

Prepared: August 18, 2004

AGREEMENT

BETWEEN

THE

BOARD OF EDUCATION OF GREENWICH TOWNSHIP  
COUNTY OF WARREN, NEW JERSEY

AND

THE

GREENWICH TOWNSHIP EDUCATION ASSOCIATION

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EFFECTIVE JULY 1, 2004 THROUGH JUNE 30, 2007

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TABLE OF CONTENTS

	PAGE
ARTICLE I - RECOGNITION .....	1
ARTICLE II - NEGOTIATION PROCEDURE .....	2
ARTICLE III - GRIEVANCE PROCEDURE .....	4
ARTICLE IV - CONTRACTS .....	10
ARTICLE V - TEACHING HOURS AND TEACHING LOAD .....	11
ARTICLE VI - TEACHER EMPLOYMENT .....	16
ARTICLE VII - SALARIES .....	17
ARTICLE VIII - STUDENT ACTIVITIES .....	21
ARTICLE IX - SICK LEAVE .....	22
ARTICLE X - TEMPORARY LEAVES OF ABSENCE .....	24
ARTICLE XI - REPORTING ABSENCES .....	27
ARTICLE XII - EXTENDED LEAVES OF ABSENCE .....	28
ARTICLE XIII - PROFESSIONAL GROWTH .....	30
ARTICLE XIV - INSURANCE PROTECTION .....	34
ARTICLE XV - USE OF SCHOOL BUILDING .....	37
ARTICLE XVI - SCHOOL CALENDAR .....	38
ARTICLE XVII - MISCELLANEOUS PROVISIONS .....	39
ARTICLE XVIII - DURATION OF AGREEMENT .....	42



ARTICLE I

RECOGNITION

A. The Board does hereby recognize the Greenwich Township Education Association as the exclusive negotiating agent and official representative for the teachers, special classroom teachers, special services team, and school nurse in the Greenwich Township School District.

B. Unless otherwise indicated, the term, "teachers" when used hereinafter, shall refer to all professional employees represented by the Association in the negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with laws amending Chapter 123 Public Law 303 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teacher's employment. Such negotiations shall begin not later than October first of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers as described in Paragraph A of Article I, be reduced to writing, be signed by the Board and the Association, and adopted by the Board.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association for inspection all pertinent records, data, and information of the Greenwich Township School District.

C. 1. Neither party in any negotiation shall have any control over the selection of the negotiation representatives of the other party. The parties mutually pledge that both negotiating committees shall be empowered to make decisions, discuss all terms of the agreement, make

proposals and counter-proposals and agree upon the final contract.

2. This contract shall not become valid until ratified by both the Association and the Board.

D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

E. The Board agrees that the negotiation procedure set forth in this Article shall be applicable to the determination and implementation of the grants to be requested by the Board pursuant to any federal and/or state laws, provided, however, that the relevant timetable shall be shortened, if necessary, to comply with the time requirements in making or processing applications under the relevant federal or state laws.

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

ARTICLE III

GRIEVANCE PROCEDURE

The parties hereto agree on the use of the following grievance procedure.

A. Definitions

1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting a teacher or a group of teachers.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

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

### C. Rights of Teachers to Representation

1. Any aggrieved person may be represented by himself/herself or, at his/her option, with a representative selected or approved by the Association at all stages of the Grievance Procedure. The aggrieved party must be present at all stages unless his absence, due to illness or emergency situations, is acceptable to both the Board and the Association. In this case only the designated representative must be present. In the case of a grievance affecting a group of teachers, only the designated representative(s) must be present. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative of any member of the Committee or the Association, or any other participant in the grievance procedure by reason of such participation.

### D. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.



The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.

Step One: The Association shall institute action under the provisions hereof within ninety (90) school days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ninety (90) school days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) school days of the initial discussion with the immediate supervisor, the aggrieved or the Association may present a grievance in writing within fifteen (15) school days thereof to the Superintendent. The written grievance

at this Step shall contain the relevant facts, the applicable Section of the Agreement allegedly violated, and the remedy requested by the grievant. The Superintendent will answer the grievance in writing to the Association within fifteen (15) school days of receipt of the written grievance.

Step Three: If a grievance is not resolved at Step Two or if no answer has been received by the Association within the time set forth in Step Two, the grievance may be presented in writing to the Board within fifteen (15) school days. The grievance submission at this Step shall include copies of all previous correspondence relating to the matter in dispute. The Board shall respond, in writing, to the grievance within fifteen (15) school days after receipt of the submission.

Step Four: If a grievance is not settled through Steps One, Two and Three, the Association has the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within fifteen (15) school days after receipt of the Board's response. The costs for the services of the Arbitrator shall be borne equally by the Board and the Association. Any other expenses, including, but not

limited to, the presentation of witnesses, shall be paid by the parties incurring same.

E. The Arbitrator shall not have the authority to add to, modify, detract from or in any way alter the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

F. Upon prior notice to and authorization of the Board, the designated Association representatives may be permitted as members of the Grievance Committee to confer with employees and the Board on specific grievances in accordance with the grievance procedure set forth herein during the work hours of employees, without loss of pay.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing

herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

H. The Board shall make available to the Association any appropriate information necessary to investigate the grievance. This shall be done within fifteen (15) school days so as not to delay or impede the process.

ARTICLE IV

CONTRACTS

A. All contracts shall conform to state laws and shall include:

1. Employment assignment
2. Period of employment
3. Salary

B. Notice of employment to tenure teachers shall include:

1. Employment assignment
2. Period of employment
3. Salary

C. Contracts for teachers shall be voted on and teachers shall be notified by the Board of its determination in accordance with law.

D. All contracts must be returned within fifteen (15) calendar days after individuals receive it, and then can be voided only after sixty (60) days' notice from either party.

ARTICLE V

TEACHING HOURS AND TEACHING LOAD

A. Teaching Day

1. The maximum teacher day shall consist of six and two-thirds continuous hours. Maximum pupil contact time shall consist of five and two-thirds hours per day or 1700 minutes per week for full time instructors and an appropriate ratio of time per week for instructors employed on a part time basis. Effective July 1, 2004 maximum teacher work year shall consist of one hundred eighty-four (184) days, although the student year shall not exceed one hundred eighty-one (181) days.

2. The faculty shall arrive no later than ten (10) minutes prior to homeroom period and shall leave no earlier than ten (10) minutes after dismissal begins.

3. Each teacher shall have a one-half hour, duty free lunch period each working day.

4. There will be no more than thirty (30) non-supervisory, after school functions assigned to teaching staff members by the Superintendent or Board of Education. The duration of said functions shall begin no later than five (5) minutes after the close of the pupil day and lasting no more than one (1) hour. Prior notification of three (3) days shall be given for each after school

function. Any meetings or activities so scheduled by the Superintendent or other school administrators shall be part of the above thirty (30) functions and shall not exceed four (4) per month.

5. Specialists for Music, Art, and Physical Education shall begin instruction on the same day as regular classroom instructors, as per class schedule.

B. Mandatory Attendance

1. Evening Parent Conferences - not to exceed two (2) evenings per year without additional compensation. Additional evening hours that may be needed will be compensated at \$31.00 per hour. Effective July 1, 2005, the rate of compensation shall be increased to \$32.00 per hour. Effective July 1, 2006, the rate of compensation shall be increased to \$34.00 per hour.

2. Open House - If an employee is absent for the Open House, he/she shall be required to perform one (1) additional supervisory function as referenced in Section B.3.

3. a. Supervision - One (1) function per year in a supervisory capacity. This would be established through staff request with the final decision made by the Superintendent.

b. Additional supervisory functions will be compensated at the rate of \$31.00 per hour. Effective July 1, 2005, the rate of compensation shall be increased to \$32.00 per hour. Effective July 1, 2006, the rate of compensation shall be increased to \$34.00 per hour. Said functions to be filled on a voluntary basis. Volunteers to be selected by the Superintendent.

C. Tutoring

1. Tutoring within the Greenwich Township School District would be provided for those students, on a group or individual basis, in need of additional academic support.

2. Student selection for after-school tutoring would be based upon the following criteria:

a. Teacher recommendations

b. An indication, on the mid-marking period progress report, that the student is failing or in danger of failing a given subject.

c. Parent and/or student request for additional help.

d. Superintendent and/or other school Administrator's request.

3. Student to be tutored and length of time for tutoring must be pre-approved by the Superintendent.



4. Students approved, under the above criteria, must also comply with the following:

a. The child receiving after-school instruction will be provided transportation home, by the parent.

b. The child receiving after-school instruction will approach this instruction with a positive attitude.

5. Compensation for tutoring shall be \$31.00 per hour. Effective July 1, 2005, the rate of compensation shall be increased to \$32.00 per hour. Effective July 1, 2006, the rate of compensation shall be increased to \$34.00 per hour.

D. After School Detention

1. The Compensation rate to be set at \$31.00 per hour for after-school detention. Effective July 1, 2005, the rate of compensation shall be increased to \$32.00 per hour. Effective July 1, 2006, the rate of compensation shall be increased to \$34.00 per hour. Payment to be made only if students are present for detention, and with prior approval of the Superintendent.

E. 1. Curriculum Committee Chairpersons shall receive a stipend of \$300.00 per year to be paid in two

equal installments of \$150.00 each, one in January and one in June.

2. The Child Study Team Coordinator shall receive a stipend of three thousand dollars (\$3,000.00) in addition to the contracted salary.

F. The Board shall be responsible for all bookkeeping in conjunction with "finances".

ARTICLE VI

TEACHER EMPLOYMENT

A. The Board of Education agrees to hire only certified teachers holding certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment.

B. Teachers initially placed under contract shall be placed in said teacher's proper step of the salary schedule. However, in an emergency situation or if the Board cannot otherwise fill the position, a teacher may be placed under contract, at the discretion of the Board, with a salary no less than Step 1 of the Salary Guide and no greater than the highest paid teacher in the District.

C. Teachers with previous teaching experience in the Greenwich Township School District shall, upon returning to the system, be reinstated as per N.J.S.A. 18A:29-9 and/or N.J.S.A. 18A:29-11.

ARTICLE VII

SALARIES

The salaries of all teachers covered by this Agreement are set forth in Schedules "A", "B" and "C", which are attached hereto and made a part thereof.

A. 1. Effective July 1, 2004, the salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part thereof.

2. Effective July 1, 2005, the salaries of all teachers covered by this Agreement are set forth in Schedule "B" which is attached hereto and made a part thereof.

3. Effective July 1, 2006, the salaries of all teachers covered by this Agreement are set forth in Schedule "C" which is attached hereto and made a part thereof.

B. Teachers shall be paid in twenty (20) equal semi-monthly installments. Each teacher may individually elect to have any amount of his monthly salary deducted from his pay. This deduction will be forwarded to the Tri-County Federal Credit Union by the Secretary of the Board of Education, to be deposited into individual teacher accounts. Teachers may elect, by indicating in writing, to

have 10% of each semimonthly salary payment deducted and paid to them in two equal installments during the first week of July and August.

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

D. Teachers shall receive their June checks after all final year end reports have been received and approved by the Superintendent.

E. 1. Sick Day Retirement Pay - Effective July 1, 2004, one hundred fifty dollars (\$150.00) per day for a maximum of one hundred thirty-five (135) days accumulated sick leave shall be paid upon retirement. Effective June 30, 2007, fifty dollars (\$50.00) per day for a maximum of one hundred thirty-five (135) days accumulated sick leave shall be paid upon retirement, although any employee who is retiring and whose last day of employment is June 30, 2007 shall be entitled to the one hundred fifty dollar (\$150.00) sick day retirement pay. The calculated sum shall be paid to said staff employee after the receipt of a written resignation for retirement and the acceptance by the Board of Education. Whenever possible, notification of intent to retire should be made by January 1 of the year of retirement.

2. At the discretion of the employee, sick day retirement pay may be taken in one lump sum with their last paycheck; two equal payments, the first being paid with their last paycheck and the second during the month of January in the next school year; two equal payments, the first being paid during the month of January of the second school year after the employee retires and the second during the month of January in the next school year; or, three equal payments, the first being paid with their last paycheck, the second during the month of January in the next school year, and the third during the month of January in the next following school year. The employee's decision as to the method of distribution of the sick day retirement payment must be communicated, in writing, to the Board Secretary at least two (2) months before the date of retirement.

3. If a bargaining unit member dies before the entire payment is made, the remainder that is due and owing shall be paid to the bargaining unit member's named beneficiary.

F. Longevity - \$400.00 after fifteen (15) years experience, an additional \$400.00 after twenty (20) years experience, and an additional \$400.00 after twenty-five (25) years experience. To gain longevity, all experience

must be gained within the Greenwich Township School District.

G. Upon reaching the expiration of a one (1) or two (2) year contract, if a subsequent contract cannot be reached prior to the ensuing school year, teachers not on the guide would receive an increment raise equal to the average increment of all steps in the lane to which they are entitled.

ARTICLE VIII

STUDENT ACTIVITIES

A. All after school extra-curricular activities involving teacher employment must be recommended by the Superintendent and approved by the Board of Education. Teachers will be paid at a rate of \$31.00 per hour for such approved activities. Effective July 1, 2005, the rate of compensation shall be increased to \$32.00 per hour. Effective July 1, 2006, the rate of compensation shall be increased to \$34.00 per hour.

B. Student activities may include such year-long activities such as Student Council, the Mentor Program, Yearbook, and other programs deemed appropriate by the Superintendent and approved by the Board of Education at any time during the school year. Reimbursement for such activities (and others that may not be year-long) shall range from \$250.00-\$1,000.00 per approved activity as agreed to by the Superintendent in consultation with the applicant for the position.

C. All other after school student activities shall be defined as clubs. Any teacher shall have the prerogative of accepting or rejecting supervision of any after school club.



ARTICLE IX

SICK LEAVE

A. Each teacher shall receive ten (10) sick days per year. Said sick days shall be accumulative on a year to year basis when the total number of days allowed are not used within a given year.

B. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30<sup>th</sup> of each school year.

C. When a teacher, normally entitled to sick leave, is absent as a result of an accident arising out of and in the course of employment, he/she shall receive full salary for a period of such absence up to one calendar year without having such absence charged to sick leave.

D. 1. Sick Day Bank - An accumulation of two (2) days for each of the aggregated staff shall be established. Eligibility for and the disbursement of these days shall be administered and governed by the Board or its designee, in its sole discretion. Determination of eligibility and/or disbursement by the Board or its designee shall not be subject to the grievance procedure as provided by law. These days shall not accumulate from year to year, but be recalculated and reinitiated each school year. Any staff member, as defined in Article I, Paragraph A, entitled and

designated by the Board or its designee under the terms provided in this Section, shall receive that day's salary from the sick bank, only after all yearly and accumulated sick leave, under Paragraph A of this Section, has been exhausted.

2. Any year in which one teacher uses more than 50% of the sick day bank, that teacher will not be entitled to use more than 1/3 of the sick bank days in a successive year.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following temporary non-accumulative leaves of absences with full pay:

A. Personal Days - two (2) days leave of absence for personal legal business, household, or family matters which require absence during school hours. All requests for personal leave are to be made at least twenty-four (24) hours in advance to the Superintendent except in the case of an emergency. Applicants for such leave shall not be required to state reasons for taking such leave, other than he is taking it under this section. Unused personal Days shall be applied to accumulative sick leave.

B. Emergency Leave - A total of five (5) days per year emergency leave shall be granted when such leave is predicated upon.

1. Illness in the immediate family - maximum two (2) days immediate family means spouse, children, parents, brother, sister, grandparents, in-laws of the same relationship, and any person who has lived in the home of the instructor for a period greater than two (2) years.

2. Serious illness and bereavement - the remaining three (3) days.

a. Serious illness refers to a serious health condition of a parent, child, or spouse of the employee requiring in-patient care in a hospital, hospice, or residential medical care facility and requiring continuing medical treatment by a health care provider.

b. Bereavement established to use the three (3) days under the following condition:

i. Three (3) days for immediate family (i.e. spouse, children, parents, siblings, in-laws, and any other person living in the home of the teacher).

ii. Two (2) days for the extended family of the teacher (i.e. aunts, uncles, grandparents, etc.)

iii. One (1) day for friends, neighbors, etc.

3. Should circumstances require additional bereavement, two (2) additional days per occurrence is available for immediate family only.

C. One-half (1/2) Day Leave - The following leaves may be taken in the following increments: ½ or full day - Sick Leave, Personal Leave or Family Illness Leave. One-Quarter (1/4) days off may be permitted only if the teacher obtains a "fill-in" at no cost to the Board and with Administration approval.

D. Time necessary for persons called into temporary active duty and any unit of the U.S. Reserves or the State National Guard.

ARTICLE XI

REPORTING ABSENCES

A. Absences are to be reported before 6:30 a.m of the day the teacher will be absent, if possible.

B. When sick leave is claimed for three (3) consecutive school days, the Board of Education may require a physician's certificate. This will be filed with the Secretary of the Board of Education in order to obtain sick leave. In cases of suspicion of abuse, the Board of Education may require a physician's certificate for any length of absence. This and any required physician's examination will be paid for by the Board of Education.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

A. All employees shall be entitled to Military Leave in accordance with Federal and State Statute.

B. Maternity leave shall commence on the date requested by the teacher. Any teacher granted maternity leave without pay may, at the employee's discretion, elect to use twenty (20) days prior to and/or twenty (20) days after the child's birth, of said employee's sick leave during the period of such absences and receive full pay and benefits for the same. Any teacher shall, upon request, be restored to a teaching position. In addition, maternity leave shall not exceed twelve (12) months. However, if for any reason the maternity leave should cause a disruption of classroom continuity by said instructor returning to the class assigned, an extended leave of up to fifteen (15) months may be granted. This decision shall be left to the discretion of the Board of Education and be classified as Child Care Leave.

C. 1. Upon return from leave granted pursuant to Sections A and B of this Article, a teacher shall be considered as if said person were actively employed by the Board of Education during the leave and shall be placed on the salary schedule at the level said person would have

achieved if said person had not been absent, provided however that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits, to which a teacher was entitled at the time said person's leave of absence commenced, including unused accumulated sick leave, shall be restored to said person upon the said person's return, and said person shall be assigned to the same position which said person held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

D. All extension or renewals of leaves shall be applied for and granted in writing.



ARTICLE XIII

PROFESSIONAL GROWTH

A. All employees shall be provided opportunities for development of increased competence beyond which they may attain through the performance of their assigned duties. In light of their impact upon the lives of students and in keeping with the breadth of experience and depth of training which they possess, opportunities for professional staff shall be especially rich and varied.

B. The Superintendent shall encourage the staff with opportunities in areas such as the following:

1. Visits to other classrooms and other schools.
2. Conferences involving other personnel from the district, county, state, region or nation.
3. Membership on committees.
4. Training in classes and workshops.
5. Further training in institutions of higher learning.

C. Each teacher shall be reimbursed at the IRS reimbursement rate per mile for mileage to and from workshops or visitations, and for workshops required by the Board of Education through the Superintendent. Reimbursement shall also include any functions where attendance is either mandated and/or requested when paid

function is scheduled beyond the regular school day as stated in Article V.

D. Members of the instructional staff will be eligible for course reimbursement at a rate per credit hour to equal the highest in-state rate at a State of New Jersey college with a maximum of nine (9) credit hours per year. Courses taken beyond nine (9) credit hours during a given year will not be reimbursed in future years. The following requirements must be satisfied.

1. Written approval must be obtained from the Greenwich Township Board of Education through the Superintendent to assure reimbursement for courses before courses are taken.

2. Effective July 1, 2004, reimbursement shall be for graduate courses only and shall not exceed twenty-three thousand dollars (\$23,000) per fiscal year for the district (July 1 - June 30). Effective July 1, 2005, reimbursement shall be for graduate courses only and shall not exceed twenty-six thousand dollars (\$26,000) per fiscal year for the district (July 1 - June 30). Effective July 1, 2006, reimbursement shall be for graduate courses only and shall not exceed thirty thousand dollars (\$30,000) per fiscal year for the district (July 1 - June 30).

3. Thirty percent (30%) of the money shall be distributed for summer courses, defined as courses occurring (started and completed) in the months of May, June, July or August. Thirty-five percent (35%) of the money shall be distributed for fall courses, defined as courses occurring (started and completed) in the months of August, September, October, November and December). Thirty-five percent (35%) of the money shall be distributed for spring courses, defined as courses occurring (started and completed) in the months of January, February, March, April or May. If in summer, fall and/or spring excess funds exist, then that money will be reserved for distribution in June to those who qualify. "Qualify" shall be defined as those employees who applied for tuition reimbursement during the current fiscal year but were not reimbursed for the full amount. The Business Administrator and the Association's designee shall meet to agree on the distribution of excess funds.

4. Summer grades must be submitted to the business office by September 30 for payment in October. Fall grades must be submitted to the business office by January 31 for payment in February. Spring grades must be submitted to the business office by June 15 for payment by the end of June.

5. Graduate credits or degree acceptable must be in an area that enhances a teacher's professional growth as indicated in the individual's PIP and/or is approved by the Superintendent. Also, that a grade level of "C" or better must be maintained. Reimbursement which is to be made through the Superintendent will be given after the Board of Education meeting following submission of a satisfactory transcript.

6. If a teacher leaves the District for another education related position (as opposed to a "life-altering" event) within two (2) years of receiving tuition reimbursement, the teacher shall be responsible for reimbursing the Board for any tuition reimbursement received during the two (2) year period.

E. Teachers will not be required to attend school during the N.J.E.A. Convention. A maximum allotment of \$20.00 per year will be granted to each teacher. These monies must be expended at the N.J.E.A. Convention or P.T.O. function, on books and materials directly related to the teacher's area of instruction. All materials must be approved by the Superintendent prior to reimbursement.

ARTICLE XIV

INSURANCE PROTECTION

A. The Board of Education, after agreement with the Association regarding appropriate insurance carriers, shall provide the health-care insurance protection designated below. The Board of Education shall pay the full premium for each full time teacher and, in cases where appropriate, for family plan insurance coverage. In the case of a part-time employee, the Board of Education shall pay pro-rated insurance premiums determined by a percentage rate equal to the percentage of full-time employment.

B. For each teacher who remains in the employ of the Board of Education for the full school year, the Board of Education shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1<sup>st</sup> and ending August 31<sup>st</sup>, in accordance with policies as established by the insurance carrier.

C. The Board of Education will pay the cost of the current health benefits program. (Teachers are minded of the modified plan requiring mandatory second opinion and pre-admission certification.) For all teachers hired on or after July 1, 1998, the Board of Education will pay the cost of the PPO program. New teachers may elect to pay the

difference between the PPO plan and traditional plan and to have those monies deducted from their salaries. For all teachers hired prior to that date, the Board will pay the cost of their choice of the PPO or traditional program. This choice may be made once yearly and prior to September 1<sup>st</sup>.

D. 1. The Board shall continue the present dental coverage for all employees. The Board shall have the right to change carriers so long as equal or better benefits are provided.

2. The Board shall provide employees with a prescription plan with a \$10.00 co-pay for name brand prescriptions \$5.00 co-pay for generic prescriptions, and \$0.00 co-pay for mail order prescriptions. All employees hired to begin their employment with the Board on or after July 1, 2001 shall be entitled to "employee only" prescription coverage. The Board shall have the right to change carriers/administrators so long as equal or better benefits are provided.

E. The Board of Education shall provide to each teacher a description of the health care insurance coverage provided under this Article, as soon as such is provided by the respective insurance carriers. These shall include a

clear description of conditions and limits of coverage as listed above.

F. Employees (up to 25% of the bargaining unit), on an annual basis, may elect to "opt out" of the Board's insurance coverage. Any employee choosing to "opt out" of the Board's insurance coverage shall be entitled to receive compensation at the end of the school year in an amount equal to twenty-five percent (25%) of the premium cost. If, during the school year, the employee chooses to "rejoin" the Board's insurance coverage, the year end compensation shall be prorated accordingly.

ARTICLE XV

USE OF SCHOOL BUILDING

The Association and representatives of the Unit shall have the right to use school buildings, with permission of the Superintendent. Twenty-four (24) hour notification is required. Normally such meetings would be immediately after school.



ARTICLE XVI

SCHOOL CALENDAR

A committee of three (3) members of the Association shall be appointed by the Association to recommend and consult with the Superintendent in forming a school calendar for the period of September 1<sup>st</sup> through June 30<sup>th</sup>. Said consultation shall occur on or before May 1<sup>st</sup> or fifteen (15) days before Board action on said calendar. Final approval of the calendar must be made by the Board of Education. The Board of Education reserves the right to revise the calendar as conditions warrant.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. This agreement constitutes the conditions of and terms of employment for those persons covered under this Agreement, and the Board of Education shall carry out the commitments contained herein and give them full force and effect during the duration of said agreement.

B. If any provision on 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 of 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.

C. Any individual contract between the Board of Education and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

D. The Board of Education and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system

shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

E. Copies of this Agreement shall be printed at the expense of the Board of Education within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employer or considered for employment by the Board of Education.

F. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so in writing to the appropriate person(s) at the following address:

1. If by the Association, to Board of Education Secretary or President.

2. If by Board of Education, to Association at Stewartsville Elementary School or Greenwich School.

G. Teachers agree to indicate their presence in the building by initialing a sign-in sheet. It will not be necessary to place time on the sheet.

H. Representation Fee:

1. If an 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 to the Association for that membership year.

2. The mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

ARTICLE XVIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2004 and shall continue in effect through June 30, 2007. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. This Agreement incorporates and finalizes all the areas of negotiation heretofore discussed between the parties hereto and contains the complete and final understanding between the said parties as to this negotiated contract.

IN WITNESS WHEREOF, the said parties caused this document to be signed by their proper corporate officers and caused their corporate seal to be hereto affixed.

GREENWICH TOWNSHIP BOARD OF EDUCATION

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Annette Edmonds, Bus. Admin/Bd.Sec.

DATE: \_\_\_\_\_

GREENWICH TOWNSHIP EDUCATION ASSOCIATION

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

DATE: \_\_\_\_\_