

EMPLOYMENT AGREEMENT

2002 - 2003

2003 - 2004

2004 - 2005

Between:

GREAT MEADOWS REGIONAL EDUCATION ASSOCIATION

And

**GREAT MEADOWS REGIONAL BOARD OF EDUCATION IN
WARREN CTY.**

Great Meadows Regional Board of Education

PO Box 74

Great Meadows, NJ 07838-0074

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PREAMBLE

This agreement is entered into this ____ day of _____ 2002, by and between the Board of Education of the Great Meadows Regional School District, Warren County, New Jersey hereinafter called the "Board" and the Great Meadows Regional Education Association, hereinafter called the "Association."

WITNESSETH

Whereas, the Board has an obligation, pursuant to Chapter 303, Public Laws, 1968, to

negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement;

Be it resolved, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel including teachers, guidance counselors, nurses, librarians and excluding the superintendent, the assistant superintendent, the principals, the assistant principals, the supervisor of curriculum and instruction, the supervisor of special education, the school business administrator/board secretary, the assistant business administrator/board secretary, the supervisor of plants and facilities, the child study team members, per diem employees, summer employees, substitute teachers and all non-certificated personnel.

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ARTICLE II

GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" shall mean a complaint by an employee that
 - a. there has been as to the employee a violation, misinterpretation or inequitable

application of any of the provisions of the agreement affecting terms and conditions of employment or that

b. the employee has been mistreated by reason of any act or condition which is contrary to established board policy or administrative practice affecting terms and conditions of employment.

2. However, the term "grievance" shall not apply to any matter which

a. a method of review is prescribed by law or State Board Rule having the force and effect of law, or

b. any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone,

c. a complaint of a non-tenure teacher which arises by reasons of the employee not being re-employed, or

d. a complaint by a certificated person occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

3. As used in this definition, the term "employee" shall refer to certificated personnel and may also mean a group of employees have the same grievance.

B. Purpose

1. The purpose of this grievance procedure is to resolve differences concerning terms and conditions of employment which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

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2. Nothing herein contained shall be construed to limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms in A.1. of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its view.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum and every effort be made to expedite the process. The time limits may be extended by mutual agreement. 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 level. Failure at any step within the specified time limits shall signify the employee's acceptance of the decision rendered at that level.

2. The Association recognizes that the Board has the responsibility and the authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by Law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and adoption of such rules, regulations and policies as it may deem necessary, shall be limited only as specified in A.1 of this agreement.

3. Level One

Any employee who has a grievance shall discuss it first with the principal in an attempt to resolve the matter at that level. A grievance to be considered under this procedure must be initiated by the aggrieved within twenty (20) calendar days of its occurrence, or within twenty (20) calendar days of when the employee should have know of its occurrence. If the grievance is not filed within this twenty (20) calendar day limit, the grievance is deemed waived.

4. Level Two

If, as a result of this discussion (Level One), the matter is not resolved to the satisfaction of the aggrieved employee, the employee shall set forth the complaint in writing to the Superintendent within ten (10) calendar days. The written grievance shall contain a statement as to all facts which the employee intends to rely upon in support of the grievance and the specific article of the contract or Board of Education Policy and/or administrative decision allegedly violated and the remedy being sought. The Superintendent shall communicate the decision to the employee and GMREA in writing within ten (10) calendar days after receiving the written grievance.

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5. Level Three

If the grievance is not settled after reaching the Superintendent, the matter shall be referred to the appropriate committee of the Great Meadows Regional Education Association for consideration. The Committee shall make a determination as soon as possible, but with the period not to exceed fifteen (15) calendar days after receiving written notification from Superintendent. If the Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the Superintendent and to the Board of Education.

6. Level Four

If the Committee determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education. The Board, or a Committee thereof, shall review the grievance and, if the Board deems necessary, or if the association requests hold a hearing with the employee and render a decision in writing within (30) calendar days of receipt of the grievance by the Board or within ten (10) calendar days of the next Board meeting following the hearing, whichever is greater.

7. Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the employee, and the employee wishes review by a third party, he/she shall so notify the Board through the C.S.A. within ten (10) calendar days of receipt of the Board's decision. An employee, in order to process the grievance beyond Level Four, must have his/her request for action accompanied by the written recommendation for such action by the Association.

The following procedure will be used to secure the services of a third party referred to as an arbitrator:

a. A request will be made to the Public Employees Relations Commission (PERC) and/or the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request P.E.R.C. and/or the American Arbitration Association to submit a second roster of names.

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c. The arbitrator shall limit himself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties. The recommendations of the arbitrator shall be binding for the violations based on section A.1 (a) of this Article and shall be advisory on the violations based on section A.1 (b) of this Article. Only the Board and the aggrieved and his/her representative shall be given copies of the arbitrator's report of findings, reasons, and recommendation. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

8. All meetings and hearings under this procedure shall not be conducted in public

except as required by law and shall include only such parties in interest and their designated representatives theretofore referred to in this article.

9. Action of employees during unresolved grievance.

During the time of unresolved grievance, employees are required to follow Board policy and/or administrative direction.

D. Rights of the Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.

2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance at Level Two, be notified that the grievance is in process, have the right to have a representative of the Association attend and present its position in writing at all meetings with the employee held concerning the grievance and shall receive a copy of all decisions rendered.

E. Miscellaneous

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

2. Meetings and hearings: All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in the Article.

3. Forms: Grievances shall be filed on the approved form.

GREAT MEADOWS REGIONAL SCHOOL DISTRICT

GRIEVANCE FORM

Grievant's Name _____ Job Title and Grade

Description of Alleged Violation:

Date of Occurrence of Alleged Violation:
Remedy Sought:

Date of Level One Informal Discussion with Principal:

Result:

Level One: I am not satisfied with the outcome of Level One and wish to proceed to Level Two.

Grievant's Signature: _____ Date:

Level Two: Superintendent

Statement of Facts:

Specific Article of contract/Board Policy #

Date Received: _____ Date Answered:

Disposition: Denied ____ Granted

Reason:

_____ I am not satisfied with the outcome at Level Two.

Grievant's Signature: _____ Date:

Level Three: GMREA Grievance Committee

Date Received

Action: _____ Refer to Board of Education

_____ Grievance without merit

Grievant's Signature: _____ Date:

Level Four: Referred to Board

Date Received

Date of Hearing

Result:

Level Five: Refer to Third Party

Date Received

F. Costs

1. Each party shall bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.

ARTICLE III

WORK DAY/YEAR

- A. The teacher work day will be 7 hours and 10 minutes for full time teachers.
 - 1. Arrival time and departure time shall be set by the building principals. (Both K-4 schools shall be consistent.)

2. All teachers are permitted to leave five minutes after the final dismissal on Fridays and/or the last school day before a recess/holiday and on the last three (3) days of the school year.
3. All teachers shall be required to personally log in daily.
4. The specific times for the school day shall be established annually by the Board of Education.

B. Student contact days shall not exceed 180. In the event school is closed for any emergency, the rescheduling of these days shall be at the discretion of the Board.

C. The teacher work year shall be 183 days.

D. The following days shall be 4-hour sessions: The last school day before Thanksgiving Recess, the last school day before Winter Recess, the last school day before Spring Recess, and the last three (3) days of school.

E. Teachers' attendance will be required at faculty meetings, workshops, P.T.O. Back to School Night, parent/teacher conferences. Evening concerts and/or other events shall be done on a rotating basis (maximum of one per year). When school is dismissed early for Parent/Teacher conferences, teachers who have no conferences scheduled shall remain in their school until the normal release time on these days.

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F. On full-session days teachers shall receive a duty free lunch period equivalent in minutes to that provided for students they teach. This time shall not infringe upon preparation time.

G. Teachers shall be provided with five (5) preparation periods per week.

H. Any teacher accompanying a class on a class trip that requires being away overnight shall be entitled to compensation for each night in addition to normal salary.

2002-2003	\$ 95
2003-2004	\$100
2004-2005	\$115

ARTICLE IV

SALARY GUIDE PROVISIONS

Total Salary Increases shall not exceed:

4.00% 2002-2003
4.20% 2003-2004
4.25% 2004-2005

Salary guides are as follows:

**GREAT MEADOWS REGIONAL
SALARY GUIDE
YEAR 2 2003-2004**

**GREAT MEADOWS REGIONAL
SALARY GUIDE
YEAR 3 2004-2005**

The Board and the Association agree to the established provisions. A through I as listed below:

A. The initial salary and initial placement on the salary guide is negotiable between the Board and the employee.

B. The guide applies to all full-time certificated personnel except those holding emergency certificates. Part time certificated personnel shall be pro rated accordingly.

C. A minimum of five (5) months or 90 days service in the district during the 10 month school year must be invested for advancement on the salary guide.

D. Graduate credits shall be only those credits classified by the college or university when earned as being in the graduate category. All graduate credits earned may be considered for horizontal movement on the salary guide if they pertain specifically to the teacher's present teaching position and/or were approved by the administration of the GMR School District.

E. A bachelor's degree or master's degree as mentioned in the salary guide must be in the field of education or in the field pertaining to the occupational role held by the individual in our school system.

F. Longevity: Those employees hired and continually employed prior to July 1, 1996 shall receive credit toward longevity as listed in Appendix A. Those employees hired after June 30, 1996 whose initial placement on the salary guide does not provide credit for the actual total years in public education, the actual total years in public education shall continue to be credited for longevity purposes. On the other hand, if a teacher is placed at a higher step than prior public educational experience would dictate, that teacher shall receive credit toward longevity for only the actual prior years in education not for the step placement.

G. Any change in salary schedules through the awarding of a higher degree or earned credits must be applied for in writing to the C.S.A.

Advancement from one category to another on the salary guide shall be granted effective September 1, and/or February 1, immediately after the completion of the advanced degree or earned credits. Notification to the C. S. A. of eligibility or anticipated eligibility for any change on the salary guide must be made no later than 30 days prior to these effective dates. Any change in salary status, under this Article, shall be retroactive to the September 1 or February 1 date only after evidence of eligibility (transcript, etc.) is received by the C. S. A.

H. Teachers employed on a ten (10) month contract shall be paid in twenty (20) equal semi-monthly installments; the installments to be made on the 15th and 30th day of the month employed. When the 15th or 30th of the month falls on a school holiday, vacation or weekend, payment shall be made on the last previous school day.

I. Teachers may individually elect to have a set amount of their monthly salary directly deposited to any bank which maintains transit/ABA number and/or may voluntarily elect to have a set amount of their monthly salary deducted from their paycheck for Tri-Co Federal Credit Union,

Union Dues, US Savings Bonds, Washington National, or Tax Sheltered Annuity through Board of Education approved programs.

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ARTICLE V

TUITION REIMBURSEMENT

The Board shall provide a maximum of \$18,000 annually for each year to underwrite the cost of graduate program college tuition (only) for the certificated professional staff. Reimbursement shall be paid for those graduate credits successfully earned at a rate not to exceed the current cost per graduate credit established by Rutgers, the State University, when the initial application is made for

approval. In addition, the sum of up to \$35/course for textbooks shall be reimbursable. Teachers shall be limited to a maximum of 12 credits per school year. The funds shall be divided into 3 equal allocations (Summer, Fall and Spring). If in any session, there is more than 1/3 of the funds requested, each teacher will receive a pro-rated amount. For example, if there is \$5,333 requested in the '03 summer session, each teacher shall receive 80% of his/her request. If in any session, the total 1/3 of the funds is not spent, the remaining amount shall be used to further reimburse, proportionally, those individuals who did not receive full allocation in their session (s). If a teacher successfully completes more than 12 credits and has received administrative pre-approval for additional courses, the teacher shall receive reimbursement for the additional credits only if a balance is available at the conclusion of the school year after all other reimbursement obligations have been fulfilled.

Teachers shall be responsible for certifying participation in a pre-approved graduate course to insure that the business office may make proper adjustments and notifications in a timely manner. Such notification/certification shall take place no later than two weeks after the beginning of the course. This could be subject to change depending upon the scheduling of classes that begin after the start of the session.

The School Business Administrator shall inform any/all teachers applying for reimbursement of the status of their reimbursement ratio no later than three weeks after the beginning of the class.

REIMBURSEMENT PROCEDURE:

1. All graduate courses pertinent to the teaching job currently held by the teacher, including supervisory courses, will be considered for approval for reimbursement. The C. S. A. has the authority to determine and approve if the graduate credits are in the field of education or related to the subject being taught.

Except for specific undergraduate credits required by the Board and/or approved by the C.S.A. reimbursement for graduate credits only will be granted.

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2. Graduate courses to be taken must have prior written approval of the C.S.A. for the district.

3. Application for approval of graduate courses must be accompanied by a college catalog containing a complete graduate course description.

4. To be reimbursed, the teacher must present the following:

- a. College transcript verifying completion of the graduate course.
- b. Official records from the college verifying the amount of tuition paid and receipt for textbook purchase.
- c. Evidence of prior approval by the C. S. A. on the proper form provided.
- d. A grade no less than B or its numerical equivalent.

5. When all evidence of satisfactory graduate course completion (#4) has been submitted to the C.S.A., the C.S.A. in turn will present the approved teacher's voucher to the Board at the next regular meeting. Reimbursement according to this contract language should be made within thirty (30) calendar days from the date of the Board meeting.

Under no circumstances will there be reimbursement for courses taken to acquire the following:

- a. A bachelor's degree
- b. State certification

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ARTICLE VI

INSURANCE

The Board and the Association agree to the following:

Beginning with the 1996-97 contract all GMREA members were eligible to select insurance coverages as outlined below or to decline coverage according to contract language and receive fixed

dollar amounts. The fixed dollar amounts, based on 35% of the annual premiums, will be paid to the employee minus any taxes. Insurance coverages included in this plan are health, prescription, and dental.

A. Health Insurance

1. The Board shall provide health care insurance protection. The Board shall pay the single rate for all employees plus the cost of dependent coverage under the Horizon Blue Card PPO Plan.

2. Provisions and descriptions of the health care program shall be provided to each teacher. This shall include the conditions and limits of coverage. Mandatory second opinion surgery and preadmission certification/continued stay review shall be part of this coverage.

3. The health insurance carrier may be selected by the Board. However, any change in carrier must be for a program which is equal or better than the one currently in existence.

In the event the Board would effect any change in the insurance carrier, it is agreed that there will be no lapse of coverage for employees at the time of change nor will there be any decreases in the type of coverage or benefits.

4. Any employee who chooses to waive this coverage and who shall provide evidence of alternate coverage shall receive an additional annual stipend in the amount of 35% of the qualified premium. For example, in 2002-2003, stipends would be calculated as follows:

	<u>2002-2003 "Estimate"</u>
If eligible for family coverage	35% of \$9,867.96 = \$3,453.79
If eligible for husband/wife coverage	35% of \$8,441.64 = \$2,954.57
If eligible for parent/child coverage	35% of \$5,646.84 = \$1,976.39
If eligible for single coverage	35% of \$3,869.76 = \$1,354.42

One half (1/2) of this amount will be remitted to the employee by January 15 and 1/2 by July 15. Notification of the insurance waiver by the employee to the school business administrator must be made by June 1 or December 1.

5. Reenrollment may only occur on January 1 or July 1 by providing written notification to the school business administrator 30 days prior to the effective date of the requested change.

B. Prepaid Prescription Program

1. The Board shall provide a prepaid prescription program on a co-pay basis. It is understood that "co-pay" signifies the employee pays

	<u>BRAND</u>	<u>GENERIC</u>	<u>MAIL ORDER</u>
2002-2003	\$15.00	\$10.00	\$5.00
2003-2004	\$20.00	\$10.00	\$5.00
2004-2005	\$20.00	\$10.00	\$5.00

per claim submitted. The Board shall pay the single rate for all employees plus the cost of appropriate dependent coverage.

2. Provisions and descriptions of the prescription program shall be provided to each teacher. This shall include the conditions and limits of coverage. A \$500 CAP per covered individual shall be in place from January thru June and a second \$500 CAP per covered individual shall be in place from July thru December of each year of the contract.

3. The prescription insurance carrier may be selected by the Board. However, any change in carrier must be for a program which is equal or better than the one currently in existence.

In the event the Board would effect any change in the insurance carrier, it is agreed that there will be no lapse of coverage for employees at the time of change nor will there be any decreases in the type of coverage or benefits.

4. Any employee who chooses to waive this coverage and who shall provide evidence of alternate coverage shall receive an additional stipend in the amount of 35% of the qualified premium. For example, in 2002-2003, stipends would be calculated as follows:

	<u>2002-2003 "Estimate"</u>
If eligible for family coverage	35% of \$1,490.76 = \$521.77
If eligible for husband/wife coverage	35% of \$1,476.00 = \$516.60
If eligible for parent/child coverage	35% of \$ 840.60 = \$294.21
If eligible for single coverage	35% of \$ 629.88 = \$220.46

One half of this amount will be remitted to the employee by January 15 and 1/2 by July 15. Notification of the insurance waiver by the employee to the school business administrator must be made by June 1 or December 1.

5. Reenrollment may only occur on January 1 or July 1 by providing written notification to the school business administrator 30 days prior to the effective date of the requested change.

C. Dental Plan

1. The Board shall provide a Dental Plan. The Board shall pay the single rate for all employees plus the cost of dependent coverage.

2. Provisions and descriptions of the dental program shall be provided to each teacher. This shall include the conditions and limits of coverage.

3. The dental insurance carrier may be selected by the Board. However, any change in carrier must be for a program which is equal or better than the one currently in existence.

In the event the Board would effect any change in the insurance carrier, it is agreed that there will be no lapse of coverage for employees at the time of change nor will there be any decreases in the type of coverage or benefits.

4. Any employee who chooses to waive this coverage and who shall provide evidence of alternate coverage shall receive an additional annual stipend in the amount of 35% of the qualified premium. For example, 2002-2003, stipends would be calculated as follows:

	<u>2002-2003 "Estimate"</u>
If eligible for family coverage	35% of \$1,155.96 = \$404.59
If eligible for husband/wife coverage	35% of \$ 687.36 = \$240.58
If eligible for parent/child coverage	35% of \$ 687.36 = \$240.58
If eligible for single coverage	35% of \$ 383.76 = \$134.32

One half (1/2) of this amount will be remitted to the employee by January 15 and 1/2 by July 15. Notification of the insurance waiver by the employee to the school business administrator must be made by June 1 or December 1.

5. Reenrollment may only occur on January 1 or July 1 by providing written notification to the school business administrator 30 days prior to the effective date of the requested change.

ARTICLE VII

EXTRA-CURRICULAR/CO-CURRICULAR ACTIVITIES

A. The Board agrees to pay teachers in charge of extra/co-curricular activities per hour as follows:

2002-2003	\$28/hr.
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2003-2004	\$29/hr.
2004-2005	\$30/hr

A schedule of extra/co-curricular activities with objectives, dates, and times of occurrence will be submitted to the Chief School Administrator via the school principal/supervisor of curriculum and instruction. The Board of Education Curriculum Committee will decide which activities will be funded and the number of hours for each activity and will present those selected to the Board for approval and appropriation of funds.

B. Bedside Instruction will be compensated at a hourly rate as follows:

2002-2003	\$28/hr.
2003-2004	\$29/hr.
2004-2005	\$30/hr.

3. Teachers providing Board of Education authorized workshops and/or in-service presentations shall be compensated for their preparation time at the following hourly rates:

2002-2003	\$28/hr.
2003-2004	\$29/hr.
2004-2005	\$30/hr.

Preparation time shall be determined by adding one (1) hour to the actual approved duration of the presentation.

Example: for 2002-2003:

$$\begin{aligned}
 \text{Duration of Presentation} + 1 \text{ hr.} &= \text{total preparation time} \\
 2 + 1 \text{ hr.} &= 3 \text{ hrs. preparation time} \\
 3 \times \$28 &= \$84
 \end{aligned}$$

In the event a workshop and/or in-service presentation is authorized to be repeated within any two (2) year period, calculation of preparation time shall be based on duration of presentation only.

Exempt from this provision shall be "turn key presentations" to colleagues upon the return from an in-service program

D. The following services/programs shall be compensated according to the provisions noted below if the board determines that the programs are to be implemented.

	<u>'02-03</u>	<u>'03-04</u>	<u>'04-05</u>
Curriculum Revisions	\$800/person/subj.	\$850	\$900
Family Math, Family Science, Family Tools/Technology	\$525/person	\$550	\$575
Pupil Assistance Comm. Coordinator	\$ 28/hr.	\$ 29/hr.	\$30/hr.
CHAPS coordinator/supervisor	\$ 28/hr.	\$ 29/hr.	\$30/hr.
Student Council Advisor	\$ 850/annl./pers.	\$900	\$950
Detention Supervisor	\$ 28/hr.	\$ 29/hr.	\$30/hr.
Math League Advisor	\$ 28/hr.	\$ 29/hr.	\$30/hr.
After/Before School Programs for students	\$ 28/hr.	\$ 29/hr.	\$30/hr.
GMR Credit Course Instructor	\$ 28/hr.	\$ 29/hr.	\$30/hr.

Summer professional in-service (4 hrs.)(*)

<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
\$90/day	\$95/day	\$100/day

*Board of Education initiated training for teachers.

ARTICLE VIII

LEAVES

A. Sick Leave

1. The Board agrees to allow teachers ten (10) days sick leave per year. It is agreed that this leave will be cumulative. This does not apply when school is not in session.

2. Upon actual retirement from the Great Meadows Regional School District via Teachers Pension and Annuity Fund (TPAF), teachers shall be reimbursed at \$35/day with a cap of \$7,500 (214 days).

3. Notification of retirement must be received by March 1 of the year of retirement to be paid on July 1 of the same year. Any notice received after March 1 will result in the payment being delayed until July 1 of the following year.

B. Bereavement

The Board agrees to allow a maximum of five (5) days within a thirty (30) day period in the event of the death of an employee=s spouse, child, parents, parents-in-law, brother, sister; up to three (3) days for grandparents, brother/sister in-law or others who have resided in the employee=s household. One (1) day for a close friend or other family member/relative may also be requested. No more than two (2) days/year may be taken under this category. The employee agrees to notify the Superintendent through their immediate supervisor prior to the commencement of the leave. In the event that the employee chooses to delay the use of any of the days for use within the thirty (30) day period, he/she shall provide forty-eight (48) hour prior notice to the Superintendent prior to using any remaining days.

C. Maternity/Child-Care Leave

1. A teacher has the right to temporary disability leave for childbirth in accordance with prevailing case law.

2. In cases when the childbirth occurs during the school year, the following procedure is to be utilized:

If a staff member is pregnant, she shall submit a letter from her doctor indicating her expected date of delivery and when her doctor anticipates the start of her disability. She shall submit this letter and a letter of notification to the Board informing the Board of her intentions as soon as possible prior to the start of the leave (but no later than 60 days).

During this period of disability, the staff member will use her sick days and will be paid accordingly. At the end of her disability, she shall provide a letter from her doctor certifying that she can resume her responsibilities at work. As in any disability, the end of this disability period is determined by her health and her doctor's advice.

Immediately following the period of disability and upon her request, the teacher may be placed on an unpaid child care leave which is to continue until the end of the school year. The request for this child care leave must be submitted to the Board no less than sixty (60) calendar days prior to the commencement of the leave. This leave shall be granted by the Board.

3. Unless mutually agreed with the Board, no teachers may return to work from a maternity/child care leave at a date other than September 1 or the 1st day of the 3rd marking period.

The teacher who intends to return from leave must notify the Chief School Administrator of the intent to return at least 90 days prior to the anticipated date of return. This notice shall be communicated in written form.

4. Any teacher may apply to the Board of Education for a maternity/child care leave of absence without pay.

The Board need not grant nor extend the leave of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.

5. Children entering a teacher's family unit by virtue of a legal adoption will entitle the teacher to the same child rearing leave provisions as those provided for birth children. Foster children will not be considered as adopted children. This clause shall be consistent with Board of Education Policy.

D. PERSONAL DAYS:

1. Employees shall receive three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours without submitting a reason. Personal business days are reserved for business which truly cannot be conducted outside the normal school day. They are not vacation days except in those cases when they are used to extend an existing school recess (e.g. Thanksgiving, Christmas, President's Day, Easter, Memorial Day, etc.) An application to the Chief School Administrator shall be made at least (2) two days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave, other than that it is being taken under the Personal Business

Section.

2. No personal days may be used on in-service days unless written notice is provided to the Superintendent for approval. Such approval is conditional based on the exigent circumstance that warrants utilization of a personal day.

3. Unused personal days shall accumulate as sick days.

4. No more than six (6) teachers from the Bargaining Unit can utilize the same personal day, except for extraordinary circumstances with the approval of the Superintendent.

ARTICLE IX

RELEASED TIME FOR STUDENT ACTIVITIES

A. The music specialist shall receive one (1) day preparation time prior to the Holiday Concert, one (1) day preparation time prior to Spring Music Festival and one-half (1/2) day preparation time prior to Eighth (8th) Grade Graduation. The Board will use best efforts to obtain a substitute teacher.

B. The art specialist shall receive one (1) day preparation time prior to a school sponsored Art

Program. The art specialist shall be granted a minimum of one-half (1/2) day to maximum of one and one-half (1/2)days preparation time, as per administrative approval, to prepare scenery and/or costumes for school programs and plays. The Board will use best efforts to obtain a substitute teacher.

C. Written notification for the above released time provisions as stated in Sections A and B shall be submitted to the principal a minimum of one (1) week prior to the event.

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ARTICLE X

ASSOCIATION PRIVILEGES

A. The Association shall have access to use school facilities and audio visual equipment, typewriters, computers and calculators at reasonable times when such equipment is not in use. This access shall be denied during any orchestrated work stoppage/strike. No equipment may be removed from the school without the approval of the Principal. The Association will pay for any damage

incurred, loss or theft of borrowed property. Permission of the Principal shall be required for all use of facilities and/or equipment. Such permission shall not be withheld unreasonably.

B. The Association shall have the right to use the school building at reasonable hours for meetings. Permission of the Principal shall be required. Such permission shall not be withheld unreasonably.

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ARTICLE XI

SABBATICAL LEAVE

The Board of Education shall grant an unpaid sabbatical leave of absence to only one teacher for a maximum of one school year, subject to the following conditions:

A. **GRADUATE STUDY** -

- (1) The teacher has completed at least seven (7) years of continuous full time employment within the district as a certificated employee.
- (2) The teacher shall agree to devote the sabbatical leave of absence to study which will contribute to the teacher's educational growth.
- (3) The teacher may request the unpaid leave for 1/2 year or a full year.
- (4) Upon return from the full year unpaid leave, the teacher shall be placed at the next appropriate step on the salary schedule

Ex.: 2002-2003 Step 10
 2003-2004 Sabbatical
 2004-2005 Step 11

No year of service shall accrue for the full year unpaid sabbatical.

- (5) Upon return from the 1/2 year unpaid sabbatical leave, the teacher shall be placed on the next appropriate step on the salary schedule:

Ex.: 2002-20003 Step 10
 2003-2004 1/2 year Sabbatical Step 11
 2004-2005 Step 12

- (6) It shall be the professional responsibility of the teacher to submit documentation of satisfactory completion of at least nine (9) credit hours of graduate study for a 1/2 year sabbatical and eighteen (18) credit hours of graduate study for a full year sabbatical. All courses shall be pre approved by the Superintendent and subject to the contract provisions of **Article V - Tuition Reimbursement**.

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- (7) A teacher on an unpaid graduate study sabbatical leave may elect to remain a part of the district benefit package by contributing the appropriate premiums to the School Business Administrator on the 1st day of each month of the sabbatical leave. Successful completion of the prescribed graduate credit hours shall be reason for full reimbursement to the teacher for the prepaid benefit costs.
- (8) Upon return from the sabbatical leave for graduate study, the teacher shall be contractually obligated to commit at least two (2) successive years of service to the Great Meadows Regional School District.

B. PERSONAL REASON

- (1) The teacher has completed at least seven (7) years of continuous full time employment within the district as a certificated employee.
- (2) The Board of Education will consider a request for an unpaid leave of absence for personal reasons subject to the following conditions:
 - a. The leave shall be for a full academic year, September 1 - June 30.
 - b. No compensation, no benefits, no seniority credit shall be paid or accrued.
- (3) Upon return from the sabbatical leave for personal reasons, the teacher shall not be contractually obligated to the Great Meadows Regional School District for any successive years of service.
- (4) A teacher on an unpaid personal sabbatical leave may elect to remain a part of the district benefit package by contributing the appropriate premiums to the School Business Administrator on the 1st day of each month of the sabbatical leave. No reimbursement shall be sought upon return from the unpaid personal sabbatical.

A request for a sabbatical leave of absence must be submitted to the Superintendent by January 1 of the year in which the sabbatical shall begin.

Ex.: If sabbatical is for 2003-2004 school year, application shall be made by January 1, 2003.

In the event more than one (1) request are received, the selection shall be based on service within the district and benefit to the district.

Unless mutually agreed with the Board, no teachers may return to work from a sabbatical leave at a date other than September 1 or the 1st day of the 3rd marking period.

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ARTICLE XII

AGENCY FEE

A. Upon receipt of written authorization of the Association, the Board shall deduct a representation fee from the wages of each teacher who is not a member of the Association once each month, not later than the 15th of the month.

B. The Association agrees to indemnify and hold harmless the employer from any causes

of action, claims, losses or damages incurred as a result of this clause.

C. Any teacher in the bargaining unit on the effective date of the Agreement who does not join the Association within thirty (30) days thereafter, any new teacher who does not join within thirty (30) days of initial employment within the unit and any teacher previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deductions.

D. If any eligible employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee, equal to no more than 85% of the pre-established national, state, county and local dues for the membership year. (Actual representation fees are determined by an independent arbitrator for the NJEA on an annual basis.) The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Association.

E. The amount of said representation fee shall be certified to the Board of Education by the Association within five (5) working days after the effective date of this Article or by September 1 of each year covered in this Agreement.

F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:15A-5.4 (2)(e)and(3)(L.1979,c.477), and membership in the Association shall be available to all teachers in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.

G. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board shall submit to the Association a list of all teachers who began their employment in a teaching position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such teachers.

ARTICLE XIII

SEPARABILITY

If any provisions 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.

ARTICLE XIV

BOARD'S RIGHTS

The Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the ruling of the State Commissioner of Education, to hire, assign, promote and direct employees covered by this agreement, or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operation, and

to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this agreement.

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DURATION OF AGREEMENT

This Agreement shall become effective retroactive to the first day of July 2002 and shall continue in effect until the 30th day of June, 2005.

This Agreement constitutes the entire understanding of the parties and shall not be modified during its term except by mutual consent of the parties thereto and said modifications shall be in

writing and attached hereto and made part hereof.

Neither party is under any obligation during the term of the Agreement to negotiate as to any items covered by this Agreement, any items proposed during the negotiations, and any items which could have been proposed during the negotiations.

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 seal placed thereon.

GREAT MEADOWS REGIONAL
EDUCATION ASSOCIATION

GREAT MEADOWS REGIONAL
BOARD OF EDUCATION

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

Date

Date

WAS NOT PART OF CONTRACT -1999-2000, 2000-01, 2002-02

**"NEW"
ARTICLE XI
OR
POLICY 5122**

CHILDREN OF NON-RESIDENT EMPLOYEES:

The Board of Education will consider children of non-resident district employees who reside with the district employee for attendance in in-district education programs only at the Great Meadows Regional Schools on a tuition basis. Annual consideration will be based on the resident enrollments in each grade level as of August 1 of each year. Only when enrollments on a requested grade level average less than 23/class will a recommendation for acceptance be presented to the Board. Tuition charges will be charged at 60% of the district established tuition rate (plus special education/resource center costs if necessary) for the appropriate grade level/placement of the student. Application to the Board shall be made annually by July 15th prior to the September school opening. Board approval is required prior to enrollment.

Enrollment of children of non-resident district employees shall only be considered for children to be enrolled in the regular educational programs which are provided and housed in the Great Meadows Regional Schools. Children requiring placement in programs outside district schools shall be excluded from consideration. Assignment to a class and school shall be based on

established district practices and policies.

District employees who choose to avail themselves of this privilege shall be responsible for the daily transportation of their child/children to and from the assigned school.

Tuition payments shall be made on the first day of each month (1/10/month). Checks shall be presented to the Business Administrator.

Failure to remit in a timely manner shall be reason for exclusion of the student from the education program and parental responsibility to enroll their children in the district of residence.

