----	---------------------------	---------------------------

Continuation Class	8.50/hr.	9.00/hr.
Home Instruction	8.50/hr.	9.00/hr.

NOTE: All activities are subject to Board review and determination with respect to enlargement, reduction or discontinuance.

**PEMBERTON TOWNSHIP
EDUCATION ASSOCIATION
CONSTITUTION**

**Article I
NAME**

The name of this association shall be the Pemberton Township Education Association.

**Article II
PURPOSES**

Section 1 – To work for the welfare of school children, the advancement of education, and the improvement of instructional opportunities for all.

Section 2 – To unify and strengthen the teaching profession and to secure and maintain the salaries, retirement, tenure, professional and sick leave, and other working conditions necessary to support teaching as a profession.

Section 3 – To enable members to speak with a common voice on matters pertaining to the teaching profession and to present their individual and common interests before the Board of Education and other legal authorities.

**Article III
MEMBERSHIP**

Section 1 – Eligibility

A. Except as hereinafter provided, active membership in the Association shall be open to all professional personnel employed full-time in the schools of Pemberton Township and where required hold or are eligible to hold a regular legal certificate.

Section 2 – Exclusions from Membership

A. The superintendent of schools, his equivalent, and any supervisor having the power to hire, discharge, discipline, or to effectively recommend the same with regard to profes-

sional personnel employed in Pemberton Township.

Article IV OFFICERS

The officers of the Association shall consist of a president, a vice-president, a recording secretary, a corresponding secretary, and a treasurer.

Article V EXECUTIVE BOARD

Section 1 – The Executive Board shall consist of the officers and the immediate past president. It shall be the executive authority of the Association.

Article VI REPRESENTATIVE COUNCIL

Section 1 – The legislative and policy forming body of the Association shall be the Representative Council.

Section 2 – The Representative Council shall consist of the Executive Board, and one or more representatives from each school faculty.

Section 3 – Any member of the Association who is not a member of the Representative Council, may attend its meetings, shall sit apart from the voting body, but may receive permission to speak.

Article VII AMENDMENTS

The Representative Council may adopt amendments to this constitution by a 2/3 majority of those voting at any regular meeting provided that amendments have been introduced at the preceding regular meeting of the Representative Council, and that copies of

proposed amendments have been immediately distributed to members of the Council for faculty discussion.

BY-LAWS
Article I
MEETINGS

Section 1 – Executive Board – The Executive Board shall meet at a time selected by the Executive Council, at the call of the president, or at the request of three members of the Board.

Section 2 – Representative Council – The Representative Council shall meet on the third Monday of each school month at 3:30 p.m. The Executive Board shall prepare the agenda for each meeting and shall circulate it to all members of the Council so that representatives have time to discuss it with their faculty members in advance of the Council meeting. Any Association member who wishes to include items on the agenda must submit them in writing to the Executive Council.

Section 3 – Meetings of the Representative Council shall be held at the call of the president or upon written request to the Executive Board from five faculty representatives. Business to come before meetings must be stated in the call, which shall be sent in writing to each representative.

Section 4 – General Membership Meetings – The Executive Board shall arrange at least two meetings of the members each year for discussion of professional issues.

Article II
QUORUM

A majority of their members shall be a quorum for the Representative Council, Executive Board, and committees.

Article III POWER OF OFFICERS

Section 1 – President – The President shall preside over meetings of the Executive Board, appoint the chairman and members of standing committees subject to the approval of the Representative Council, appoint special committees, be ex officio a member of all standing committees, and shall be the executive officer of the Association. The President shall represent the Association before the public either personally or through delegates, and shall perform all other functions usually attributed to this office.

Section 2 – Vice-President – The vice-president of the Association shall perform the functions usually attributed to the office. He shall be Chairman of the Negotiating Committee and select the team to represent the Association at the bargaining table.

Section 3 – Recording Secretary – The Secretary shall keep accurate minutes of all meetings of the Executive Board and Representative Council, shall maintain official files. Any motion made at a meeting shall be reduced to writing and a copy given to the secretary.

Section 4 – Correspondence Secretary – The Correspondence Secretary shall draw up, prepare, and distribute necessary correspondence as directed by the president or precedence, as circumstances demand.

Section 5 – Treasurer – The Treasurer shall hold the funds of the Association and disburse them upon authorization by the Executive Board. He shall keep accurate accounts of receipts and disbursements, shall report to each meeting of the Representative Council, and shall prepare an annual financial statement for publication to members as directed by the

Executive Board. He shall keep the President and Executive Board informed of the financial condition of the Association. He shall be bonded by the Association. He shall assist the Budget Committee in the initial drafting of the annual budget.

Section 6 – Terms and Succession

A. The officers shall serve for one year or the length of the agreement and may be reelected without an intervening term.

B. Whenever the offices of both President and Vice-President shall become vacant between elections, the remaining members of the Executive Board shall choose one of their number to serve as President pro tempore until the Representative Council can fill the vacancies.

C. Newly elected officers shall attend meetings March through May and assume office in June.

Article IV

POWER OF THE EXECUTIVE BOARD

Section 1 – The Executive Board shall be responsible for the management of the Association, approve all expenditures, carry out policies established by the Representative Council, report its transactions and those of the Council to the members, and suggest policies for consideration by the Council.

Section 2 – The Executive Board shall represent the Association in negotiating personnel policies with the governing and appropriating bodies of the school system. Within policies established by the Representative Council it may make decisions binding the Association in these matters. The Board may delegate its power to negotiate to another committee of representatives

Article V
POWERS OF THE
REPRESENTATIVE COUNCIL

The Representative Council shall approve the budget, set the dues for the Association, act on reports of committees, approve resolutions and other policy statements. Powers not delegated to the Executive Board, the officers, or other groups in the Association shall be vested in the Representative Council.

Article VI
FACULTY REPRESENTATIVES

Section 1 — In each public school in Pemberton Township, faculty members who are in good standing of this Association shall elect for a term of two years one Faculty Representative to the Representative Council for each fifteen members or major fraction thereof. There shall be at least one Representative from each building. Elections shall be held in February, and Representatives shall take their seats in the March meeting of the Representative Council. As membership increases or decreases, the representation shall be adjusted accordingly.

Section 2 — Faculty Representatives shall attend the regular meetings of the Representative Council unless they receive prior excuses from the President.

Section 3 — The Faculty Representatives, shall call faculty meetings of the Association business, the subsequent elections of faculty representatives and the enrollment of members.

Article VII
STANDING COMMITTEES

Section 1 — Structure — There shall be three standing committees carrying the specific functions outlined below. They shall have five to

seven members, and appointed for overlapping terms of three years. Each committee may, organize special sub-committees.

Section 2 – Meetings – Each standing committee shall meet regularly and hold special meetings at the call of the chairman.

Section 3 – Reports – Each committee shall choose a secretary who shall keep a continuing record of activities. Chairman shall report as necessary to the Representative Council and shall prepare an annual written report.

Section 4 – Titles and Duties

A. Committee on Teacher Welfare shall explore and prepare action programs as necessary in all areas of teacher welfare, with particular responsibility for salaries, leave, fringe benefits, insurance, credit and investment facilities, and general working conditions.

B. Committee on Professional Rights and Responsibilities shall explore and prepare action programs for securing satisfactory personnel policies and procedures for the redress of grievances.

C. Committee on Public Relations shall seek to develop public understanding of the purposes and programs of the Association, the values and importance of education, and, in cooperation with the administration, the educational philosophy and programs of the schools.

D. Legislative Liaison shall collect, evaluate, and disseminate information relative to pending legislation, and advise Association members of indicated feeling of legislators in reference to legislation affecting the teaching profession.

Section 5 – Relation to Executive Board – The Executive Board shall assist the President to appoint members of the standing committees

at the regular meeting in March, and to fill all unexpired terms as vacancies occur, and shall plan for an organizational committee conference each year. It shall require and assist committees to define their immediate and long-range objectives. It shall review committee plans as necessary and shall decide any jurisdictional argument between committees.

Article VIII SPECIAL COMMITTEES

Each year the President shall appoint an Elections Committee, an Audit Committee, a Budget Committee, and such other special committees as may be necessary and shall discharge them upon completion of their duties. These committees shall operate according to rules approved by the Representative Council. No officer of the Association shall serve on either the Election Committee or the Audit Committee.

Article IX ELECTIONS

Section 1 – Nominations

A. The active members of the Association in each building during the month of January may nominate a candidate for President, Vice-President, Recording Secretary, Corresponding Secretary, and Treasurer. The Building Representative shall deliver all nominations in writing to the Committee on Elections.

B. The Committee on Elections shall report all nominations to the Representative Council at a February meeting. Members of the Council may nominate other candidates from the floor.

Section 2 – Balloting – On the first school day in March, members shall vote for officers by ballot, in accordance with procedures de-

veloped by the Committee on Elections and approved by the Representative Council. The Committee on Elections shall report results to the President who shall cause them to be published. New officers shall be installed at the March meeting of the Representative Council.

**Article X
AUTHORITY**

Roberts Rules of Order shall be the parliamentary authority for the Association on all questions not covered by the Constitution and By-laws and such standing rules as the Representative Council may adopt.

**Article XI
AMENDMENT**

These by-laws may be amended by majority vote at any regular meeting of the Representative Council that has been legally called by the President, provided that proposed amendments have been introduced at the preceding regular meeting of the Representative Council and that copies of the proposed amendments have been immediately distributed to members of the council for faculty discussion.

FACULTY REPRESENTATIVES

NAME	SCHOOL
Herbert Matthews	High School
Alice Elliott	High School
Louis Romolo	High School
Helen Fort	High School
Stanley Zenowicz	High School
Robert Height	High School
Flo Kendrick	High School
Al Rogers	Newcomb
Art Giedlin	Newcomb
Kathy Niemezyk	Browns Mills # 1
Pat Nadolny	Stackhouse
Janice Siers	Laurel Hill
Sam Ardouin	Harker Willie
Freddie Woodall (Mrs.)	Harker Willie
Joanne Morris	Township # 2
Marcella Towle	Emmons
Freddie Randolph (Mrs.)	Fort Dix
Valerie Borowski	Busansky
Bob Yankosky	Busansky
Terry Baker	Oakview
Kaaren Ouhl	Oakview
Joe Cohen	Oakerest
Carolyn Robinson	Oakerest

COMMITTEE CHAIRMEN

Negotiations: Richard Bartello	High School
Grievance: Anthony Bogdan	Laurel Hill
Membership: Harry Hough	Newcomb
Public Relations: Rose Bluemel	Newcomb
Liaison: Arthur Giedlin	Newcomb
Legislation: Patricia Rogers	Laurel Hill
Social: Patrick Hill	Newcomb