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**AGREEMENT**

**BETWEEN**

**THE GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT  
TEACHERS ASSOCIATION**

**AND**

**THE GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT  
BOARD OF EDUCATION**

**JULY 1, 1993 THROUGH JUNE 30, 1996**

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**ARTICLE 1**  
**RECOGNITION**

- A. The Board hereby recognizes the Association as the bargaining representative for all regularly employed certified teachers under a ten (10) month contract working at least two (2) days per week or on approved leave, but excluding all non-certified staff, tutors, contractors, support and/or administrative staff, supervisors, managerial employees, confidential employees and intermittent and part-time employees who are not regularly employed.
- B. Unless otherwise indicated, the term "teacher(s)", when used herein, shall refer to members of the unit. References to male teachers shall include female teachers and vice versa.

**ARTICLE 2**  
**NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning all bargainable issues. Any agreement so negotiated shall be reduced to writing and signed by the Board and the Association.
- B. The Board and the Association each agree to pay one-half (1/2) of the cost of the final printing of a mutually agreed number of copies of this Agreement.
- C. The Association agrees that it will be responsible for distribution of copies of this Agreement to the unit members.

### ARTICLE 3

#### BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and the authority under the School Laws of New Jersey, or any other national, state or county district or local laws or regulations as they pertain to education.
- D. In recognition of the unique and diverse services provided by the Board and its employees, it is understood that, from time to time, the Board may find it necessary to institute special policies and programs to address concerns which are not equally applicable to all unit members. The Board's emergency certification reimbursement policy for special education teachers is an example of one such current program.

It is understood that the Board shall retain its ability and discretion to address areas of unique need and concern by instituting special policies and programs. The Board agrees to provide advance notice to the Association prior to instituting any such special policy or program and to consider the

Association's input with respect to the proposed policy or program. It is understood that this provision shall not be interpreted to reduce any current benefit in effect for all unit members. Identified special programs or policies may be modified or discontinued at the discretion of the Board.

#### **ARTICLE 4**

#### **TEACHER RIGHTS**

- A. Pursuant to Chapter 123, Public Laws 1974, the Board and the Association hereby agree that teaching personnel shall have the right to freely organize and join the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from said activities.
- B. The Board and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by N.J.S.A. 34:18A-1, et seq., or the Constitution of New Jersey and of the United States. The Board and the Association further agree that they shall not discriminate against any teacher by reason of his/her membership or non-membership in the Association and its affiliates, his/her participation or non-participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance under this Agreement.
- C. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be

entitled, upon request, to have a person of his/her choice present to advise and represent him/her during such meeting or interview.

- D. Upon request, a teacher shall be entitled to have an association representative present at an investigatory interview with an administrator or supervisor which she/he reasonably believes might result in disciplinary action. This right shall not extend to post-observation or evaluation conferences.
- E. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- F. No teacher shall be disciplined without just cause.
- G. Teachers, supervisors, administrators and Board members shall conduct themselves in a professional manner in their dealings with each other and in the performance of their respective duties, responsibilities and obligations.

#### ARTICLE 5

#### ASSOCIATION RIGHTS AND PRIVILEGES

- A. Upon advance request, the Association and its representatives will be given permission to use school buildings at reasonable hours for meetings. The Superintendent shall be notified at least two (2) days prior to the meeting, except in cases of emergency, of the time and place of such meetings and his approval shall not be unreasonably withheld.
- B. Any additional cost incurred in keeping a facility open or available for Association use shall be borne by the Association.
- C. In its discretion, the Board, may allow Association use of other facilities and equipment from time to time. It is expressly understood that the Board is under

no obligation to do so and that the cost of any supplies shall be borne by the Association.

- D. The Association will have the use of a file cabinet stored at the office in Sewell.

## ARTICLE 6

### MAINTENANCE OF WORK OPERATIONS

- A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will it authorize or condone any unit member taking part in any strike (i.e., the concerted failure to report for duty or willful absence of any unit member from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of a unit member's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Board. The Association agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slow-down, walk-out or job action during the term of this Agreement, it is covenanted and agreed that participation in any such activity by a unit member may be deemed grounds for imposition of appropriate disciplinary action against such unit member.
- C. The Association agrees that it will make reasonable efforts to prevent unit members from participating in any strike, work stoppage, slow-down, or other illegal activity aforementioned or supporting any such activity by any other employee or group of employees of the Board during the term of this Agreement.
- D. Nothing contained in this Agreement shall be construed to limit or to restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to

have in law or in equity for injunction or damages, or both, in the event of such breach by the Association.

## ARTICLE 7

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "grievance" shall mean a complaint by a teacher that there has been to him/her a personal loss, injury or inconvenience because of a violation, misinterpretation, or inequitable application of an established Board policy governing teachers, a provision of this Agreement or an administrative decision affecting the terms and conditions of employment, except that the term "grievance", subject to the provisions of paragraph F.-8. below, shall not apply to:

- a. any matter for which a method of review is prescribed by law;
- b. any rule or regulation of the State Board of Education;
- c. any matter, which according to law, is either beyond the scope of Board authority or limited to a unilateral action by the Board alone;
- d. a complaint of a nontenured teacher which arises by reason of his/her not being re-employed; or
- e. a complaint by certificated personnel 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.

A grievance to be considered under this procedure must be initiated by the employee within fifteen (15) school days of its occurrence.

2. A "grievant" is a unit member who files a grievance.



3. "Day" means school day, unless otherwise indicated. Saturdays, Sundays, and state mandated legal holidays are excluded as the last day of the time limit.
4. "Representative" is a person or agent designated to represent either party in the grievance procedure.
5. "Party in interest" is a person, agent, or agency with an interest in the grievance.

B. Purpose

1. 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 regarding grievances affecting the terms and conditions of employment, as defined above in paragraph A.-1. Both parties agree that these proceedings will be kept as informal and confidential as possible at any level of the procedure.

C. Procedure

1. Time Limit - The number of days indicated at each level, should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Year End Grievances - In the event a grievance is filed at such a time that it cannot be processed through all of the steps of this grievance procedure by the end of the school year, the grievance procedure shall be continued to the first day of the following school year. Upon mutual agreement, however, the parties may continue the processing of a

grievance beyond the end of the school year under such terms as shall be agreed upon.

3. Specified Time Limits

- a. Failure by a grievant to process a grievance within the specified time limits of this procedure shall render the grievance as settled in favor of the Board.
- b. Failure to issue a decision within the specified time limit of this procedure shall be interpreted as a denial of the grievance.

D. Processing

1. Level 1 - Principal or Immediate Supervisor - A grievance to be considered under this procedure must be initiated by the teacher within fifteen (15) school days of its occurrence. A teacher with a grievance shall first submit the grievance in writing to his or her principal or immediate supervisor. The grievant may submit the grievance directly or through the Association's designated representative. The grievance must be on the proper form and shall include the following information.
  - a. The nature of the grievance.
  - b. The specific section of the contract, Board policy or an administrative decision that has been violated or is in issue.
  - c. The results of previous discussions, if any were held.
  - d. If the grievance is processed above Level 1, the grievant should note his or her dissatisfaction with the decision previously rendered.

The principal or supervisor shall communicate his or her decision to the grievant in writing within five (5) school days after receipt of the written grievance.

2. Level 2 - Assistant Superintendent - The grievant may appeal the principal's or supervisor's decision to the Assistant Superintendent within five (5) school days of the denial of the grievance. The appeal to the Assistant Superintendent must also be in writing and it must note the matters submitted to the principal or supervisor as specified above and his/her dissatisfaction with decision previously rendered. The Assistant Superintendent shall attempt to resolve the matter as quickly as possible and in any case, within five (5) school days after receipt of the appeal. The Assistant Superintendent shall communicate his decision in writing to the grievant and the Association.
3. Level 3 - Superintendent - The grievant may appeal the Assistant Superintendent's decision to the Superintendent within five (5) school days of the denial of the grievance. The appeal to the Superintendent must also be in writing and it must note the matters submitted to the Assistant Superintendent as specified above and his/her dissatisfaction with decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible and in any case, within ten (10) school days after receipt of the appeal. The Superintendent shall communicate his decision in writing to the grievant and the Association.
4. Level 4 - Board - If the grievance is not resolved to the grievant's satisfaction at the Superintendent's level, the Association may request that the grievance be forwarded on appeal to the Board within ten (10)

school days of the denial of the grievance. This request shall be submitted in writing to the Superintendent, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and may, by mutual agreement of both parties, hold a hearing with the grievant. The Board shall render its decision in writing within twenty (20) school days of receipt of the grievance by the Board or of the date of the hearing with the grievant, whichever comes later. The decision of the Board shall be final and binding unless the Association files a request with the Superintendent for advisory arbitration within fifteen (15) school days from the date of the issuance of the Board's written decision.

5. Level 5 - Advisory Arbitration

- a. Only the Association may request the appointment of an advisory arbitrator. The request shall be filed by the Association with the Superintendent and the Public Employment Relations Commission within fifteen (15) school days from the date of the issuance of the Board's written decision.
- b. The advisory arbitrator shall be appointed pursuant to the procedures of the Public Employment Relations Commission.

6. Limitations

- a. The advisory arbitrator shall limit the hearing to the issue submitted to him or her and shall consider no other material or evidence. He/She shall be limited to hearing and deciding only one grievance and shall neither hear nor decide multiple claims without the express written agreement of the parties.

- b. Arbitration proceedings shall be conducted at mutually agreed upon times.
- c. The advisory arbitrator shall have the authority to issue an advisory award and can add nothing to, nor subtract anything from, the Agreement between the parties.
- d. The hearing will entertain evidence, testimony and arguments only on those matters that are specifically considered grievable under this contract as defined in paragraph A.-1. of this Article.
- e. The hearing will be conducted in accordance with the rules set forth herein and consistent with due process.
- f. The advisory arbitrator shall first rule on the timeliness of the grievance and admissibility of the grievance to the fact finding process, if so requested by either party.
- g. The advisory arbitrator shall issue his/her advisory recommendation within twenty (20) days of the close of the hearing. He/She shall have no power to make an advisory award inconsistent with law or the provisions of this Agreement. The Board may either accept or reject the award, in whole or in part.

E. Cost

- 1. Each party will bear the total cost of case preparation and representation incurred by that party. The fees and expenses of the advisory arbitrator are the only costs which will be shared by the parties and such costs will be shared equally.

F. General Provisions

1. Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected or approved by the Association.
2. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
3. The filing or pendency of any grievance shall not impede the normal management and continuing operation of the educational process. Employees shall not refuse to perform any duty or assignment based upon the pendency of any grievance.
4. All records of grievance processing shall be filed separately.
5. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Association will distribute the forms as they are required.
6. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
7. Meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated or selected representatives, hereto referred to in this procedure.
8. To the extent that any superseding state statute mandates the use of the grievance procedure and binding arbitration in a particular case, then, upon demand with proper notice, such arbitration may be substituted for advisory arbitration at Level 4, subject to all other remaining conditions and limitations set forth herein in this Agreement.

## ARTICLE 8

### TEACHER FACILITIES

- A. The Board will continue its efforts to keep the school facility reasonably and properly equipped and maintained. The Association shall have the opportunity to make recommendations as to the acquisition and maintenance of equipment and facilities through the liaison committee.

## ARTICLE 9

### TEACHER/ADMINISTRATION LIAISON

- A. The administration will meet with the Association's liaison committee on a regularly scheduled basis at times mutually acceptable to both parties. It is anticipated that the parties may schedule six (6) to ten (10) meetings a year.

## ARTICLE 10

### PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. The Board agrees to abide by all statutes in Title 18A of the New Jersey Statutes Annotated and regulations issued pursuant thereto in the New Jersey Administrative Code.
- B. A teacher shall immediately report any case of assault or battery upon his/her person arising out of, or in connection with, his/her teaching duties. Such matters shall be immediately reported to the supervisor.
- C. The Board may reimburse a teacher for damage or destruction to his/her clothing or personal effects on the person (to a maximum of \$250.00) sustained as a result of an unprovoked assault upon the teacher while the teacher is acting within the course of his/her employment. Reimbursement shall be with the prior written approval of the Superintendent upon submission

by the teacher of a written report detailing the assault and the property loss involved. Verification of the value of the items may be required.

Reimbursement will not be allowed where recovery is available through insurance or other sources.

## ARTICLE 11

### PROFESSIONAL DEVELOPMENT/EDUCATIONAL IMPROVEMENT

- A. Each member of the bargaining unit shall be eligible for tuition reimbursement subject to the following conditions:
1. Prior to taking the course, the teacher shall submit a copy of the course description and any other information necessary for the Superintendent's consideration and written approval. Approval of courses shall be at the discretion of the Superintendent. The Superintendent will consider, among other factors, the needs of the district, the teacher's area of certification and the relationship of the course to the teacher's assignment with the district.
  2. The applicant must achieve a minimum grade of C or better in order to be reimbursed.
  3. Reimbursement will be at the rate of sixty-five percent (65%) of the actual cost of the course credits to a maximum of \$800.00 per year in 1993-1994, seventy percent (70%) to a maximum of \$900.00 per year in 1994-1995, and seventy-five percent (75%) to a maximum of \$1,000.00 per year in 1995-1996. The applicant must submit verification of payment to the institution in order to be eligible for reimbursement.



## ARTICLE 12

### TEACHER ASSIGNMENTS

- A. Assignments shall be made at the discretion of the Board and within the area of teacher competency and appropriate certification.
- B. Teachers who are required to use their personal automobiles in the performance of their duties shall be reimbursed for all authorized and properly documented travel at the rate set by the Board from time to time.
- C. Teachers seeking reimbursement of mileage costs or other expenses shall submit appropriate documentation on forms as required by the Board.

## ARTICLE 13

### TEACHING HOURS AND TEACHING LOAD

- A. The Association and the Board recognize the unique manner in which educational services are provided to students in the District. The parties agree to work with each other in effecting the efficient delivery of educational services.
- B. Nothing contained herein prohibits or limits the right of the Board from assigning the extra duties normally associated with the teaching profession. Attendance at professional staff meetings before or after regular teaching hours is mandatory and recognized in the fixed annual compensation, and participation in parent meetings and similar school activities is also part of a teacher's professional responsibility.
- C. The work day shall not exceed seven (7) hours. Each teacher shall be entitled to a thirty (30) minute, duty-free lunch period. The workday may be extended as needed for faculty meetings. Reasonable efforts will be made not to exceed eighteen (18) faculty meetings per year.

## ARTICLE 14

### VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. In accordance with the decisions of the courts and the statutes of New Jersey, it is the exclusive province of the Board of Education to determine matters related to voluntary and involuntary transfers and reassignments. Nondisciplinary transfers and reassignment decisions of the Board of Education shall be final and binding and not subject to the grievance procedure of this Agreement.
- B. Vacancies will be posted on the Central Office bulletin board for a period of ten (10) days. This period may be shortened for reasons of administrative necessity. A copy of such posting notice shall be sent to the Association. Any teacher may apply for a vacancy. The decision on the assignment will be made at the discretion of the Superintendent and the Board.
- C. Transfers and changes of assignments shall be on a voluntary basis if possible. In making involuntary assignments and transfers, the convenience and the wishes of the individual teacher will be considered to the extent that these considerations do not conflict with the instructional requirements and best interests of the school district and the pupils. When an involuntary transfer or reassignment is necessary, a teacher's certification, length of service in the district, and extra-curricular involvement will be among the factors considered, along with the needs of the District, in determining which teacher is to be transferred or reassigned.
- D. Upon request, notice of an involuntary transfer or reassignment shall be given to teachers within one calendar week of the decision.

- E. In the event that a teacher objects to the transfer or reassignment, the Superintendent or his designee shall, upon the teacher's request, schedule a meeting to discuss the transfer or reassignment.
- F. The failure to adhere to the procedures herein shall not be sufficient reason or cause to cancel or otherwise disturb a personnel action.

## ARTICLE 15

### TEACHER EVALUATION AND PERSONNEL RECORDS

- A. Teacher observations and evaluations shall be carried out in accordance with all applicable statutory and administrative requirements and as more particularly set forth in New Jersey Statutes Annotated and the New Jersey Administrative Code.
- B. Personnel Files
  - 1. Evaluation Reports filed in the teacher's personnel file shall be signed by both the evaluator and the teacher.
  - 2. A teacher shall have the right to review the material in his/her personnel file at least once every year. Inspection appointments will be scheduled upon receipt of a written request from the teacher.
  - 3. A teacher will be afforded the opportunity to review material derogatory to a teacher's conduct, service, character or personality which has been, or will be placed, in the personnel file. The teacher will sign the file copy with the understanding that such signature in no way indicates agreement with the contents thereof. A teacher shall also have the right to submit a written response to such material which response shall be included in the personnel file.

4. Teachers shall have the right to indicate those documents and/or materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents may be removed at the discretion of the Superintendent. The decision of the Superintendent shall be final and not subject to the grievance procedure.

## ARTICLE 16

### TEMPORARY LEAVE OF ABSENCE

- A. All teachers may be granted temporary leaves without loss of pay provided that they comply with the regulations below:

1. Bereavement Leave

- a. An allowance of up to five (5) consecutive days from the date of death shall be granted for death in the immediate family. In computing the five (5) days, Saturdays and Sundays will be excluded; holidays and vacations will be included. The immediate family is defined as: father, mother, spouse, child, brother, sister, mother/father in-law, grandmother, grandfather or any member of the immediate household. An allowance of one (1) day shall be granted to attend the funeral of other blood relatives or spouses of blood relatives of the employee not listed above. The Superintendent, in his sole discretion, may grant additional bereavement leave in exceptional circumstances.

2. Personal Leave

- a. An employee may request up to three (3) days personal leave per year.

- b. Personal leave may be requested for personal business or legal matters which cannot be completed other than during school time. Verification of the reason for the personal day may be required at the discretion of the Superintendent.
- c. Personal days may be utilized for emergencies or other urgent reasons not enumerated above if the employee has received the approval of the Superintendent or his designee and the employee has completed the required form issued by the Office of the Superintendent.
- d. The following regulations shall apply to the granting of personal days:
  - (1) Any unused personal days shall accumulate in a separate account for use as additional sick days upon the exhaustion of all other sick leave benefits. These days are not reimbursable as accumulated sick leave upon retirement.
  - (2) The request for personal leave shall be submitted to the supervisor on the proper form at least three (3) days before the commencement of the leave, except in cases of emergency.
  - (3) Any absence which is for a purpose not enumerated above and not covered by sick leave shall result in the deduction of one (1) day's pay for each day of absence.

## ARTICLE 17

### EXTENDED LEAVES OF ABSENCE

- A. Unless otherwise indicated, the following conditions shall apply to extended leaves of absence:
1. Requests for leave shall be in writing.
  2. Eligibility shall be based on a minimum of twelve (12) months of continuous employment in the district.
  3. All extended leaves shall be limited to a maximum of one (1) school year or, in the case of nontenured teachers, to the end of their contract term. Further extensions, if any, shall be at the sole discretion of the Board after application by the affected teacher.
  4. In order to be eligible to receive a salary increment, a teacher must actively work at least 50% of the school days in a school year. "Actively work" means that the teacher is physically present and performing his/her teaching duties. For purposes of this requirement, sick leave and other benefit days are not counted as days worked.
  5. Sick leave days and other benefits shall not accrue during the leave, but unused sick leave days held at the start of the leave shall be reinstated upon return to employment.
  6. Notice of intention to either return to employment or to resign shall be given to the Superintendent on or before March 1 of the year in which the leave expires.
  7. Reemployment during the school year shall be at the sole discretion of the Board. Extended leaves of absence are normally approved through

the end of a program year. Teachers may also request to return at mid-year. In approving an appropriate return date, the Board will take into consideration the desires of the teacher and the need to maintain educational continuity. The Board's judgment as to the maintenance of education continuity shall not be subject to review.

8. In cases of disability, including pregnancy, teachers may use current and accumulated sick leave as well as "banked" accumulated personal leave.
- B. The following types of extended leaves of absence are available:
1. Military Leave
    - a. Military leave without pay shall be granted in accordance with all applicable statutory requirements.
  2. Disability Leave (Including Pregnancy Leave)
    - a. In cases of anticipated disability, a teacher shall notify his/her supervisor of the anticipated disability as soon as the teacher is under medical supervision for the condition. In case of pregnancy, the teacher shall notify his/her supervisor at least five (5) months prior to the anticipated due date. The teacher shall present to the supervisor a written statement from the teacher's attending physician as to the anticipated date of disability, or the due date, in case of pregnancy. The physician's statement shall include a description of any limitation as to the teacher's physical ability to perform assigned duties.
    - b. The Board, in its discretion may require a review and examination of the teacher's condition by a Board selected physician as to the teacher's fitness to continue in employment. The teacher may

also secure an examination by his/her own physician. In case of disagreement as to the teacher's fitness, the decision of the Board's health officer shall be conclusive. If, as a result of such examination, the employee is found to be unfit to perform assigned duties, the employee shall be placed on sick leave for the duration of the disability with such compensation, if any, to which the teacher is entitled under the terms of this Agreement.

- c. The Board reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity. When this occurs, a teacher who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated Agreement and the rules of the insurance carrier. However, time spent on unpaid leave shall not be counted for accrual of any benefits.

3. Miscellaneous Leave

- a. Upon application, the Board, in its sole discretion, may grant such additional leave as it deems appropriate.

4. Leave Under the Family Leave Act

- a. Leave to provide care as the result of the birth or adoption of a child or a serious health condition of a family member (as defined in the Act) is available to eligible employees pursuant to the Family Leave Act, N.J.S.A. 34:11B-1, et seq. Any such leave shall be in accordance with all statutory requirements and procedures.



- b. Pursuant to the Act, eligible employees are entitled to take up to a maximum of twelve (12) weeks of leave in a twenty-four (24) month period. The twenty-four (24) month period commences with the beginning of the leave.
- c. Pursuant to the requirements of the Act, the Board will maintain in effect, for up to the maximum twelve (12) week duration of leave under the Act, the employee's health insurance coverage as if the employee had continued in active employment.
- d. Employees desiring family leave must submit a leave request indicating the starting and ending dates of the leave. An employee may return to work prior to the prearranged expiration of the family leave period only at the discretion of the Board.
- e. An employee desiring to take leave in excess of the maximum twelve (12) weeks allowable under the Family Leave Act must include a request for this additional leave time along with the original Family Leave Act request. Such additional leave may be granted at the discretion of the Board.

(1) Leave for Child Rearing Purposes

- (a) Requests for child rearing leave shall be submitted at least sixty (60) days prior to the anticipated commencement of the leave. The leave request must include the starting and ending dates of the leave or the employee may request that the leave begin immediately upon the conclusion of the disability period due to pregnancy.

(b) Leave for child rearing purposes under the Family Leave Act must start within one (1) year of the birth or adoption of the child.

(2) Leave to Care for Family Member with Serious Health Condition

(a) An employee requesting family leave in order to care for a family member (as defined by the Act) who has a serious health condition shall provide at least fifteen (15) days prior notice to the commencement of the leave, except where emergent circumstances warrant shorter notice. The leave request shall include a prearranged commencement and expiration date.

**ARTICLE 18**

**SICK LEAVE**

- A. Teachers are entitled to ten (10) days sick leave per year without loss of pay. Sick leave should be taken only in cases of illness which would interfere with the successful completion of teaching responsibilities. The Superintendent has the discretion to require the submission of a medical excuse in appropriate situations.
- B. Unused sick leave shall accumulate from year to year. Upon regular retirement as defined under the applicable pension regulations, the teacher shall be reimbursed \$20.00 for each unused sick day to a maximum of 100 days for 1993-1994, \$25.00 to a maximum of 100 days for 1994-1995, and \$30.00 to a maximum of 100 days for 1995-1996.

- C. Teachers shall notify the Superintendent's office and his/her assigned school(s) of absence due to illness as early as possible.
- D. Upon termination of employment, a teacher may request a certificate indicating the teacher's number of accumulated sick days as of the date of termination.
- E. Teachers shall be given a written accounting of accumulated unused sick leave and of "banked" personnel days at the start of the new school year.
- F. Teachers released due to a reduction in force and reemployed within the next school year shall be entitled to reinstatement of past accumulated sick leave. Teachers leaving the Board's employ for any other reason and who are thereafter reemployed by the Board may request reinstatement of past accumulated sick leave. The Board, in its discretion, may grant or deny the request, in whole or in part.

#### ARTICLE 19

#### WORK YEAR

- A. Teachers covered by this Agreement shall work in accordance with the school calendar to be published by the Board each year. The school year shall not exceed 186 days, exclusive of an additional day for new teachers.
- B. New teachers may be required to report for one (1) additional day that will be utilized for purposes of orientation.
- C. The Association may submit a letter to the Superintendent containing recommendations for the utilization of workdays. The letter will be reviewed by the Superintendent and the Board, but final determination on the utilization of workdays will remain at the discretion of the Board.

- D. Teachers may apply for up to two (2) professional development days which may be granted at the discretion of the Superintendent, upon the recommendation of the individual supervisor.

## ARTICLE 20

### TEACHER EMPLOYMENT

- A. In accordance with N.J.S.A. 18A:29-9, whenever a person shall accept employment as a teacher in this school district, his/her initial placement on the salary schedule shall be at such point as may be agreed upon by the individual and the Board.
- B. Credit for military service shall be granted as required by N.J.S.A. 18:A29-11.
- C. Teachers are notified of their contract status for the following year by April 30, or as soon thereafter as practical. This date is subject to modification by rule, regulation or administrative requirements.

## ARTICLE 21

### SALARIES

- A. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments, payable on the 15th and 30th day of each month.
- B. Subject to administrative feasibility, a teacher may authorize periodic salary deductions in accordance with law.
- C. When payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day. Each teacher shall receive his/her final check on the last working day specified by the school calendar, following completion of all duties and obligations relating to the closing of the school year.

D. Salary adjustments from column to column will be made effective as of September 1 and February 1 of each year. No retroactive increases will be made. To qualify for a salary adjustment, the teacher must meet the following requirements:

1. Courses shall have been given at an accredited institution as approved by the State Department of Education.
2. Courses shall be those offered for the attainment of a graduate degree or those specialized courses directly related to the teacher's duties as approved by the Superintendent.
3. Successful completion of the course of study shall be designated by a degree or certification by the institution.
4. To effect a salary adjustment, the teacher must submit written evidence of having met the above requirements, including transcript records. The records must be submitted before September 1 to be eligible for a salary adjustment in the fall semester and before February 1 to be eligible for a salary adjustment in the spring semester.

E. The salary increases, including step increment, shall be 6.5% for the 1993-1994 school year, 6.25% for the 1994-1995 school year, and 6.25% for the 1995-1996 school year. Salary schedules reflecting these increases shall be mutually agreed upon by the Board and Association.

Any instructional staff member on Step 15 or beyond at the conclusion of a school year will receive a salary increase consistent with the percentage increases above.

## ARTICLE 22

### PROVISIONS APPLICABLE TO NONTENURED TEACHERS

- A. To the extent required by law, nontenured teachers who receive notice of non-renewal shall have as their exclusive means of redress the procedures set forth in N.J.S.A. 18A:27-3.2 and N.J.A.C. 6:3-1.20. No further right of appeal shall be available under this Agreement.

## ARTICLE 23

### INSURANCE PROTECTION

- A. The following benefits will be provided:
1. MEDICAL INSURANCE
    - a. For the duration of this Agreement, the Board will pay an amount equal to the premium cost in effect during the 1993-1994, 1994-1995, and 1995-1996 school years for maintaining appropriate coverage (i.e., single, husband-wife, parent-child or family) under the New Jersey State Health Benefits Plan.
  2. PRESCRIPTION INSURANCE
    - a. For the duration of this Agreement, the Board will pay an amount equal to the premium cost in effect during the 1993-1994, 1994-1995, and 1995-1996 school years for maintaining appropriate coverage (i.e., single, husband-wife, parent-child or family) under the current prescription program. The co-pay for prescriptions shall be \$1.00 for the 1993-1994 school year, \$2.00 for 1994-1995, and \$3.00 for 1995-1996.

3. DENTAL INSURANCE

- a. For the duration of this Agreement, the Board will pay an amount equal to the premium cost in effect during the 1993-1994, 1994-1995, and 1995-1996 school years for maintaining employee only coverage under the current dental program.

4. OPTICAL BENEFIT

- a. For the duration of this Agreement, the Board will reimburse up to \$100.00 per year towards the cost of eye exams and prescription corrective lenses for the teacher.

- B. The Board has the right to change insurance carriers or plans as long as substantially similar benefits are provided. The Board has the further right to implement mandatory second opinion and other cost containment measures.

**ARTICLE 24**

**BENEFIT ELIGIBILITY**

- A. For the purposes of benefit eligibility under this Agreement, and except where a greater number of hours are required by insurance contracts, an eligible employee is defined as a regularly employed teacher under contract scheduled to work a minimum of twenty (20) hours per week.

**ARTICLE 25**

**FULLY BARGAINED AGREEMENT**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were, or could have been, the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within

the knowledge or contemplation of either, or both, parties at the time they negotiated or signed this Agreement.

**ARTICLE 26**

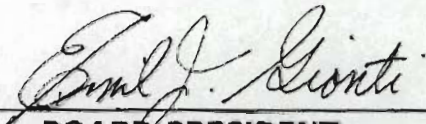
**SEVERABILITY**

- A. If any provision of this Agreement is held to be contrary to law, then such provision will not be deemed valid, except to the extent allowed by law. All other provisions of this Agreement shall continue in full force and effect.

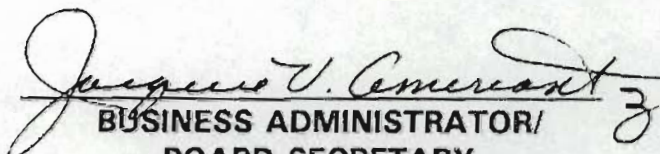
**ARTICLE 27**

**DURATION**

- A. The terms of this Agreement shall be effective July 1, 1993 through June 30, 1996.

  
\_\_\_\_\_  
BOARD PRESIDENT

  
\_\_\_\_\_  
ASSOCIATION PRESIDENT

  
\_\_\_\_\_  
BUSINESS ADMINISTRATOR/  
BOARD SECRETARY

  
\_\_\_\_\_  
NEGOTIATION CHAIR



GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT

1993-94 SALARY GUIDE

STEP	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 15	M.A. + 30
1	24,985	25,185	25,385	25,985	26,185	26,385
2	25,784	25,984	26,184	26,784	26,984	27,184
3	26,582	26,782	26,982	27,582	27,782	27,982
4	27,381	27,581	27,781	28,381	28,581	28,781
5	28,180	28,380	28,580	29,180	29,380	29,580
6	29,043	29,243	29,443	30,043	30,243	30,443
7	29,905	30,105	30,305	30,905	31,105	31,305
8	30,779	30,979	31,179	31,779	31,979	32,179
9	31,790	31,990	32,190	32,790	32,990	33,190
10	32,791	32,991	33,191	33,791	33,991	34,191
11	33,798	33,998	34,198	34,798	34,998	35,198
12	34,868	35,068	35,268	35,868	36,068	36,268
13	35,933	36,133	36,333	36,933	37,133	37,333
14	37,009	37,209	37,409	38,009	38,209	38,409
15	38,143	38,343	38,543	39,143	39,343	39,543

Any instructional staff member on or above step #15 at the conclusion of the 1992-93 school year shall receive a raise of 6.5% of their base salary for the 1993-94 school year. Base salary means contractual salary less column differential.

Board President:

Association President:

E. G.  
Initials

3-17-93  
Date

J. C.  
Initials

3-11-93  
Date

GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT

1994-95 SALARY GUIDE

STEP	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 15	M.A. + 30
1	25,790	25,990	26,190	26,790	26,990	27,190
2	26,590	26,790	26,990	27,590	27,790	27,990
3	27,396	27,596	27,796	28,396	28,596	28,796
4	28,243	28,443	28,643	29,243	29,443	29,643
5	29,092	29,292	29,492	30,092	30,292	30,492
6	29,941	30,141	30,341	30,941	31,141	31,341
7	30,858	31,058	31,258	31,858	32,058	32,258
8	31,774	31,974	32,174	32,774	32,974	33,174
9	32,703	32,903	33,103	33,703	33,903	34,103
10	33,777	33,977	34,177	34,777	34,977	35,177
11	34,840	35,040	35,240	35,840	36,040	36,240
12	35,910	36,110	36,310	36,910	37,110	37,310
13	37,047	37,247	37,447	38,047	38,247	38,447
14	38,179	38,379	38,579	39,179	39,379	39,579
15	39,322	39,522	39,722	40,322	40,522	40,722

Any instructional staff member on or above step #15 at the conclusion of the 1993-94 school year shall receive a raise of 6.25% of their base salary for the 1994-95 school year. Base salary means contractual salary less column differential.

Board President:

Association President:

E.S.  
Initials

3-17-93  
Date

L.P.  
Initials

3-11-93  
Date

DJM

February 25, 1993

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**GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT**

**1995-96 SALARY GUIDE**

STEP	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 15	M.A. + 30
1	26,408	26,608	26,808	27,408	27,608	27,808
2	27,308	27,508	27,708	28,308	28,508	28,708
3	28,208	28,408	28,608	29,208	29,408	29,608
4	29,108	29,308	29,508	30,108	30,308	30,508
5	30,008	30,208	30,408	31,008	31,208	31,408
6	30,910	31,110	31,310	31,910	32,110	32,310
7	31,812	32,012	32,212	32,812	33,012	33,212
8	32,787	32,987	33,187	33,787	33,987	34,187
9	33,760	33,960	34,160	34,760	34,960	35,160
10	34,747	34,947	35,147	35,747	35,947	36,147
11	35,888	36,088	36,288	36,888	37,088	37,288
12	37,018	37,218	37,418	38,018	38,218	38,418
13	38,154	38,354	38,554	39,154	39,354	39,554
14	39,362	39,562	39,762	40,362	40,562	40,762
15	40,565	40,765	40,965	41,565	41,765	41,965

Any instructional staff member on or above step #15 at the conclusion of the 1994-95 school year shall receive a raise of 6.25% of their base salary for the 1995-96 school year. Base salary means contractual salary less column differential.

Board President:

Association President:

  *E.A.*                          3-17-93    
 Initials                                      Date

  *P.C.*                          3-11-93    
 Initials                                      Date

DJM  
 February 25, 1993  
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