

# **EMPLOYMENT AGREEMENT**

**2009-2010**

**2010-2011**

**2011-2012**

**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 21st day of September 2009, 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, the child study team members, 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, per diem employees, summer employees, substitute teachers and all non-certificated personnel.

## 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.

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.

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.

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-5 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 without additional compensation at Back to School Night, parent conferences and a maximum of two other before or after school meetings per month. Exempt from this clause are "meetings defined as emergency in nature." When school is dismissed early for Parent/Teacher conferences, teachers who have no conferences scheduled shall remain in their school and until the normal release time on these days. Evening Concerts/or other events shall be done on a rotating basis (maximum of one (1) per year.)

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 one preparation period for each school day.

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.

2009-2010	\$140
2010-2011	\$150
2011-2012	\$160

I. Preparation periods – All certified staff shall be provided with five (5) preparation periods per week - (1) preparation period per day.

J. The hourly rate for curriculum and/or staff development shall not apply when teachers are relieved from their regular contractual duties for curriculum and/or staff development activities either by providing an in-service day, shortened school day, substitute, or release time. Exempt from this provision shall be "turn key presentation" to colleagues upon their return from an in-service program and/or workshop paid by the district. The teacher shall professionally facilitate a minimum presentation of ten (10) minutes. This provision will not preclude payment for the aforementioned activities outside the contractual school day or for workshops presented by teachers during the school day or in-service day. Staff members providing a workshop or in-service during regularly scheduled hours shall still be compensated for preparation time spent outside of school hours preparing for the presentation.

**ARTICLE IV**

**SALARY GUIDE PROVISIONS**

Total Salary Increases, **including movements**, shall not exceed:

3.6% 2009-2010

3.6% 2010-2011

3.7% 2011-2012

Salary guide is as follows:

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**GREAT MEADOWS REGIONAL  
SALARY GUIDE  
2009-2010, 2010-2011, 2011-2012**

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2009-2010

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**GREAT MEADOWS REGIONAL  
 SALARY GUIDE  
 2009-2010**

**YEAR 1  
 2009-10**

*Great Meadows*

**Salary Guide**

Step	BS	BS+15	BS+30	MA	MA+15	MA+30
1	46,445	47,495	48,545	49,595	50,645	51,695
2-3	46,695	47,745	48,795	49,845	50,895	51,945
4-5	47,095	48,145	49,195	50,245	51,295	52,345
6-8	47,690	48,740	49,790	50,840	51,890	52,940
9	48,755	49,805	50,855	51,905	52,955	54,005
10	50,170	51,220	52,270	53,320	54,370	55,420
11	51,680	52,730	53,780	54,830	55,880	56,930
12	53,280	54,330	55,380	56,430	57,480	58,530
13	54,980	56,030	57,080	58,130	59,180	60,230
14	56,780	57,830	58,880	59,930	60,980	62,030
15	58,685	59,735	60,785	61,835	62,885	63,935
16	60,690	61,740	62,790	63,840	64,890	65,940
17	62,795	63,845	64,895	65,945	66,995	68,045
18	65,000	66,050	67,100	68,150	69,200	70,250
19	67,305	68,355	69,405	70,455	71,505	72,555
20	69,710	70,760	71,810	72,860	73,910	74,960

Longevity: A teacher at the terminal step and with a minimum of ten (10) years in district shall receive the following longevity after completing the following years in education as of July 1, 2005.

19-20 years	add	\$3,250
21-25 years	add	\$3,750
26-30 years	add	\$4,250
30+ years	add	\$5,750

**FOR TEACHERS HIRED ON OR AFTER JULY 1, 2009**

19-20 years	add	\$1,625
21-25 years	add	\$1,875
26-30 years	add	\$2,125
30+ years	add	\$2,875

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**GREAT MEADOWS REGIONAL  
 SALARY GUIDE  
 2010-2011**

**YEAR 2  
 2010-11**

*Great Meadows*

**Salary Guide**

Step	BS	BS+15	BS+30	MA	MA+15	MA+30
1-2	48,685	49,785	50,885	51,985	53,085	54,185
3-4	48,935	50,035	51,135	52,235	53,335	54,435
5-6	49,340	50,440	51,540	52,640	53,740	54,840
7-9	49,940	51,040	52,140	53,240	54,340	55,440
10	51,310	52,410	53,510	54,610	55,710	56,810
11	52,830	53,930	55,030	56,130	57,230	58,330
12	54,450	55,550	56,650	57,750	58,850	59,950
13	56,170	57,270	58,370	59,470	60,570	61,670
14	57,990	59,090	60,190	61,290	62,390	63,490
15	59,910	61,010	62,110	63,210	64,310	65,410
16	61,930	63,030	64,130	65,230	66,330	67,430
17	64,050	65,150	66,250	67,350	68,450	69,550
18	66,270	67,370	68,470	69,570	70,670	71,770
19	68,590	69,690	70,790	71,890	72,990	74,090
20	71,010	72,110	73,210	74,310	75,410	76,510

Longevity: A teacher at the terminal step and with a minimum of ten (10) years in district shall receive the following longevity after completing the following years in education as of July 1, 2005.

19-20 years	add	\$3,250
21-25 years	add	\$3,750
26-30 years	add	\$4,250
30+ years	add	\$5,750

**FOR TEACHERS HIRED ON OR AFTER JULY 1, 2009**

19-20 years	add	\$1,625
21-25 years	add	\$1,875
26-30 years	add	\$2,125
30+ years	add	\$2,875



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**GREAT MEADOWS REGIONAL  
 SALARY GUIDE  
 2011-2012**

**YEAR 3**  
 2011-12 *Great Meadows*

Salary Guide Step	BS	BS+15	BS+30	MA	MA+15	MA+30
1	50,180	51,330	52,480	53,630	54,780	55,930
2-3	50,430	51,580	52,730	53,880	55,030	56,180
4-5	50,830	51,980	53,130	54,280	55,430	56,580
6-7	51,430	52,580	53,730	54,880	56,030	57,180
8-10	52,760	53,910	55,060	56,210	57,360	58,510
11	54,270	55,420	56,570	57,720	58,870	60,020
12	55,880	57,030	58,180	59,330	60,480	61,630
13	57,590	58,740	59,890	61,040	62,190	63,340
14	59,400	60,550	61,700	62,850	64,000	65,150
15	61,310	62,460	63,610	64,760	65,910	67,060
16	63,320	64,470	65,620	66,770	67,920	69,070
17	65,430	66,580	67,730	68,880	70,030	71,180
18	67,640	68,790	69,940	71,090	72,240	73,390
19	69,950	71,100	72,250	73,400	74,550	75,700
20	72,360	73,510	74,660	75,810	76,960	78,110

Longevity: A teacher at the terminal step and with a minimum of ten (10) years in district shall receive the following longevity after completing the following years in education as of July 1, 2005.

19-20 years	add	\$3,250
21-25 years	add	\$3,750
26-30 years	add	\$4,250
30+ years	add	\$5,750

**FOR TEACHERS HIRED ON OR AFTER JULY 1, 2009**

19-20 years	add	\$1,625
21-25 years	add	\$1,875
26-30 years	add	\$2,125
30+ years	add	\$2,875

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. Teachers will be offered the option of 24 payment installments to be paid September through August on the 15<sup>th</sup> and 30<sup>th</sup> of each month. The Board Office will be notified in writing no later than May 1<sup>st</sup> of a teacher's intent to exercise the option to be paid in 24 payment installments for the subsequent school year. New hires will be offered the opportunity to be paid in 24 payment installments at the time of their initial employment.

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.

*Prudential INS.*

## ARTICLE V

### TUITION REIMBURSEMENT

The Board shall provide a maximum of \$26,000 (2009-20010), \$28,000 (2010-2011), \$30,000 (2011-2012) 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 \$50/course for textbooks shall be reimbursable. Teachers shall be limited to a maximum of nine (9) 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 '06 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 nine (9) 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. Teachers who anticipate moving laterally to another column on the salary guide in the subsequent school year are to notify the Business Office by January 31<sup>st</sup> of any anticipated education advances on the salary guide for the ensuing school year.

If an employee resigns his/her position within 1 year after having received tuition reimbursement from the District, that teacher shall repay the District 100% of the tuition reimbursement received in that prior year.

Reimbursement shall be made by the teacher to the District within 30 days of the teacher's voluntary departure from the District. If the Board is required to resort to legal action to recover these tuition monies, the teacher shall be required to reimburse the Board for the legal fees it incurred in such a collection action.

This requirement shall not apply if the teacher leaves the District due to:

1. The serious illness of the teacher or a family member (in a latter situation the teacher must provide a physician's certificate establishing that the provision of such care is required.),
2. The death of the employee.
3. A change of spousal employment necessitating geographic relocation.
4. Retirement of the employee from the TPAF.

**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.

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

## 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. Teachers hired on or after July 1, 2009 will be offered, at Board expense, the POS Plan for the employee and eligible dependents. These employees will be offered the opportunity to obtain the PPO Plan by paying the difference in cost between the POS Plan and the PPO Plan. After 3 years and 1 day of employment (i.e. achievement of tenure), these employees will have the right to move, without cost, from the POS Plan to the PPO Plan, so long as notice is given to the Business Office of the staff member's intention to do so no later than February 1<sup>st</sup> of the school year prior to when the change in plans is to take place.

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.

- a) Office visit co-pay - \$15.00
- b) Out of Network Deductible - \$400 single/\$800 family
- c) Our of Network Catastrophic - \$3,000 single/\$6,000 family

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 2009-2010, stipends would be calculated as follows:

2009-2010 "Estimate"

If eligible for family coverage	(PPO)	35% of \$18,262.92 = \$6,392.02
	(POS)	35% of \$16,681.68 = \$5,835.88
If eligible for husband/wife coverage	(PPO)	35% of \$15,623.40 = \$5,468.19
	(POS)	35% of \$14,271.60 = \$4,995.06
If eligible for parent/child coverage	(PPO)	35% of \$10,450.68 = \$3,657.74
	(POS)	35% of \$ 9,546.60 = \$3,341.10
If eligible for single coverage	(PPO)	35% of \$ 7,161.96 = \$2,506.69
	(POS)	35% of \$ 6,542.52 = \$2,289.88

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>
2009-2010	\$30.00	\$15.00	\$10.00
2010-2011	\$30.00	\$15.00	\$10.00
2011-2012	\$30.00	\$15.00	\$10.00

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 2009-2010, stipends would be calculated as follows:

	<u>2009-2010 "Estimated"</u>
If eligible for family coverage	35% of \$3,364.80 = \$1,177.68
If eligible for husband/wife coverage	35% of \$3,331.56 = \$1,166.06
If eligible for parent/child coverage	35% of \$1,897.56 = \$ 664.15
If eligible for single coverage	35% of \$ 1,421.16 = \$ 497.41

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, 2009-20010, stipends would be calculated as follows:

	<u>2009-2010 "Estimated"</u>
If eligible for family coverage	35% of \$1,715.04 = \$600.26
If eligible for husband/wife coverage	35% of \$ 1,019.64 = \$356.87

If eligible for parent/child coverage	35% of \$ 1,019.64 = \$356.87
If eligible for single coverage	35% of \$ 569.28 = \$199.25

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.
6. Dental yearly maximum is \$1,500.00 with an annual deductible of \$25 for single coverage and \$75 for family coverage.

**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:

2009-2010	\$34/hr.
2010-2011	\$36/hr.
2011-2012	\$38/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 an hourly rate as follows:

2009-2010	\$34/hr.
2010-2011	\$36/hr.
2011-2012	\$38/hr.

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

2009-2010	\$34/hr.
2010-2011	\$36/hr.
2011-2012	\$38/hr.

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

Example: for 2009-2010:

Duration of Presentation + 1 hr. = total preparation time  
2 + 1 hr. = 3 hrs. preparation time  
3 x \$34 = \$102.00

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. Extra curricular programs approved by the Board of Education shall be reimbursed at the contractual hourly rate.

SLC (GMMS) – 25 hours  
Student Council – 30 hours  
Yearbook: GMMS – 30 hours  
Yearbook: Elementary – 20 hours  
Math League Advisor (GMMS) – 25 hours  
Team Leader (GMMS) – 30 hours  
Safety Patrol (Elementary) – 15 hours

Any additional programs funded by the Board of Education that are added, created, or revised during this contract must be negotiated. Once a year (minimum), the Association and district administration will review the job responsibilities and make any necessary changes in description and/or hours. Staff coaching after school sports clubs and/or activities that are on a 'play to pay' basis will be notified of their stipend amount after the administration and the GMREA have discussed and agreed upon said stipend amount.

- E. The hourly rate for curriculum and/or staff development shall not apply when teachers are relieved from their regular contractual duties for curriculum and/or staff development activities either by providing an in-service day, shortened school day, substitute, or release time. Exempt from this provision shall be "turn key presentation" to colleagues upon their return from an in-service program and/or workshop paid by the district. The teacher shall professionally facilitate a minimum presentation of ten (10) minutes. This provision will not preclude payment for the aforementioned activities outside the contractual school day or for workshops presented by teachers during the school day or in-service day. Staff members providing a workshop or in-service during regularly scheduled hours shall still be compensated for preparation time spent outside of school hours preparing for the presentation.
- F. Common Planning Time – memorialize existing practice for middle school teachers-five (5) common planning periods per week at the middle school, in addition to five (5) preparation periods per week, for each certified staff. Elementary teachers, with the exception of elementary specialists (wellness, library, art, music, technology, and world languages), special education teachers, nurses and guidance counselors, shall have six (6) preparation periods in a five (5) day academic cycle for the performance of professional

duties, including but not limited to discussion of student performance and needs, team planning, parent conferences, cross curriculum planning, staff conferencing, and student conferencing. Two (2) "curriculum articulation" days per school will be provided to full time elementary specialists (as defined above). These articulation days shall include but not limited to, discussion of students' performance needs, team planning, parent conferences, cross curriculum training, staff conferencing, and student conferencing. Elementary special education teachers shall be afforded, in addition to their five (5) weekly preparation periods, 30 minutes per week to perform professional duties, which shall include, but not limited to discussion of student performance and needs, team planning, parent conferences, cross curriculum training, staff conferencing, and student conferencing.

**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. The cap on reimbursement for sick days shall be increased from \$8,250 to \$17,600 for the 2009-2010 school year and \$13,200 for the 2010-2011 school year, then revert to a \$8,800 cap for the 2011-2012 school year. For the 2009-2010 year, the maximum per diem reimbursement will increase from \$40 to \$80. For the 2010-2011 school year, the per diem will be \$60, and shall return to the \$40 per diem rate for the 2011-2012 school year. The increased caps for 2009-2010 school year will only apply to employees who announce their intentions to retire no later than January 15, 2010 and who retire on or before June 30, 2010. The increased caps for 2010-2011 school year will only apply to employees who announce their intentions to retire no later than January 15, 2011 and retire on or before June 30, 2011. After that date, the cap will be set at the original \$8,800 amount and \$40 per diem. The reimbursement payouts will be paid out in two equal increments: one by August 31<sup>st</sup> following the year of retirement and the remainder by January 30<sup>th</sup> of the following calendar year (see table below for clarification):

School Year	Sick Bank Cap	Per Diem Amount	Retirement Date	Notification Date
2009-10	\$17,600	\$80	June 30, 2010	January 15, 2010
2010-2011	\$13,200	\$60	June 30, 2011	January 15, 2011
2011-2012	\$8,800	\$40	Per contract	Per contract

“Emergency leave/retirement” will be defined as necessary due to an unanticipated medical condition of the employee or his/her dependent.

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.
  
4. The parties agree to establish a sick leave bank. The Administration and Association leadership will meet to work out mutually acceptable language (consistent with statutory authority) for the establishment of a sick leave bank.

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.

**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.

**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.:	2006-2007	Step 10
	2007-2008	Sabbatical
	2006-2009	Step 11

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

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

Ex.:	2006-2007	Step 10
	2007-2008	½ year Sabbatical Step 11
	2008-2009	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 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**.

- (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 2006-2007 school year, application shall be made by January 1, 2007.

In the event more than one (1) request is 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.

**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.

**DURATION OF AGREEMENT**

This Agreement shall become effective retroactive to the 1st day of July 2009 and shall continue in effect until the 30th day of June, 2012.

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

By: *Luc A Baat*  
President

By: *Kana Jenkins*  
Secretary

*9/22/09*  
Date

GREAT MEADOWS REGIONAL  
BOARD OF EDUCATION

By: *[Signature]*  
President

By: *Juan R. Musman*  
Secretary

*9/24/09*  
Date



# **EXHIBIT B**

# Memorandum of Agreement

## I. Cross Reference Items Sign off with Summary

### A. Highlighted 3 Discrepancies between the Sign Offs on the Contract and Summary

Article III-

Page 7

Paragraph C- Still Open as of 4/23/12- Page 7 - Work 183 days 184

Paragraph D- Still Open as of 4/23/12- Page 7- Six ½ days 4 ½ days

Article VIII-

Page 23

Paragraph A- Still Open as of 4/23/12- Page 23- Unused Sick Days

Duration of Agreement - Page 35

Paragraph B- Still Open as of 4/23/12- Page 35- Updating years

ASM 5-14-12

### B. Salary & Longevity- Still Open as of 4/23/12

\*Article VIII - maternity

Paragraph C

Item 3 - 1st paragraph

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Fund Balance = 1.14% currently; slb @ 2%

- issue w/ boilers in central
- septic @ Liberty
- Roof @ M.S.

\*Teacher Evaluation Training - need

Article I – Recognition Clause

Added: Speech therapists.

Changed: Throughout the agreement change CSA to Superintendent.

Article II- Grievance Procedure

Moved: Grievance form to Appendix A.

Changed: Form to Position instead of Job title or grade.

Article III- Work Day / Year

Paragraph A page 7

Clarified: The teacher work day will be 7 hours and 10 minutes for full time teachers.

Paragraph C ~~Still Open as of 1/23/12 - Page 7~~ leave as is;

Paragraph D – ~~Still Open as of 1/23/12 - Page 7~~ The following four days will be full session for staff: 1) Holy Thursday 2) The day before winter break 3) 1st two 1/2 days of end of year school (in Jun) 4) \*The mandatory training for teacher evaluation

Paragraph E

Added: "Covered" in following sentence. Evening Concerts/or other events shall be covered on a rotating basis (maximum of one (1) per year.)

will not exceed a total of 24 hours per year for the first two years of this contract. The language will revert back to the 2009-2012 contract for 2014-2015.

Added: Maximum of two other before or after school meetings per month (not to exceed 120 minutes cumulative per month with no one meeting exceeding 90 minutes)

Paragraph F

Deleted "the" and "they teach" in the following sentence. On full session days teachers shall receive a duty free lunch period equivalent in minutes to that provided for the students.

Paragraph H

Changed: Reimbursement Class Trip: 2012-13 - \$175.00, 2013-14 - \$185.00, 2014-15 - \$185.00.

Paragraph I

Added: "uninterrupted" to sentence. Preparation periods - All certified staff shall be provided with five (5) uninterrupted preparation periods per week.

To read as follows.

Total Salary increases, including movements, <sup>f longevity</sup> shall not exceed!

2012-13 - 2%  
2013-14 - 2%  
2014-15 - 2%

Article IV- Salary →

Moved: Salary guides will become Appendix B.

Changed 30 + to "31+ add \$5,750. Teachers hired on or after July 1, 2009 - 31+ \$2,875."

Paragraph C

Changed: 5 months to 6 and 90 to 120 days in the following sentence. A minimum of five (5) months or 90 days service in the district during the 10 month school years must be invested for advancement on the salary guide to "A minimum of (6) months or 120 days service in the district during the 10 month school year must be invested for advancement on the salary guide."

Paragraph G

Deleted: Notification to the Superintendent of eligibility or anticipated eligibility for any change on the salary guide must be made no later than 30 days prior to the 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 Superintendent.

Changed to Notification of guide change must be made to the Board Office no later than January 1<sup>st</sup> for the following year, otherwise advancement is delayed.

Paragraph H

Deleted: Teachers will be offered the option of 24 payment installments to be paid September through August on the 15<sup>th</sup> and 30<sup>th</sup> of each month. The Board Office will be notified in writing no later than May 1<sup>st</sup> of a teacher's intent to exercise the option to be paid in 24 payment installments for the subsequent school year. New hires will be offered the opportunity to be paid in 24 payment installments at the time of their initial employment.

Paragraph I

Replaced: Prudential Insurance replaces Washington National.

### Article V- Tuition Reimbursement

Changed – Dollar amounts in the following sentence. The Board shall provide a maximum of 2012-13- \$30,000, 2013-14 - \$30,000, 2014-15 - \$30,000 annually for each year to underwrite the cost of graduate program college tuition only for the certified professional staff.

### Article VI- Insurance

Added: The fixed dollar amount is based on 25% of all the annual premiums (Health, Prescription and Dental) or \$5,000 whichever is less.

All terms within this Article were rewritten to be in agreement with New Jersey Statute and agreed upon by GMREA. Side bar agreement, therefore, is moot.

Deleted: All existing language and replace with the following:

#### Paragraph A

Changed:

1. The Board shall provide health care insurance protection based on the State Health Benefits Multiple Coverage Restrictions: The law prohibits an employee, dependent, or retiree who is a member of the SHBP from being a member of SHBP or receiving benefits from more than one employer. Employees shall contribute 1.5 % of their base salary or year 1 of the SHBP phase-in as a minimum contribution to the cost of health coverage and this will continue to be the minimum required contribution under the new contribution requirement.
  
5. 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 25% of all the qualified premiums (Health, Prescription and Dental) or \$5,000 whichever is less.
  
6. Reenrollment may only occur on January 1 by providing written notification of the requested change to the school business administrator by November 1.

**Paragraph B:**

**Changed**

5. 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 25% of all the qualified premiums (Health, Prescription and Dental) or \$5,000 whichever is less.
6. Reenrollment may only occur on January 1 by providing written notification of the requested changed to the school business administrator by November 1.

**Paragraph C:**

**Changed**

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 25% of all the qualified premiums (Medical, Prescription and Dental) or \$5,000, whichever is less.
5. Reenrollment may only occur on January 1 by providing written notification to the school business administrator by November 1.
6. Employees who waive medical and prescription coverage, but opt for dental coverage shall contribute 1.5 % of their base salary or year 1 of the SHBP phase-in as a minimum contribution to the cost of dental coverage and this will continue to be the minimum required contribution under the new contribution requirement.

**Paragraph D**

**Added: D. FLEXIBLE SPENDING ACCOUNT**

1. The Board shall offer the employee the opportunity to participate in a Flexible Spending Account. This is a voluntary benefits program that will be available through a payroll deduction. All costs associated with the plan will be borne by the employee.
2. Provisions and descriptions of the flexible spending program shall be provided to each teacher.
3. The flexible spending account carrier may be selected by the Board.

In the event the Board would effect any change in the flexible spending account 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.

Article VII- Extra-Curricular/Co-Curricular

Paragraph A page 20

FROZEN – Dollar amount 2012-13 - \$38/hr., 2013-14 - \$38/hr., 2014-15 - \$38/hr.

Paragraph B page 20

FROZEN-Dollar amount 2012-13 - \$38/hr., 2013-14 - \$38/hr., 2014-15 - \$38/hr.

Paragraph C page 20

FROZEN - Dollar amount 2012-13 - \$38/hr., 2013-14 - \$38/hr., 2014-15 - \$38/hr.

Paragraph D

Changed - Number of hours SLC – 25 hours to 30 hours

Added: Every June, the Association negotiating team and district administration will review the stipends and associated hours for any new extracurricular activity positions.

Deleted: Once a year (minimum), the Association and district administration will review the job responsibilities and make any necessary changes in description and/or hours. Staff coaching after school sports clubs and/or activities that are on a 'pay to play' basis will be notified of their stipend amount after the administration and the GMREA have discussed and agreed upon said stipend amount.

Paragraph F

Added: CLUBS The Board agrees to pay teachers in charge of club activities (i.e. Cartooning, Friendship Bracelets, etc.) \$25 per hour for the duration of the contract. The form for clubs can be found in Appendix D.

2012-2013 - \$25 per hour

2013-2014 - \$25 per hour

2014-2015 - \$25 per hour

Article VIII- Leaves

Paragraph A

Item 2 – Still Open 4/23/12 *deleted #2 on page 23; added #2 on page 24 with the next to last sentence deleted.*  
Item 4 *and chart adjusted to \$800 + \$46 per diem in years 2014 201*

Added: The Business Administrator and Association President will meet to update the membership in the sick leave bank each September. See Appendix C for the form.

Paragraph C

\* Item 3 - 1<sup>st</sup> paragraph is Still Open 4/23/12 - *wording remains the same.*

Article IX – Release Time for Student Activities

Paragraph C

Added: The physical education specialist shall receive one (1) day preparation time prior to a school sponsored Field Day Program.

Article XI- Sabbatical Leaves

Paragraph A

Item 3

Deleted ½ year and inserted a full year.

Item 4

Updated years.

Item 5

Deleted current language.

Added: It shall be the responsibility of the teacher to submit documentation of satisfactory completion of at least fifteen (15) credit hours of graduate study or documentation of participation in a Research or other Immersion Program or Coursework contributing to their educational development and lasting at least 6 months for the full year sabbatical. All courses or programs shall be pre-approved by the Superintendent and subject to the contract provisions of Article V – Tuition Reimbursement.



Paragraph 10.3

Updated text

Updated paragraph one under Duration of Agreement to read as follows: "This agreement shall become effective July 1, 2012 and shall continue in effect until the 30th day of June, 2015."

GMREA Negotiation Team

GMRBOE Negotiation Team

Signature Joe A. Brady

Signature [Handwritten Signature]

Signature Luis Davis

Signature [Handwritten Signature] James Acciolla

Date 5-14-12  
Joseph E. Carroll Jr.

Date 5-14-12

Dana Molneszki  
Liner K. McAline

**EXHIBIT C**



mumaw, julie <jmumaw@gmrds.com>

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**notice of ratification**

1 message

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**Jennifer Larsen** <jlarsen@njea.org>

Mon, Aug 20, 2012 at 4:27 PM

To: "jmumaw@gmrds.com" <jmumaw@gmrds.com>, "tfrederiks@gmrds.com" <tfrederiks@gmrds.com>

Dear Dr. Frederiks and the Great Meadows Board of Education,

On Thursday, August 16, 2012 the Great Meadows Education Association ratified with the salary guides created by NJEA. Based on our agreement, members will receive longevity on Step 20. Because these guides have a step 21, it will be necessary for the language in the contract regarding longevity be changed to reflect this. It should read "A teacher at Step 20" not a teacher at the terminal step.

Jenn Larsen  
UniServ Consultant Region 28  
23 Route 206  
Stanhope, NJ 07874  
908-892-8807 (cell)

# **EXHIBIT D**



STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION  
PO Box 429  
TRENTON, NEW JERSEY 08625-0429  
**UNFAIR PRACTICE CHARGE**

For Courier Delivery  
495 West State St.  
Trenton, NJ 08618

[www.state.nj.us/perc](http://www.state.nj.us/perc)

Phone: 609-292-6780

Fax: 609-777-6089

	<b>DO NOT WRITE IN THIS SPACE</b>
	DOCKET NO. <b>CE-2013-009</b>
DATE FILED: <b>DEC 12 2012</b>	

**1. CHARGING PARTY**

Full Name: <b>Great Meadows Regional School District Board of Education</b>		County: <b>Warren</b>
Address of Charging Party (Street and Number, City, State and Zip Code): <b>273 Route 46, Great Meadows, NJ 07838</b>		
Name and Title of Representative/Attorney/Consultant to Contact: <b>Nathanya G. Simon, Esq. Schwartz Simon Edelstein &amp; Celso LLC</b>		Telephone No.: <b>(973) 301-0001</b>
Representative/Attorney/Consultant Address (Street and Number, City, State and Zip Code): <b>100 South Jefferson Rd., Suite 200, Whippany, NJ 07981</b>		

**2. RESPONDENT(S) (public employer and/or employee organization against whom the charge is made)**

Respondent 1	Full Name: <b>Great Meadows Regional Education Association</b>	County: <b>Warren</b>
Address of Respondent (Street and Number, City, State and Zip Code): <b>273 Route 46, Great Meadows, NJ 07838</b>		
Name and Title of Representative/Attorney/Consultant to Contact: <b>Sanford Oxfield, Esq. Oxfield &amp; Cohen, P.C.</b>		Telephone No.: <b>(973) 642-0161</b>
Representative/Attorney/Consultant Address (Street and Number, City, State and Zip Code): <b>60 Park Place, 6th Floor, Newark, NJ 07102</b>		
Respondent 2 (if Any)	Full Name:	County:
Address of Respondent (Street and Number, City, State and Zip Code):		
Name and Title of Representative/Attorney/Consultant to Contact:		Telephone No.:
Representative/Attorney/Consultant Address (Street and Number, City, State and Zip Code):		

**INSTRUCTIONS FOR FILING AN UNFAIR PRACTICE CHARGE**

- (1) Type or clearly print all information and complete all sections of the charge.
- (2) Under "Statement of Charge," provide a **CLEAR AND CONCISE** statement of the facts constituting the alleged unfair practice. If you need more space for your statement, then attach it to the charge. You may not rely on other documents (such as letters or memoranda) submitted with the charge to constitute your statement.
- (3) The charge must:
  - a. list the subsections of the Act alleged to have been violated;
  - b. specify the date, and, to the extent known, the place the alleged acts occurred and the names of the persons alleged to have committed such acts.
- (4) State specifically the remedy you are asking the Commission to order.
- (5) Sign the Certification in box #6.
- (6) File an original and four copies with the Director of Unfair Practices, Public Employment Relations Commission, at the above address.
- (7) Include with your filing proof that you served a copy of the charge on the respondent(s). Proof can take the form of a statement explaining how, when, and on whom the charge has been served.

**A CHARGE WILL NOT BE PROCESSED IF THE ABOVE REQUIREMENTS ARE NOT MET.**

**3. STATEMENT OF CHARGE**

Pursuant to the New Jersey Employer-Employee Relations Act, as amended, the charging party hereby alleges that the above-named respondent(s) has (have) engaged or is (are) engaging in an unfair practice within the meaning of N.J.S.A. 34:13A-5.4(a), subsection(s) (3) and (4) and/or N.J.S.A. 34:13A-5.4(b), subsection(s) (3) and (4) in that: \_\_\_\_\_ (List subsections)

- 1) The Great Meadows Regional School District Board of Education (the "Board") is a public employer within the meaning of the New Jersey Employer-Employee Relations Act (the "Act").
- 2) The Great Meadows Regional Education Association (the "Association") is the recognized majority representative for certain employees employed by the Board including teachers.
- 3) The Board and the Association are parties to a collective negotiations agreement (the "Agreement") covering the period July 1, 2009 through June 30, 2012.

(See next page for additional space)

Statement of Charge Continued

- 4) Pursuant to Article IV of the Agreement, certain teachers are entitled to longevity pay when they reach the "terminal step" of the salary guide.
- 5) The parties were in negotiations for a successor agreement covering July 1, 2012 through June 30, 2015, which culminated in the signing of a Memorandum of Agreement (the "MOA"), dated May 14, 2012.
- 6) The MOA does not eliminate the "terminal step" language or otherwise change the step at which teachers are entitled to longevity.
- 7) The Association ratified the MOA and salary guides on or about August 16, 2012.
- 8) The Board ratified the MOA and salary guides at its August 20, 2012 meeting.
- 9) On or about August 20, 2012, the Association's NJEA Representative advised the Board that the Association wished to change the Agreement to reflect that teachers are entitled to longevity at Step 20 instead of at the "terminal step" provided for in the Agreement and left unchanged by the MOA.
- 10) The parties never negotiated such a change in language nor placed a change in the MOA.
- 11) As such, the Board did not accept the Association's proposed change to the MOA after the conclusion to negotiations and ratification by both sides.
- 12) The Association will not sign a new collective negotiations agreement, even though its membership ratified the MOA, and is instead negotiating in bad faith by insisting on a change to which the Board did not agree nor ratify.

4. REMEDY SOUGHT (State the remedy you request the Commission to order)

Wherefore, the Board seeks to have the Commission:

- 1) Require the Association to cease and desist from attempting to negotiate new contract terms, after the MOA was signed and ratified, as discussed above;
- 2) Require the Association to sign the Agreement reflecting the MOA as ratified; and
- 3) Order any other relief which the Commission deems just and equitable.

5. PLEASE ADVISE:

1) Has a grievance been filed which is based upon the same facts alleged in the charge or is otherwise related to the charge?

Yes

No

If yes, what is the status of the grievance?

2) Are there any filings at PERC, in court, at the Office of Administrative Law, or before any other administrative agency which are based upon the same facts alleged in the charge or are otherwise related to the charge?

Yes

No

If yes, please specify what they are. If possible, please include docket numbers.

The Association recently filed an unfair practice charge against the Board regarding these circumstances, docketed as CO-2013-093.

3) Are the parties in negotiations?

Yes

No

If yes, in what stage of the negotiations process are the parties (negotiations, mediation, fact-finding, super conciliation, interest arbitration)? Please include the date of the next scheduled negotiations session.

6. CERTIFICATION

I declare that I have read the above charge and that the information is true to the best of my knowledge and belief.

By

(Signature)

Board Counsel

(Title)

12/11/12  
(Date)