

AGREEMENT

BETWEEN

BOARD OF EDUCATION, BOROUGH OF GARWOOD

COUNTY OF UNION, NEW JERSEY

AND

GARWOOD EDUCATION ASSOCIATION

JULY 1, 2008 - JUNE 30, 2011

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PREAMBLE

This Agreement is entered into between the Garwood Board of Education (hereinafter referred to as the "Board") and the Garwood Education Association, Inc. (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Garwood Education Association as the exclusive and sole representative for collective negotiations concerning a grievance procedure and terms and conditions of employment for all full-time and part-time certified teachers, child study team members, speech therapists, guidance counselors, and nurses employed by the Board, but excluding:
1. Substitute teachers and substitute nurses;
 2. Custodial and maintenance employees;
 3. Lunchroom/classroom aides;
 4. Secretaries and clerks;
 5. Principals;

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6. Board Secretary/Business Administrator;
 7. Supervisor of Special Services; and
 8. Technology Coordinator.
- B. Terms and conditions of employment for part-time teachers and nurses; all provisions of the collective bargaining agreement shall apply to these unit members except that:
1. Salaries are to be pro-rated for time worked, but paid in accordance with the salary guide;
 2. Employees who work less than 20 hours per week are not covered by contractual insurance benefits; and
 3. Hours are to be set by the Board of Education within the contractual workday.
- C. The term “teacher” as used in this Agreement shall refer to certified teachers, child study team members, speech therapists, guidance counselors, and nurses only, unless otherwise specifically indicated.
- D. References to male teachers shall include female teachers, unless specifically noted otherwise. Any reference to gender shall be construed to apply equally to persons of either gender, unless specifically noted otherwise.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. An Association-Board committee designated by each group shall meet to negotiate a successor Agreement to this Agreement in accordance with the following procedure:
1. Both the Board and the Association committees shall be empowered to negotiate in good faith and reach conclusions on terms and conditions of employment. Final conclusions shall be submitted for ratification and approval to the entire Board and Association.
 2. All agreements shall be reduced to writing in contractual form and presented to the negotiating committees of the Board and the Association for preliminary approval. After agreements have been preliminarily approved by both negotiating teams, the agreements shall be submitted as a package to the Board and the Association for final approval.
- B. Meetings regarding a successor Agreement shall commence according to the timetable established by the Public Employment Relations Commission.
- C. The Board and the Association agree to meet as frequently as may be necessary at mutually agreeable times and places to be determined by respective chairpersons in an effort to reach agreement on terms and conditions of employment.
- D. The Board and the Association agree to present full sets of initial bargaining proposals on all language issues to each other at the first session of each round of negotiations. Salary proposals may be submitted at a later date.

ARTICLE III

GRIEVANCE PROCEDURE

- A. The term “grievance” means a Complaint of any employee, or group of employees, or Association, that there has been inequitable, improper, or unjust applications, interpretation or violation of a policy, agreement, or administrative decision affecting said employee or group of employees.
- B. An aggrieved employee, or group of employees, or the Association, shall institute action under D.I. within twenty (20) school days of the occurrence complained of. Failure to act within said twenty (20) school days shall be deemed to constitute an abandonment of the grievance.

- C. In the presentation of a grievance the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
- D. Steps of the grievance procedure ~ the following constitutes the sole and exclusive methods through administrative procedures for resolving grievance between the parties covered by this Agreement.
1. A grievance shall be discussed first with the principal or appropriate superior in its informal stage. If, as a result of the discussion, no action is taken within five (5) school days or if the appropriate superior indicates that no action will be taken to satisfy the aggrieved's complaint, then the aggrieved will set forth the grievance, in writing, and request that within five (5) school days a written response be forthcoming giving the reasons for not satisfying his complaint.

The written grievance shall include the following information:

- a. the name of the grievant or grievants;
 - b. the specific contract clause or Board policy alleged to have been violated;
 - c. the facts giving rise to the grievance, including the date of the incident giving rise to the grievance; and
 - d. the remedy sought.
2. Within five (5) school days of receiving the written response required in D. 1., the aggrieved may appeal the decision to the Superintendent. The Superintendent shall meet with the aggrieved and respond within five (5) school days, in writing, to the aggrieved's complaint.
 3.
 - a. If the aggrieved is not satisfied with the Superintendent's response he/she shall file, within five (5) school days of receiving the response, a written appeal to the Board of Education.
 - b. The Board will issue a written response to the grievance within thirty (30) calendar days of receiving the appeal. The Board at its option may hold a hearing with the grievant during this period of time.
 - c. If the response from the Board is not satisfactory, or if the Board shall affirm the decision of the Superintendent of Schools by refusing to hold a grievance hearing, the aggrieved may, if supported by the Association, or on his own, within fifteen (15) calendar days notify the Board that he is requesting arbitration of the grievance.
 - d. The following procedure will be used for the securing of an arbitrator and processing of the grievance.
 - (1) A request will be made to the Public Employment Relations Commission (P.E.R.C.) for a list of arbitrators. The parties shall be bound by the rules and procedures of P.E.R.C. in the selection of the arbitrator.
 - (2) The parties and the arbitrator shall follow the procedures and the rules of P.E.R.C. during the hearing; however, prior to rendering his final decision, the arbitrator shall be free to offer suggestions and opinion concerning ways to resolve the dispute.
 - (3) The decision of the arbitrator shall be final and binding upon the parties.

- (4) The arbitrator shall limit himself to the issues submitted to him and consider nothing else. He can add nothing to, nor subtract anything from the Contract between the Board and the Association.
 - (5) The costs for services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses shall be paid by the party incurring the same.
- E. During all steps of the grievance procedure the teacher and his colleagues shall continue to work under the direction of the Superintendent and administrator until such grievance is ultimately determined.
 - F. Form for filing grievance shall be in accordance with Schedule B of the Agreement.

ARTICLE IV

TEACHER RIGHTS

- A. No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given adverse evaluation of his professional services arbitrarily, capriciously, or without having factual information which would support such action. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth, except that the non-renewal of a non-tenured teacher's contract shall not be subject to the grievance procedure.
- B. Whenever any teacher is required to appear before the Board or any committee or member thereof, or the Superintendent of Schools or any other administrative officer in any matter that will adversely affect his/her continuation in his/her office, position or employment or his/her salary or any increment pertaining thereto, he/she shall have the right to have an Association representative of his/her choice present to advise and/or represent him/her during such meeting or interview.

The teacher shall be given advanced written notice of the reason(s) for the meeting or interview, with a reasonable amount of time allowed for him/her to arrange for representation.
- C. No adverse recommendation will be made by any administrator to the Board that could affect a teacher's employment, salary or increment without a prior interview with the employee concerning such recommendation. The employee shall have the right to have a representative of the Association or its affiliates present to advise and/or represent him/her at such interview.
- D.
 1. The only official personnel files for the district shall be those kept in the office of the Superintendent of Schools.
 2. Any teacher shall have the right to review his/her personnel file upon two school day's written notice to the Superintendent. Such review shall occur in the presence of the Superintendent or his designee.
 3. The teacher shall be entitled to indicate materials which are obsolete or inapplicable and to request to have them deleted from the files.
 4. The teacher may have copies made of any materials in his/her file at a cost often cents (\$.10) per copy.
 5. No correspondence about any teacher shall be placed in files unless a dated copy has been given to the teacher and he/she has been given the opportunity to attach a written response. Any such response must be submitted within five (5) school days of the day the teacher received his/her copy.
 6. The Board shall make available in Lincoln School a telephone in a private place where

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teachers can make telephone calls for school and personal purposes. Personal calls shall be at the expense of the teacher except calls to the teacher's spouse. A written procedure shall be adopted between the Association and the Board to deal with the telephone.

ARTICLE V

BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations: (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge; (c) to relieve employees from duty because of lack of work or other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to take such action as may be necessary to meet with any conditions of emergency involving health, safety, and welfare of students and employees or the preservation and protection of public property.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests all available public information concerning the financial resources of the district, including, but not limited to, annual financial reports and audits, register of certificated personnel, agenda and minutes of all public board meetings, names and addresses of all unit employees, and such other information that shall assist the Association in negotiations and contract enforcement.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss of pay.
- C. The Association and its representatives shall be permitted to transact official Association business on school property and hold meetings at all reasonable times, provided that this shall not interfere with or interrupt normal school operations; and provided further that advanced approval is received from the Superintendent. Such approval shall not be unreasonably denied.
- D.
 1. The Association shall have the privilege to use any school equipment normally used by teachers at all reasonable times when such equipment is not otherwise in use, provided that this shall not interfere with or interrupt normal school operations, and provided further that the principal will be notified in advance. The Association shall pay for the cost of all materials and supplies incident to such use and assume liability for any damage to any equipment occurring during such use.
 2. Materials of a political nature and materials intended for dissemination to persons not in the bargaining unit are excluded from this paragraph.
- E. The Association shall be assigned adequate space on existing bulletin boards in each faculty room for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.
- F. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement are intended to be granted only to the Association as the exclusive representative of the employees, and are not intended to create the rights and privileges in any other employee organization.
- H. The President of the Association shall be granted two days per school year to conduct Association business.

ARTICLE VII

LENGTH OF SCHOOL YEAR

- A. 1. The in-school year for teachers shall include 180 school days in which pupil attendance is required, two days prior to the commencement of the pupil's school year, one day following the termination of the pupil's school year, and two in-service days, for a total of 185 working days. An in-service day will be conducted on the first day of the New Jersey Education Association Convention (Thursday) at which the district will provide 5.5 hours of Professional Development. Teachers will be excused from attending this in-service day if the teacher elects to attend the New Jersey Education Association Convention and provides proof of attendance to the Superintendent or the teacher informs the Superintendent, in writing by October 1, that he/she waives the Board's obligation to provide the 5.5 hours of Professional Development presented on the second in-service day. Up to three (3) additional days for in-service training, curriculum work or other professional activities may also be scheduled at the discretion of the Superintendent. Such additional in-service days will not be scheduled during mid-year vacation recesses or on weekends or holidays designated as such in the school calendar. All staff may be required to attend these days. Staff who are required to attend during these three days will be remunerated at the rate of 1/185th of their salary for each day. All staff will not necessarily be required to attend on such days. Three (3) additional days may be scheduled in the school calendar for inclement weather. In the event that school is not closed for inclement weather or other conditions, those days shall be deleted from the school calendar at the end of the year.
2. The two days prior to the commencement of the pupil's school year and day following the termination of the pupil's school year will be used for teacher preparations for student arrival, classroom set up, and teacher preparations for student dismissal.
- B. Prior to the Board's adoption of the school calendar, the Superintendent shall submit the proposed calendar to the Association and shall meet, upon request, with representatives of the Association to discuss the proposed calendar; however, the ultimate determination of the calendar shall be the Board's.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOAD

- A. 1. A regular workday of seven hours shall be worked by all personnel covered by the terms of this agreement. The beginning and ending time of the regular workday shall be set by the Administration following consultation with the Association. Any change in the beginning and ending time of the regular workday shall be carried out only after consultation with the Association during which the Administration shall explain the reasons or reason which make(s) the change necessary. A minimum of six weeks notification time will be required for any such change.
2. For the purposes of performing a.m. supervisory duties the Board retains the right to assign different starting and ending times for up to nine members at Lincoln-Franklin School and up to four members at Washington School per marking period; not to deviate by more than 25 minutes from the regular starting and ending times, and in no case shall their regular work day exceed seven hours. If aides are available at Washington School teachers shall not be so assigned. Some of the nine members of the bargaining unit may be assigned to teach ESL/ ELS or BSI for 30 minutes. Procedures for the assignment of staff to these alternate starting and ending times shall be developed mutually by the administration and the Association. In the event a teacher is assigned a starting and/or ending time which requires the teacher to work more than 7 hours on a given day, the teacher will be given release time to the extent of the time worked in excess of 7 hours on a given day. If a teacher has been assigned a duty which the teacher believes has required the teacher to work more than 7 hours on a given day, the teacher shall notify the Superintendent within five working days of such fact. The release time will be assigned

by the administration after the teacher and the teacher's principal have discussed the time when the release time will be given. The release time will be assigned within 20 school days of the day on which the teacher worked more than 7 hours. If such release time is not given to the teacher within said 20 school days, the teacher shall be entitled to be compensated at the rate of \$35.00 per hour. Such compensation shall be paid to the teacher not later than the second scheduled pay period after the time for payment accrues. Part-time teachers assigned a starting and/or ending time which requires them to work more than their assigned hours shall be remunerated on a pro-rated basis. Teachers whose starting and ending times are to be changed shall receive 30 days notification prior to the change.

Prior to the distribution of the supervisory duty schedule (lunch, AM duty) to the staff, the Principal shall meet with the Garwood Education Association President or his/her designee to discuss Association concerns regarding the duty schedule.

- B. Teachers shall be entitled to a minimum of five (5) nonteaching periods per week and, to the extent possible, they shall be scheduled to a minimum of one (1) per day. Teachers shall have no more than one (1) day per week scheduled without a prep period. Teachers shall not be scheduled more than two (2) nonteaching periods per day. Teachers working less than five (5) full days per week shall have the number of their nonteaching periods prorated accordingly. The five guaranteed nonteaching periods shall be used for professional activities, which shall include conferences with parents, administrators and other personnel. Teachers shall be given at least twenty-four hours notice of any time when they shall be required to use their non-teaching period for conferences with parents, administrators and other personnel, except in emergencies. Any teacher who loses a nonteaching period without 24 hours notice shall be compensated at the rate of \$50.00 for each occurrence.
- C. If any teacher loses his/her minimum number of nonteaching periods per week, the teacher shall be paid \$52.98 in school year 2008-2009, \$54.98 per hour in school year 2009-2010 and \$56.98 in school year 2010-2011 for each occurrence.
- D. Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending no more than two (2) faculty or other professional meetings each Thursday of the month. Such meetings shall commence not later than ten minutes after the latest student dismissal time, as long as at least 90% of those staff members at work, and required to attend the meeting, are in attendance and the meetings shall run for not more than 60 minutes subject to the following exceptions:

The administration shall have the right to delay the commencement of a meeting only if ninety (90%) percent* of the teachers who are at work the day of the meeting and are required to be at that meeting are not present. If additional time is needed students shall be dismissed early. Teachers may be excused from faculty or other professional meetings subject to administrative approval.

In the event a teacher is assigned by administration to remain after the end of the regular work day, he/she shall receive compensatory time equivalent to the length of the assignment or \$40/hour at the employee's option.

Prior to the students first day of attendance in September, teachers will be provided with the dates of each of the two faculty meetings where attendance is required and the make-up dates (maximum of three (3) dates in total/month) teachers should reserve each month in the event a faculty meeting needs to be re-scheduled.

- E. Each teacher shall have a duty-free lunch period of at least thirty (30) minutes duration. Teachers who work less than three-and-one-half (3 1/2) hours per day shall not be eligible for a duty-free lunch period.
- F. Teachers shall be required to attend one "Back to School Night" sometime in the fall, the date to be determined by the Superintendent and the Association to acquaint parents with their child's

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program for the new school year. This meeting shall not extend for more than three hours or beyond 10:00 P.M. Teachers may also be assigned without additional compensation to one evening parent conference. The evening for parent conferences shall not extend beyond three hours or beyond 9:00 p.m. Teachers will not be required to attend a faculty or other professional meeting on the day the evening parent conference is scheduled. Teachers may be required to work additional evenings to chaperone special events and will be paid \$69.98 per event in school year 2008-2009, \$71.98 per event in school year 2009-2010, and \$73.98 per event in school year 2010-2011.

Early dismissal days will be scheduled for both students and teachers on the day scheduled for Back To School Night and on the day scheduled for evening parent conferences.

- G. It is recognized that curriculum writing will be done by a teacher specifically employed or stipended for such purpose, but teachers will be asked to discuss and give input to the curriculum writer orally or by notation at meetings at which curriculum is discussed.
- H. Child study team members and guidance counselors may be assigned to any and all duties to which other teachers are assigned. Notwithstanding any other provisions of this Article VIII to the contrary, child study team members and guidance counselors shall not be entitled to scheduled non-teaching periods.
- I. On days when students are dismissed early for holidays teachers shall be able to leave immediately after the students.
- J. Homeroom teachers at Lincoln-Franklin Schools shall not be assigned a.m. or p.m. duties. Homeroom teachers at Washington School shall not be assigned a.m. or p.m. duties if aides are available.
- K. Teachers who are assigned to more than one building will be provided with twenty (20) minutes of travel time.
- L. Teachers will be required to attend the eighth grade graduation ceremony. Teachers wishing to be excused from attending shall be subject to the prior approval of the Superintendent. Requests for excused absences shall not be unreasonably denied.

* If the method of determining the 90% attendance by the teachers at a faculty or other professional meeting shall result in a conflict, the parties to this contract may meet to resolve the dispute.

ARTICLE IX

TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their class and/or subject assignment and room assignment not later than thirty (30) days prior to said assignment.
- B. A thirty (30) calendar day prior notice shall be given to any teacher to be involved in a reassignment or involuntary transfer that occurs after the opening of the school year.
- C. In exceptional cases where the Administration must make a change in assignment with less than thirty (30) calendar days prior to notice to the teacher, the Superintendent or his designee will meet with the affected employee to explain why the reassignment must be effective in less than thirty (30) calendar days.
- D. If possible, teachers will not be required to prepare for more than 5 subjects for each school day.

ARTICLE X

TEACHER EVALUATION

- A. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before a conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teachers shall be required to sign a blank or incomplete evaluation form.
- B. No material related to a teacher's conduct, service, character, or personality shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he had the opportunity to review such material by affixing his signature to copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material within ten (10) school days and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- C. Nothing contained herein shall be construed to detract from the Board's right to re-employ or not re-employ a nontenured teacher in accordance with the law.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

- A. Teachers are entitled to the following non-accumulative leaves of absence with full pay each school year.
 - 1. a. At the discretion of the Superintendent, a teacher may receive not more than three (3) days off with pay during any school year for personal reasons, including religious holidays, and to take care of personal business which cannot be taken care of during the school day. Personal days may only be taken as full days. A teacher need not submit the reason for the requested personal days to the Superintendent. Under no circumstances will a teacher be permitted personal leave in order to hold another position with pay. These personal days will not be approved for days immediately preceding or following a school observed holiday or vacation; except, where the Superintendent, in his sole discretion shall determine that the teacher demonstrates an extenuating situation. At no time will more than 20% of the teachers be permitted to be on personal leave at any one time. Absence for personal reasons will be allowed provided the absence is approved at least five (5) days in advance, except in cases of an emergency, by the Superintendent or, in the Superintendent's absence, the Principal. Teachers working less than five full days per week shall have the number of their paid leave days prorated accordingly. In the event an employee does not utilize the three (3) days allotted for personal leave, any unused leave days shall be added to the employee's accumulated sick leave days.
 - b. Subject to the approval of the Superintendent, two (2) days in addition to the above three (3) personal days will be granted if a teacher is to be married. This leave will not be approved if it is combined with the personal days granted under paragraph (a) above.
- 2. Each employee shall be entitled to bereavement leave of five (5) business days from the date of the funeral or the date of death of a person in the employee's immediate family. A business day shall be defined as a standard day for conducting business which excludes weekends and public holidays. Immediate family is defined as parent, spouse, child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandchild, stepparent, stepchild, stepbrother, stepsister, domestic partner. Immediate family members shall also include the aforementioned relatives of the member's domestic partner or civil union partner. One day bereavement leave shall also be granted for the death of the parent of the member's custodial minor child. Teachers shall be granted up to three (3) days of bereavement leave in the event of the death of a brother-in-law or sister-in-law. Teachers shall be granted one-day bereavement leave for

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the death of an aunt or uncle. In addition, teachers shall be granted one- day bereavement leave for the death of a niece, nephew, or cousin and the aunt, uncle, niece, nephew, cousin, and grandparent of the employee's spouse for a maximum of three days per year.

- B. Leaves taken pursuant to Section A shall be in addition to any sick leave to which the teacher is entitled. Personal days shall not be used for matters for which sick leave may be used.
- C. Teachers called to jury duty during the regular school year shall receive their full pay during such service minus the stipend paid to them as jurors. If an employee is called to jury duty during the regular school year he or she shall make a reasonable effort to be excused or postponed until after the school year.

ARTICLE XII

SICK LEAVE

- A. All teachers employed prior to September 30 of each year of this Agreement shall be entitled to ten (10) sick leave days each year as of their first day of employment whether or not they report for duty on that day. Teachers working less than five (5) full days per week shall have the number of their sick leave days prorated accordingly. Teachers employed later than September 30 of the school year shall be entitled to one day for each full month remaining in the school year as of the date of their hire. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. In cases of extended illness where all accumulated sick leave has been used, employees may apply for extended sick leave in accordance with N.J.S.A. 18A:30-6.
- C. Any teacher with at least twelve (12) years of continuous service in the Garwood school district, who retires to receive a pension from TPAF shall be compensated for all accumulated sick leave at the rate of \$50 per day to a maximum payment of \$9,000. The above compensation shall be paid to the surviving spouse, children or estate of any teacher who dies while in the employ of this district after completing twelve (12) years of continuous service. Board approved leave shall not constitute a break in service, but the time spent on the Board approved leave shall not count toward the accumulation of the 12 years of continuous service.
- D. The Board will give a United States Savings Bond worth \$500 upon maturity to each teacher with perfect attendance during each school year. The only absences that will not be considered a breach of perfect attendance are absences to attend a professional conference or meeting or absences under Article XI, A.2. (bereavement leave) of this Agreement or absences due to jury duty providing the teacher has requested a postponement of the service. Proof of the request for postponement shall be given to the Superintendent.
- E. In addition to the sick leave referred to in paragraph A above, each teacher shall be entitled to five days of sick leave each year to attend to the serious illness of any family member. The teacher shall notify the administration whenever family sick leave is being taken. The sick leave for family leave shall be charged against the teacher's accumulated sick leave. This family sick leave shall not be accumulated. For purposes of this paragraph E, family member shall be the teacher's spouse, child, stepchild, sibling, stepparent, foster child, parent, parent-in-law, or domestic partner. In the event that a grandparent or grandchild is a member of the household, family illness days are applicable.

ARTICLE XIII

MATERNITY LEAVE

The Board shall grant maternity leave to any teacher upon request subject to the following stipulations and limitations.

- A. The Board may remove any pregnant teacher from her teaching duties on any of the following bases:

1. Her performance substantially declines from the period preceding her pregnancy.
2. Her physical condition renders her incapable of performing her assigned duties, which shall be deemed to exist if the pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching.
3. Any other just cause is found to exist in N.J.S.A. 18A.

B. Maternity/Disability -

1. The Board shall grant a leave of absence for medical reasons associated with pregnancy on the same terms and conditions governing leaves of absence for other illness or medical disability, as set forth in N.J.S.A. 18A: 30.1 et seq.,

If any employee commences her leave at the beginning of her period of disability, she may, if she desires, use her accumulated sick leave for the period of disability related to her pregnancy and childbirth.

2. Any tenured or nontenured teacher seeking such leave shall apply to the Board thirty (30) days prior to the beginning of the leave. At the time of application, the teacher shall specify, in writing, the date on which she wishes to commence her leave and the date on which she wishes to return to work after the birth. The Board may require any teacher to produce a certificate from the physician to support the requested leave dates. If the Board desires a second medical opinion the teacher, at her option, may obtain said opinion from the Board's physician at the Board's expense.

Following the grant of such leave to any teacher, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time. The Board may require any teacher to produce a physician's certificate in support of the requested change. If the Board desires a second medical opinion the teacher, at her option, may obtain said opinion from the Board's physician at Board expense or from a mutually agreed to second physician at the Board's expense.

C. Child rearing Leave -

Child rearing leaves without pay shall be granted for the duration of the school year in which they commence and shall be renewed on a yearly basis, upon request, for a total of two (2) additional school years. Such leaves shall commence immediately following the period of pregnancy disability and any statutory family leave act provisions, if requested by the teacher. Teachers on child rearing leaves shall inform the district by April 1 if they intend to return to work in September, to request another year of leave, or to resign, so that the district can make proper plans regarding staffing. The leaves may continue to the end of a semester or to the end of the school year or to any other scheduled break in the school year if requested by the teacher, provided, however, that any return other than at the beginning of a school year shall be in the sole and unreviewable discretion of the Board.

- D. Upon return from maternity leave, the teacher shall be reinstated in a position for which she is certified.
- E. The Board is under no compulsion to continue the employment of a nontenured employee beyond the contracted period so long as non-renewal of employment is not based solely upon a condition of pregnancy or childbirth.
- F. Steps for adoption – any teacher adopting a child (up to his/her fifth (5th) birthday) shall be granted a child rearing leave as set forth in C, D. and E. above, except that the leave shall commence upon de-facto custody of the child or earlier, if necessary, to fulfill the requirements of adoption, which requirements are to be ascertained by a legitimately recognized adoption agency or attorney involved in that adoption.

- G. An employee who suffers a miscarriage, still birth or infant death or any other compelling reason, may request an early return to duty by notifying the Superintendent of Schools, in writing, of his/her intent to return to duty. The Superintendent shall notify the employee when he/she may return to duty, in writing, within thirty (30) calendar days.
- H. Advancement on the salary guide shall be based upon the date of commencement of the maternity or adoption leave. The teacher shall be granted on a full salary step if he/she works one hundred (100) days or more. Working less than one hundred (100) days shall result in no advancement on the salary guide.
- I. Leaves under this Article shall not be counted for tenure purposes except for leaves with pay for disability reasons under paragraph B.

ARTICLE XIV

INSURANCE PROTECTION

- A. The Board agrees to provide insurance for the Association under the New Jersey School Employees' Health Benefits Program (SEHBP) or equivalent for the following employee groups only:
 - Fully paid coverage will be provided for all full-time permanent teaching and nursing employees of the Board, their dependents, and domestic partners. The coverage provided will be the maximum that the employee is eligible for and avails himself.
- B. The Board may send an inquiry to each employee to determine whether that employee, either in his own name or under that of his spouse, is covered by a health benefits plan providing the same or better coverage than that provided by the Board.
 - 1. If the employee is at least equally covered elsewhere, then the employee shall elect to not be covered under the policy provided by the Board. The employee shall accept the coverage provided by the other employer of his spouse's employer.
 - 2. If, for any reason, the protection under the other policy shall no longer be available to the employee, then the employee shall give immediate notice in writing to the Board. In that event, the Board shall immediately arrange to have the employee covered according to Paragraph A of this Article.
- C. The Board agrees to provide dental insurance at a cost to the Board not to exceed the following amounts per month per employee for dental insurance: \$35.00 for the 2008- 2009 school year; \$40.00 for the 2009-2010 school year; \$40.00 for the 2010-2011 school year. The dental insurance plan provided shall be the Cigna Dental Plan (employee only) or any plan which is equivalent. If at any time in the future the insurance premiums exceed the contractual caps on Board contributions, the excess shall be deducted from the salaries of enrolled employees. If this is not acceptable to the carrier, the parties shall meet to resolve the problem through negotiations, but in no case shall the board exceed the contractual caps.
- D. Effective July 1, 2006 the Board shall pay \$4,000.00 annually to any employee who waives health benefit coverage for a period of twelve (12) months. Payment shall be made in two (2) equal installments, following a six month waiting period.
- E. The health insurance plan shall require employees to follow applicable procedures for Mandatory Second Surgical Opinion and Pre-administration Certification/Continued Stay Review.

ARTICLE XV

SALARIES AND OTHER COMPENSATION

- A. Salaries for Employees shall be increased by 4.5% for the school year 2008-2009 over the 2007-2008 base and distributed in accordance with salary guides attached hereto. Salaries for the 2009-

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2010 school year shall be increased by 4.3% over the preceding year's cost base and distributed in accordance with salary guides attached hereto. Salaries for the 2010-2011 school year shall be increased by 4.3% over the preceding year's cost base and distributed in accordance with salary guides attached hereto.

B. Co-Curricular Compensation

	2008-2009	2009-2010	2010-2011
1. Coaches (each sport and cheerleading)	\$ 1,942.87	\$ 2,026.41	\$2,113.54
2. Music Director	2,335.95	2,436.39	2,541.15
3. Outdoor Education			
Teacher	128.53	\$ 134.05	\$ 139.81
	p/day	p/day	p/day
Coordinator	184.96	\$ 192.91	\$ 201.20
	p/day	p/day	p/day
4. Play Director(including second night performance)	2,494.59	\$ 2,601.85	\$ 2,713.72
5. Student Council Advisor	526.92	549.57	573.20
6. Yearbook Advisor	526.92	549.57	573.20
7. Head Teacher	1,159.09	1,208.93	1,260.91
8. Play production not to exceed 5 positions	2,908.98 (total of 5 positions)	3,034.06 (total of 5 positions)	3,164.52 (total of 5 positions)
The second night chaperone fee	73.40	76.55	79.84
9. After-school clubs	Clubs shall be scheduled to consist of 10 one-hour periods. Teachers assigned to such after-school club activities shall be compensated at \$375.31 for school year 2008-2009, \$391.44 for school year 2009-2010 and \$408.27 for school year 2010-2011 per after-school club activity.		
10. Overnight class trip-coordinator	177.59 p/day	185.22 p/day	193.18 p/day
11. Overnight class	120.76	125.95	131.36

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trip-teachers

p/day

p/day

p/day

- C. Reimbursement for all teachers for the use of their own vehicles and private vehicles for school business shall be paid at the IRS rate effective when the driving occurred.
- D. Initial placement on the salary guide shall be at such point as shall be agreed to between the Board and the employee. Thereafter employees shall advance one step on the salary guide for each school year of service in the district. The Board shall provide each new hire with a copy of the current collective bargaining agreement.
- E. For school year 2008-2009, the stipend for curriculum writing shall be \$41.65 per hour provided, however, that the curriculum is acceptable to the Superintendent. In school year 2009-2010 the stipend for curriculum writing shall be \$43.65 per hour and in school year 2010-2011 the stipend for curriculum writing shall be \$45.65 per hour with the Superintendent to determine the number of hours per curriculum per grade level to be compensated for upon consultation with the Association President or designee.
- F. Definition.
- Extra-curricular activities include those activities not specified as part of the teaching and duty assignments scheduled in the regular workday, work week, or work year as defined in this Agreement or as established by past practice. Said extra-curricular activities and the compensation for same are set forth in Article XV of the Agreement.
- Teachers providing community outreach beyond the normal work day shall be paid \$41.65 per hour for the 2008-2009 school year, \$43.65 per hour for the 2009-2010 school year and \$45.65 per hour for the 2010-2011 school year, for instruction, training and preparation subject to approval of hours by the Superintendent in consultation with the Association president or designee.
- G. Newly Created Positions.
- The salary and other terms and conditions of employment for any extra-curricular activities not currently set forth in Article XV shall be subject to negotiations between the Board and the Association.
- H. Procedures for filling extra-curricular positions shall be adequately publicized by the Superintendent in accordance with the following procedure:
- a. The qualification for the position, its duties, and the rate of compensation shall be clearly set forth.
 - b. Date of Posting.

When school is in session, a notice shall be posted in each school as far in advance as practicable, at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.
 - c. Selection Procedure.
 1. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered to the professional background and attainments of all applicants.
 2. In filling such vacancies, when the Superintendent or Board of Education has determined that all other factors are substantially equal, length of time in the Garwood School District shall be the deciding factor.

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3. If after having made every effort, the Board is unable to employ a qualified person in accordance with the procedures set forth in Sections C-1 or C-2 above, the Board may assign a qualified teaching staff member from within the district. In-district teachers shall not be involuntarily assigned to extra-curricular positions for more than one (1) consecutive year. Any such involuntary assignment shall be made on the basis of reverse seniority among the pool of qualified personnel.

I. If an employee has satisfied the requirements for movement from one column on the salary guide to the next and presents satisfactory evidence, including an official college transcript, he/she shall have his/her salary adjusted according to the following:

Transcript by:	Salary adjustment by:
August 30	September 30
January 30	February 28

J. Longevity

Each year, after 15 years of service in the Garwood school district, the Board will pay the teacher \$250.00. The payments are not cumulative (i.e. the maximum annual payment to any employee, regardless of service over 15 years, will be \$250.00). Payment will be made with the final paycheck in June and will not be included as pensionable income.

Each year, after 25 years of service in the Garwood school district, the Board will pay the teacher \$500.00. The payments are not cumulative (i.e. the maximum annual payment to any employee, regardless of service over 25 years, will be \$500.00). Payment will be made with the final paycheck in June and will not be included as pensionable income.

ARTICLE XVI

REPRESENTATION FEE

A. Representation Fee

If any employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) 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. This fee shall be the maximum allowed by law.

B. Procedure

1. Notification

Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- Ten (10) days after receipt of the aforesaid list by the Board; or
- Thirty (30) days after the employee begins his or her employment in a

bargaining unit position.

3. Termination

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

C. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. The Board gives the Association timely notice in writing of any claim, demand, suit of other form, of liability in regard to which it will seek to implement this paragraph.

2. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

D. The Association must provide evidence to the Board that it has a demand and return system.

ARTICLE XVII

TUITION REIMBURSEMENT

A. The Board agrees to make available up to a maximum of eight thousand dollars (\$8,000.00) for school year 2008-2009, nine thousand dollars (\$9,000.00) for school year 2009-2010 and ten thousand dollars (\$10,000.00) for school year 2010-2011 for graduate tuition reimbursement purposes. The maximum available amount shall be divided into three equal payment periods each year, (Summer, Fall and Spring). All unused monies shall be rolled over into the next payment period but unused monies, if any, cannot be rolled over into subsequent fiscal years. Disbursement of monies under this Article shall be in accordance with the following regulations:

1. Teachers shall make application for graduate level tuition reimbursement, in writing, with the Superintendent on the forms provided. Applications shall be submitted no later than one (1) week after registration. Teachers are required to apply for tuition reimbursement prior to the commencement of classes whenever possible.

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2. Within thirty (30) days of receipt of each application, the Superintendent shall notify the teacher, in writing, of the approval or disapproval of the application.
 3. Reimbursement for graduate levels for tuition costs will be subject to the teacher receiving a minimum grade of "B" for the course or a passing grade where only a pass/fail option is offered.
 4. The maximum amount of reimbursement available to any individual teacher in any payment period shall be determined by dividing the amount of funds available by the number of credits being taken in all courses for the qualified applicants.
 5. The maximum number of graduate level credits for which reimbursement will be made to any teacher shall be (12) in any academic year.
 6. The maximum reimbursement for each graduate level credit shall be determined each year by the per credit cost on the graduate level at Rutgers, the State University. Courses taken at a lower per-credit cost shall be reimbursed at that lower per-credit cost. Courses taken at higher per-credit cost shall be reimbursed at the Rutgers University graduate level per-credit cost.
 7. Reimbursement is available only if the teacher has followed the above procedures and the content of the course is directly connected with the teacher's present subject field or grade level assignment or the content of the course is in a field of education to which the teacher could reasonably be expected to move in the Garwood school system.
 8. The teacher shall be reimbursed within forty-five (45) days of the time the teacher satisfies all of the above procedures providing the teacher shall not have left the Garwood school system through retirement, resignation or dismissal.
 9. Only tenured teaching staff employees shall be eligible for tuition reimbursement.
- B. A teacher who serves on the committee for staff development to meet State requirements shall be paid a stipend of \$725.00 for the Chairperson and \$525.00 for a member for each school year covered in this agreement (2008-2009, 2009-2010, 2010 – 2011) with one half of the payment to be made in the final pay of December and the remaining one half of the stipend to be paid upon County approval of the District's Annual Professional Development Plan.
- C. The Board shall provide in-service experiences whenever possible that will assist the teacher in attaining the required 100 hours of continuing education. Every effort will be made to have in-district in-service programs that shall be eligible for continuing education credit. However, when the district has a particular need for in-service in a subject area that does not meet State requirements for continuing education, the Board shall be entitled to conduct an in-service program that does not meet continuing education requirements. The Board guarantees that it will provide 12 hours of instruction per year that meets State requirements within the workday and work year. The Board may use a faculty meeting to meet the 12-hour requirement if the Superintendent has a program which meets State requirements, provided the faculty meeting shall be limited to the normal time of faculty meetings.
- D. Tuition reimbursement shall be made available to a tenure teacher who is required to take additional undergraduate courses for the purpose of becoming "highly qualified" in accordance with the NCLB Act.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree in accordance with Chapter 303, Public Laws 1968 State of New Jersey and Chapter 123, Public Laws 1974 State of New Jersey that except as this Agreement shall otherwise provide, those policies, or parts of policies, their amendments and supplements adopted and applicable as of the effective date of this Agreement shall continue to be so applicable

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during the term of this Agreement.

- B. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provisions of this Agreement shall remain in full force and effect.
- C. The parties agree that they have discussed and fully bargained and agreed upon all terms and conditions of employment for the duration of this Agreement.
- D. A telephone answering machine will be installed to record messages from staff members who will not be reporting to work because of illness or other emergency. The answering machine will be turned on by the Substitute Coordinator when the Substitute Coordinator is not available to answer the phone personally. Notwithstanding the foregoing, employees shall telephone the Substitute Coordinator in the evenings until 10:30 P.M. to report their illness or emergency. After 10:30 P.M. (or if the Substitute Coordinator cannot be reached prior to 10:30 P.M.) calls may be made to the telephone answering machine.
- E. Mentor Program — Effective in school year 2003-2004, the Board will pay the required fees unless the State of New Jersey reestablishes the payment program, whereupon the State payments will be substituted.
- F. In the event a successor agreement is not reached before the end of this contract, the terms and conditions of this contract shall be in effect until such time as a successor agreement is reached.

ARTICLE XIX

TEACHER RESPONSIBILITIES

Teachers shall perform regularly assigned and/or properly assigned temporary duties forthrightly and to the best of their ability. During the pendency of any complaint or grievance over a regular or temporary assignment, the teacher shall likewise perform all the duties of that assignment.

ARTICLE XX

DURATION OF AGREEMENT

This Agreement shall be in effect from July 1, 2008 to June 30, 2011. Such notice shall specify the part or parts of the Agreement sought to be changed or modified. Portions of the Agreement not specified in the notice shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this _____ day of _____ 2009.

ATTEST:

Mark Resnick
Mark Resnick, Secretary

BOARD OF EDUCATION OF GARWOOD

By: Adele C. Lewis
Adele Lewis, President

ATTEST:

Patricia Stott
Patricia Stott, Secretary

GARWOOD EDUCATION ASSOCIATION

By: Marguerite Modero
Marguerite Modero, President

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SCHEDULE B
GARWOOD SCHOOL DISTRICT
GRIEVANCE REPORT

A. Name: _____
Date of action giving rise to grievance: _____

B. Statement of grievance:

List provisions of agreement violated:

Relief sought:

Signature: _____ Date: _____

C. Disposition of Principal or immediate supervisor

Signature: _____ Date: _____

D. Position of Grievant and/or Association

Signature: _____ Date: _____

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YEAR 1
2008-09 Garwood 07-08 (Union)

Salary Guide

Step	BA	BA+15	MA	MA +15	MA +30
3	43,370	45,695	46,850	48,221	50,346
4	43,670	45,995	47,150	48,521	50,646
5	43,998	46,323	47,477	48,849	50,973
6	44,988	47,365	48,545	49,948	52,120
7	46,001	48,432	49,639	51,072	53,293
8	46,903	49,380	50,611	52,073	54,338
9	48,321	50,678	51,977	53,473	55,736
10	49,792	52,023	53,394	54,923	57,189
11	51,320	53,420	54,865	56,429	58,696
12	52,907	54,873	56,391	57,992	60,261
Q	54,552	56,379	57,975	59,616	61,882
P	56,261	57,941	59,619	61,300	63,565
O	58,032	59,562	61,326	63,046	65,311
N	59,803	61,182	63,028	64,791	67,061
M	61,577	62,800	64,733	66,537	68,806
L	63,351	64,423	66,439	68,287	70,552
K	65,124	66,040	68,144	70,015	72,285
J	66,275	67,207	69,317	71,190	73,457
I	67,441	68,381	70,488	72,360	73,492
H	68,617	69,549	71,656	73,534	73,524
G	69,785	70,720	72,826	74,701	75,851
F	71,070	72,006	74,108	75,980	78,245
E	72,332	73,383	75,485	77,538	79,806
D	72,429	73,481	75,589	77,645	79,910
C	73,689	74,862	76,959	78,879	81,144
B	77,645	78,690	80,788	82,708	84,975
A	79,750	80,797	80,974	92,893	95,162

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YEAR 2**2009-10 Garwood 07-08 (Union)****Salary Guide**

Step	BA	BA+15	MA	MA +15	MA +30
3	44,934	47,359	48,565	49,995	52,211
4	45,234	47,659	48,865	50,295	52,511
5	45,547	47,972	49,178	50,608	52,824
6	45,890	48,315	49,519	50,949	53,165
7	46,923	49,401	50,633	52,096	54,362
8	47,979	50,514	51,773	53,268	55,585
9	48,920	51,504	52,788	54,313	56,674
10	50,399	52,857	54,212	55,772	58,133
11	51,933	54,260	55,690	57,285	59,648
12	53,527	55,717	57,224	58,855	61,219
R	55,182	57,232	58,816	60,486	62,852
Q	56,898	58,803	60,467	62,180	64,543
P	58,680	60,433	62,183	63,936	66,299
O	60,527	62,123	63,963	65,757	68,120
N	62,375	63,812	65,738	67,577	69,944
M	64,224	65,501	67,516	69,398	71,765
L	66,075	67,193	69,296	71,223	73,586
K	67,925	68,880	71,075	73,026	75,393
J	69,125	70,097	72,298	74,251	76,616
I	70,341	71,321	73,519	75,471	76,652
H	71,567	72,540	74,737	76,695	76,686
G	72,786	73,761	75,958	77,913	79,113
F	74,126	75,102	77,295	79,247	81,610
E	75,442	76,539	78,730	80,872	83,237
D	75,543	76,641	78,839	80,983	83,346
C	76,858	78,081	80,268	82,270	84,633
B	80,983	82,073	84,262	86,264	88,629
A	83,179	84,272	94,885	96,888	99,254

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YEAR 3
2010-11 Garwood 07-08 (Union)

Salary Guide

Step	BA	BA+15	MA	MA +15	MA +30
3	46,567	49,096	50,353	51,845	54,156
4	46,867	49,396	50,653	52,145	54,456
5	47,179	49,709	50,966	52,458	54,769
6	47,506	50,035	51,293	52,784	55,095
7	47,863	50,392	51,648	53,140	55,451
8	48,940	51,526	52,810	54,336	56,699
9	50,042	52,686	53,999	55,559	57,975
10	51,023	53,718	55,058	56,648	59,111
11	52,566	55,130	56,543	58,170	60,632
12	54,166	56,593	58,065	59,748	62,213
S	55,828	58,113	59,684	61,386	63,852
R	57,555	59,693	61,345	63,067	65,555
Q	59,344	61,332	63,068	64,853	67,318
P	61,203	63,031	64,857	66,685	69,149
O	63,130	64,794	66,713	68,584	71,049
N	65,057	66,556	68,565	70,483	72,952
M	66,986	68,317	70,419	72,382	74,850
L	68,916	70,083	72,276	74,285	76,750
K	70,846	71,841	74,131	76,166	78,635
J	72,097	73,111	75,406	77,444	79,910
I	73,366	74,388	76,681	78,717	79,948
H	74,645	75,659	77,951	79,993	79,983
G	75,916	76,933	79,224	81,263	82,515
F	77,314	78,331	80,619	82,655	85,119
E	78,686	79,830	82,116	84,350	86,816
D	78,792	79,937	82,229	84,466	86,930
C	80,163	81,438	83,720	85,808	88,273
B	84,466	85,802	87,885	89,973	92,440
A	86,756	87,895	98,965	101,054	103,522

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