

CONTRACT AGREEMENT

between

GUTTENBERG BOARD OF EDUCATION

and

GUTTENBERG FEDERATION OF TEACHERS

FOR THE PERIOD

July 1, 2007-June 30, 2010

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PREAMBLE

THIS AGREEMENT effective July 1, 2007, by and between the Guttenberg Board of Education, hereinafter known as the Board, and the Guttenberg Federation of Teachers, hereinafter known as the Federation, represents the complete and final understanding on all bargainable issues which were or could have been the subject of the negotiations between the parties.

WITNESSETH THAT,

WHEREAS, the Board and the Federation acknowledge as their common goal to provide the finest educational opportunities for the children of the Guttenberg school system, and

WHEREAS, the Board and the Federation have undertaken negotiations in good faith for the purpose of agreeing on the terms and conditions of employment and grievance procedure,

NOW, THEREFORE, in consideration of the mutual agreements hereinbelow set forth, the parties agree as follows:

ARTICLE 1

RECOGNITION AND DEFINITIONS

(a) The Board recognizes the Federation as the sole and exclusive bargaining agent for all full and part-time employees of the Board in the bargaining unit. Part-time instructional employees shall be defined as teachers working less than thirty-one (31) periods per school week. Part-time non-

instructional employees shall be defined as those working less than thirty (30) hours per work week.

(b) The bargaining unit shall consist of those employees of the Board who are classroom teachers, special subject teachers, librarians, nurses, guidance counselors, teacher aides, custodians and secretaries, and any other teacher who is employed under a regular contract with the Board. Per diem substitute teachers are excluded from the bargaining unit.

(c) The term “unit” shall mean all members of the bargaining unit.

(d) The term “employees” shall mean all members of the bargaining unit.

(e) Use of the masculine noun or pronoun or relative words shall be deemed to include feminine forms.

ARTICLE II

FAIR PRACTICES

(a) The Board agrees to continue its policy of not discriminating against any employee on the basis of race, color, creed, national origin, sex, marital status, domicile, membership or participation, or Federation with the legal activities of any employee organization.

(b) The Federation agrees to continue to admit in accordance with its constitution all members of the Unit and those eligible to be members of the Unit without discrimination on the basis of race, creed, color, national origin, sex, or marital status, domicile, and not to discriminate against and to represent equally and without favor or prejudice all members of the Unit and those eligible to be members of the Unit without

regard to membership or participation in any employee organization.

ARTICLE III

ADMINISTRATION OF CONTRACT

(a) No employee shall engage in Federation activities during work time, except that Federation officers shall be permitted to engage in mutually scheduled negotiation sessions with the Board, or its designated representatives, if such are held on school time, with no loss in regular pay.

(b) The Board and the bargaining agent shall make available upon written request to each other any available public information, statistics, or records which are relevant to negotiations.

ARTICLE IV

DUES DEDUCTION AND AGENCY SHOP AGREEMENT

(a) The Board agrees to continue its practice of deducting monthly Federation membership dues from the pay of those employees who individually request, in writing, that such deducting be made. The amounts to be deducted shall be certified to the Board by the Federation and the aggregate deductions of all employees shall be remitted to the Federation in accordance with current practice.

(b) The Board agrees to implement an agency shop in accordance with Chapter 477 of the Laws of 1979, with a representation fee for non-members to the maximum permitted by State law. In exchange for the implementation of said agency shop, the Federation hereby agrees to hold the Board harmless against any and all claims, suits, or other liability which may occur as a result of the implementation of this

agency provision.

ARTICLE V

NEGOTIATIONS PROCEDURE

(a) The Board and the Federation agree to enter into negotiations over a successor Agreement in accordance with the rules and regulations of the Public Employment Relations Commission. Each party shall be free to propose and negotiate with regards to all appropriate subjects which it desires to place before the other for consideration. Any Agreement so negotiated shall incorporate all rights and obligations assumed by each party, and reflect the complete and final understanding on all bargainable issues which were, or could have been, brought to the bargaining table. Such Agreement shall apply to all members of the negotiating unit and the employer, shall be reduced to writing, and after ratification by the Federation and the Employer, shall be signed by all parties.

(b) Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other. The parties mutually agree that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, consistent with their status as representatives of their principals, and subject to ratification by the principals.

(c) During its term, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to re-open for negotiations and by a

written amendment duly executed by both parties.

ARTICLE VI

GRIEVANCE PROCEDURE

(a) DEFINITION:

Any difference or dispute between the Board and the Unit relating to the terms of this Agreement, its interpretation or application or enforcement, or administrative decisions or Board policies affecting terms and conditions of employment existing as of September 1, 1986, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of disputes which shall hereinafter be referred to as a “grievance.”

As used in this paragraph the term Unit shall include:

- (1) An individual employee who is a member of the unit, or
- (2) A group of employees who are members of the Unit having the same grievance, or
- (3) The Guttenberg Education Federation.

(b) PROCEDURES:

(1) An employee and an Federation representative (if the employee so desires) shall first discuss the problem with the Principal/Superintendent of Schools. If the employee does not wish to be represented by the Federation he may be accompanied by another representative of his own choice. If the matter is not satisfactorily adjusted within two school days, the employee shall submit a written

grievance within ten school days thereafter to the Principal/Superintendent of Schools.

(2) The Principal/Superintendent of Schools may request a meeting with the employee and representative prior to making his decision, but, in any event, must render his decision in writing with copies to the employee and the Federation within ten school days of the submission of the grievance to him.

(3) If the employee is dissatisfied with said decision or if no decision is rendered with said time limit, the employee and the Federation may construe the failure of the Principal/Superintendent of Schools to act as a denial of the grievance. The employee may, within ten school days, appeal in writing to the Board of Education, provided, that the grievance involves a violation of the specific and express terms of this agreement only. No other grievances shall be permitted to proceed beyond step 2. The Board shall consider the grievance at its next regular meeting unless said regular meeting occurs within five school days of the receipt of such appeal in which event, it shall consider the grievance at the following regular meeting of the Board. It shall render a decision in writing to the employee and the Federation within five days of such consideration. In the event the Board fails to render a decision within the five day limit prescribed herein, the employee and the Federation may construe the failure of the Board to act as a denial of the grievance.

(c) **ARBITRATION:**

(1) In the event a dispute or difference in (a) above shall not have been settled and is not precluded under the procedures in (b) above, the Federation may

appeal the matter to arbitration by making a written application to the Public Employment Relations Commission (PERC) within ten school days of the Board's decision requesting that an arbitrator be appointed to hear and determine the grievance. The parties may agree upon any other arbitrator. The arbitrator so appointed shall have full power to hear and determine the grievance and his decision shall be final and binding upon the parties.

(2) It is agreed that the arbitrator may not change, modify, alter, suggest, add to, or subtract from the provisions of this agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this agreement.

(3) The arbitrator shall have the power to make appropriate compensatory awards.

(4) No provisions of this contract which are stated as a matter of policy shall be subject to arbitration.

(5) The arbitrator is bound by applicable law and regulation

(d) GENERAL PROVISIONS:

(1) Any grievance, as defined in (a) above, not presented for disposition through the grievance procedures described under (b) above within fifteen (15) school days of the occurrence of the condition giving rise thereto, shall thereafter be considered acceptance by the employee of the decision rendered and such decision shall thereafter be binding upon the employee and the Federation. The time limits specified at any step may be extended in any particular instance by written agreement between the

Board and the Federation.

(2) Hearings held under the procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings are during school hours all employees who are required to be present at the hearings shall be excused with pay for that purpose.

(3) The Federation shall have the right to initiate a grievance or appeal from the disposition of a grievance of an employee at any step of this procedure.

(4) If a grievance arises or is processed during summer recess, “school days” as used in this contract shall be defined as work days (Monday through Friday, minus legal holidays).

ARTICLE VII

WORK HOURS, ASSIGNMENTS, WORKLOADS

(a) Teachers shall be in the school building at 8:30 a.m. and in their room no later than 8:31 a.m., with students arriving at 8:36 a.m., unless assigned line duty. Teachers are permitted to leave the building at 3:15 p.m. Teachers shall have a daily duty-free lunch period of at least 45 minutes duration. On Fridays, or on days preceding holidays or vacations, the teacher’s day shall end at the close of the pupils’ day unless teachers are required to stay to meet with and receive parents.

(1) Four teachers shall be assigned line duty and shall be in the school building by 8:20 a.m. This duty shall be assigned on a rotating basis shared by all the teachers in the district. Teachers shall have input into the creation of the rotation

schedule.

(2) Teacher Aides shall be in the building by 8:20 a.m. and permitted to leave at 3:15 p.m. Teacher Aides shall have a one-hour duty-free lunch. Teacher Aides may be assigned to morning line duty or door duty by the building principal.

(b) There shall be one Parent-Teacher Conference Day scheduled between 1:15 p.m. and 4:00 p.m. If a teacher has no conference scheduled after 3:15 p.m., that teacher may leave.

(c) There shall be one Parent-Teacher Night from 6:00 p.m. to 8:30 p.m. There shall be a one-session day on Parent-Teacher Night.

(d) In September of each school year, there shall be a one hour "Meet the Teacher Night" which shall not run later than 8:30 p.m. The Friday of the week of "Meet the Teacher Night" shall be a 1:00 p.m. dismissal for teachers, and a 1:10 p.m. dismissal for teacher aides.

(e) Whenever a representative of the Federation or any teacher is scheduled by the parties to participate in negotiations, grievance proceedings, conferences, or meetings, during working hours, he shall suffer no loss of pay for such participation.

(f) The Board will attempt to continue to move toward attainment of an ultimate goal of allocating twenty five (25) pupils per class.

(g) All teachers shall be guaranteed preparation time of no less than 210 minutes per week. There shall be no more than two preparation periods or no more than eighty-four (84) minutes of preparation time per day.

(h) (1) Effective 2002-03, the school year for teachers and aides shall be 183 days. One day shall be an orientation day. Two (2) days shall be in-service workshop days. The content of the in-service workshops will be developed by the district's local "Professional Development Committee" as established by the Department of Education, NJAC 6:11-13. The attendance at each of the workshop days shall provide for five (5) continuing education hours and shall count towards satisfying the teacher's obligation under NJAC 6:11-13. Time spent as a member of the committee working on the workshop shall count toward that individual's obligation, provided said time is consistent and meets the requirements of NJAC 6:11-13 and deemed acceptable by the Department of Education. Aides in-service workshop attendance shall be at the discretion of the administration.

(2) Each teacher shall monitor one (1) after school or evening student event per school year without additional compensation. Teachers will be given the opportunity to elect said assignment on a seniority basis from a list provided by the administration.

(i) There shall be up to sixteen (16) Monday meetings/in-services per year. Meetings shall run from 3:10 p.m. to 4:00 p.m. The Federation and the Superintendent shall agree to the content/format of five (5) of these meetings.

No meetings shall be scheduled before a holiday or on a Friday.

(j) Teachers shall not refuse to provide extra help for students, when appropriate, and shall provide same either before school begins or after school, as required or requested. Tutorial time shall be thirty (30) minutes one day per week either

8:00 a.m. - 8:30 a.m. or 3:10 p.m. - 3:40 p.m. Tutorial day and time shall be at the option of the teacher.

(k) There shall be a one session before major holidays (Thanksgiving, Holiday Recess, and Spring Recess). The dismissal time for one-session days shall remain at the discretion of the Superintendent provided it does not extend beyond 1:00 p.m. On these days only, the duty-free lunch period shall be reduced to thirty (30) minutes. The Superintendent, in consultation with the GEA, may move these one-session days to alternate days.

(l) Secretaries shall work five (5) days per week, Monday to Friday, seven (7) consecutive hours per day, exclusive of a one (1) hour lunch. Starting times may be staggered between the hours of 7:30 a.m. and 9:00 a.m.

(m) Secretaries shall work twelve (12) months and shall work the same calendar as the teachers while school is in session.

(n) Secretaries shall be entitled to all paid holidays as listed below in Section (s) and to a paid vacation according to the schedule in Section (r) below.

(o) Custodians shall work five (5) days per week, Monday to Friday, eight (8) consecutive hours per day, which shall include a one hour lunch.

Custodians hired after September 1, 1998, may be placed on a Sunday-to-Thursday or Saturday-to-Wednesday shift at the discretion of the Board.

The custodians shall rotate every month to remove the garbage from the school building on Sundays and place same on the curb.

On days of Board meetings during the summer, the custodians shall

rotate and work from 6:00 p.m. to the conclusion of the Board of Education meeting. This shall be in lieu of the regular work day.

Saturday overtime shall be assigned on a rotating basis. It shall be offered to employees with a black seal license first.

(p) Custodians shall work twelve (12) months and shall be entitled to all paid holidays including, but not limited to, those listed in Section (s) and to a paid vacation according to the schedule in Section (r) below.

(q) Overtime shall be paid to custodians and secretaries for:

(1) Hours worked over forty (40) in any work week at a rate of 1-1/2 times the regular hourly wage.

(2) Hours worked not contiguous with the regular work day, or on Holidays, Saturdays, or Sundays at a rate of two (2) times the regular hourly wage.

(3) Hours worked outside the regular work day, for the purpose of snow removal, at a rate of two (2) times the regular hourly wage.

(4) Custodians shall take any compensatory days earned in lieu of overtime only when students are not in session.

(r) Each twelve (12) month employee shall be entitled to a paid vacation according to the following schedule.

<u>Years of Service</u>	<u>Vacation Days</u>
0-4 Years	10 Days
5-14 Years	15 Days
over 14 Years	20 Days

(1) If a holiday falls during the vacation period, an employee so affected shall receive an additional vacation day for each holiday.

(2) All employees shall receive their vacation pay check, if possible, prior to their vacation.

(3) Vacation days for part-time employees who do not work a full work week shall be prorated.

(4) Vacation days for new hires shall be prorated during the first year of employment and accumulated monthly.

(s) Each twelve month employee shall be entitled to paid holidays which shall include but not be limited to the following:

Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King Day
Election Day	Lincoln's Birthday
Thanksgiving Day	Washington's Birthday
Friday after Thanksgiving	Good Friday
Christmas Eve	Memorial Day

If a holiday not provided for in the school calendar falls on a Saturday or Sunday, each employee shall be granted an alternate day off on a day when school is not in session. This shall be arranged by the Federation with the permission of the Board secretary. If a holiday listed above occurs on a teacher work day, an alternate workday shall be substituted as a paid holiday for twelve-month employees.

(t) In the event of lay-offs of twelve (12) month employees, said employees shall be laid off in reverse order of seniority within their work category and

shall retain call back rights for thirteen consecutive calendar months from the date of lay off.

(u) Custodians, when first hired, shall serve a 180 day probationary period. If, at the conclusion of said 180 day period the employee is to be retained, then the employee shall be offered a one (1) year contract. If, at the conclusion of the year they are to be retained, then they shall be offered a second one (1) year contract. If, at the conclusion of the second one (1) year contract they are to be retained, then they shall be offered a 185 day contract. If, at the conclusion of the 185 days they are to be retained, then the employee shall be granted tenure with all rights, benefits and emoluments of other tenured employees.

Seniority for custodians shall be counted from the date of initial hire, that is at the beginning of the probationary period.

All custodians on probation and during subsequent contracts shall be placed on the proper step of the salary guide and will be entitled to all contractual benefits.

ARTICLE VIII

TEACHER FACILITIES AND SUPPLIES

(a) The Board agrees to provide each teacher with space within his instructional area in which the teacher may store his instructional material and supplies.

(b) The Board shall provide faculty members with a faculty lounge.

Teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge. The lounge shall be regularly maintained by the school's

custodial staff.

(c) The Board shall make every effort to provide free and adequate off-street paved parking for teaching staff members. The Board will not be responsible, however, for vandalism, damage caused by other vehicles, damage caused by occupants of the school yard, damages caused by broken glass or other debris, or the acts of third parties. The custodial staff will to the best of their ability keep the areas so designated as parking areas clean of all broken glass, debris, and ice and snow.

(d) The Board shall provide suitable closet space for each teacher for the storage of coats, boots, and other personal article.

ARTICLE IX

SALARIES

(a) Each employee employed on a ten month basis shall be paid in twenty (20) equal semi-monthly installments on or before the 15th and 30th day of the month, prior to lunch hour.

(b) When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their paycheck on the last previous working day whenever possible, unless notified otherwise.

(c) Each teacher shall receive his final pay on the last working day in June.

(d) A voluntary program of tax-sheltered annuities shall be adopted by the Board.

(e) Employees may individually elect to have disability insurance premiums, U.S. Saving Bonds, or Hudson County School Employees Federal Credit

Union contributions deducted from their salaries.

(f) Notwithstanding the provisions of (a) above, a teacher shall have the option of participating in the following payment schedule:

Payment on a twelve month basis in twenty-four (24) equal semi-monthly installments pursuant to (a) above and (b) above with regard to date and time of payment for the period September June; during the months of July and August the installments shall be paid on the 15th and 30th of each month. Teachers shall have the option of receiving payment at the Board Office or via mail. The teacher shall, prior to the end of the school year, notify the Secretary of his election and shall provide the Board with four (4) self-addressed stamped envelopes to be used for the purpose of mailing the payments.

(g) All twelve month employees shall be paid in twenty-four equal installments on or before the 15th and 30th day of the month, prior to lunch hour.

(h) For teacher longevity, see Appendix B.

For support staff longevity, see Appendix D.

(i) (1) For any extra-curricular activities, except as listed in Appendix C of this contract, the hourly rate of compensation for teachers shall be \$25.00.

(2) The hourly rate of compensation for aides working beyond required hours shall be \$10.00, with certified aides receiving \$13.00 (effective 2003-04).

(j) Teachers acting as mentors shall receive annual stipends of \$550 per standard provisional teacher, and \$1,000 per alternate route trainee, or whatever amount is provided to the Board per apprentice teacher by the State of New Jersey. Absent state funding, provisional teachers shall pay the above stipends (or the difference between the

above stipends and state funding) directly to their mentors.

ARTICLE X

FEDERATION RIGHTS AND PRIVILEGES

(a) The Board agrees to furnish to the Federation upon written request all available information concerning the financial resources of the district which are public records, including:

Annual financial reports and audits, register of certified personnel, agendas, and minutes of all board meetings, census data, names and addresses of all teachers and such other information that shall enable the Federation to develop programs on behalf of teachers. With regard to information required to process a grievance, the Federation shall present a written request setting forth the precise information so required. The Board shall make every reasonable effort to comply with said request, subject to a written waiver provided by the bargaining unit member for access to his/her personnel record.

(b) **USE OF SCHOOL BUILDINGS:**

The Federation and its representatives shall be permitted to use school buildings at reasonable hours provided that adequate advanced notice is given to the Principal/Superintendent of Schools and further provided that the facilities are available for use at the times so requested.

(c) **BULLETIN BOARD:**

The Federation shall have the right to use the Bulletin Board in the teachers' room for any and all materials pertinent to Federation matters.

ARTICLE XI

PERSONAL DAYS

(a) All unit members shall be allowed two absences per year for personal reasons. Three days prior written notice of absence for personal reasons shall be required in all cases except in emergency situations in which case the Principal/Superintendent of Schools shall grant or deny said request at his discretion. Personal day usage immediately before or after a school holiday shall require the Superintendent's prior approval.

(b) No deduction of salary will be made for the personal day absence mentioned herein.

(c) Unused personal days shall be accumulative as sick days.

(d) Part-time employees shall not be eligible for personal days.

ARTICLE XII

ABSENCES AND SICK LEAVE

(a) All unit members shall be entitled to ten sick days during each school year. All twelve-month employees shall be entitled to 12 sick days per year. Unit members shall be given a written statement of accumulated sick leave days at any time during the month of September upon request to the Principal/Superintendent of Schools. All unused sick days shall be accumulated from year to year with no maximum limit. For twelve-month employees, sick leave shall accrue from July 1st, and it shall be prorated during the first year of employment. Sick days for part-time employees who work less

than a full five-day work week shall be prorated accordingly.

Any secretary or custodian absent for ten consecutive work days shall be required, at the Board's discretion, to submit to an independent medical exam scheduled by the Board substantiating their illness and the prognosis for recovery before salary shall be forthcoming. All costs for this independent medical exam shall be borne by the Board.

If the absence of a tenured unit member due to personal illness exceeds his accumulated sick leave, the Board may, at its discretion, agree to provide the unit member with more personal illness days and/or his full salary less the full amount of a substitute's pay in accordance with State law. Any further payment of salary shall be at the discretion of the Board. The daily rate of substitute pay to be deducted from the salary of unit members who are not classroom teachers shall be determined by the Board in each individual case.

(b) No deduction shall be made in a unit member's salary for the following absences:

(1) Death in the immediate family. Up to five (5) consecutive calendar days, commencing with the day following the day of bereavement, shall be granted for a death in the immediate family. Additional days may be granted if necessary. Immediate family is defined as parent, spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or any relative who makes his home with the unit member. In case of death of a relative other than those defined above, an absence of two days will be allowed without

loss of salary.

(2) Unit members who are absent due to illness from contagious disease (such as measles, mumps, chicken pox) contracted while serving in the school shall suffer, upon presentation of a doctor's certificate, no loss of pay or sick days.

(3) Two sick leave days shall be granted to a unit member for taking care of a member of his immediate family which shall include spouse, unmarried child or parent, if no one else in their residence is capable for this purpose. Family illness days shall not be accumulative.

(4) Each teacher shall be entitled to, and the Board shall fund, one (1) day per school year for the purpose of visiting other schools and attending meetings or conferences of an educational nature, provided the leave is approved by the Principal/Superintendent of Schools. The time period may be extended upon approval of the Board.

(c) The Board agrees to continue its existing policy of compensating unit members who serve as substitutes during preparation periods:

7 preparation periods = one sick day

In the event no substitute is assigned, teachers who serve as substitutes shall serve on an equitable rotating basis.

(d) A staff member will have the option of collecting the substitute's pay or a sick day, when the staff member accumulates 7 substitute periods. All staff members shall, prior to the end of the school year, notify the office of his selection of method of payment.

There will be no compensation for missed preparation periods on

Field Trip days, during pre and post evaluation conferences or on professional workshop days. If any other meeting is for fifteen minutes or less, there shall be no compensation, and both administrator(s) and staff member(s) will sign-off at the conclusion of said meeting. There will be no other meetings scheduled during the day for which an individual will miss preparation time or he/she shall be compensated unless the meeting is initiated by that individual.

In the event an individual has less than six (6) accumulated substitute periods at the end of the school year, then he/she shall receive pro-rated payments based upon the number of periods accumulated.

ARTICLE XIII

LEAVES OF ABSENCE WITHOUT PAY

(a) Maternity/Child – Adopting Leave

(1) A tenured unit member may apply to the Board for a leave at any time prior to the expected date or adoption of a child. Tenured unit members adopting a child or children shall be eligible for leave. The unit member shall give reasonable written notice to the Board and shall provide the dates upon which leave is to commence and terminate. The requested leave may be granted except that the Board reserves the right to modify the requested dates upon a determination that a grant of leave for said date(s) would substantially interfere with the administration of the school provided that any such modification is not medically contradicted.

(2) Maternity Leave – A unit member may return from said leave

on the first day of any month following the leave. The Superintendent shall have the discretion to determine if returning during a particular month may cause disruption to the education process and, if so, may deny the request.

(3) Following the grant of the initial leave of absence, the approved commencement or termination dates may be further extended or reduced upon application to the Board in accordance with the procedures contained in (1) above.

(4) A unit member returning from leave shall be entitled to all benefits to which unit members returning from other types of sick or disability leave would be entitled.

(b) Armed Forces Leave

Any unit member under tenure who may enlist or be conscripted into the Armed Forces of the United States for service or training, shall make application for military leave. He shall be reinstated to this position in the system with full credit including annual increment under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and no later than ninety (90) days after release or discharge.

(c) All unit members returning from leaves of absence without pay with the exception of those entering the Armed Forces will return to the system on the next step of the appropriate salary guide above the one on which he was granted his leave with no loss of seniority.

ARTICLE XIV

SABBATICAL LEAVE

A leave of absence for the purpose of study may be granted by the Board in its discretion to any member of the teaching staff who has performed continuous and satisfactory service in the public school of Guttenberg for a period of nine (9) years, the nature and scope of the study must be approved by the Superintendent of Schools and the Board of Education.

A teacher to whom this leave of absence is granted shall be eligible for full salary guide credit as if on active duty.

A leave of absence for study granted under this rule shall be for a period of one (1) year, and the teacher shall receive as compensation one half (1/2) of his or her monthly salary during the continuance of such leave.

Application for leave of absence for study shall be presented to the Superintendent of Schools at least four (4) months before the beginning of the desired leave. The applicant shall sign a contract to serve in the public school of Guttenberg for at least three (3) years after expiration of the leave. The Superintendent shall report these applications, with recommendations, to the Board at its next meeting.

The Board of Education shall require all teachers to whom leave of absences are granted for study under these rules to carry out fully all the details of the program of study presented in the application for leave, and refrain from engaging in any remunerative occupation during the continuance of the leave of absence. Tuition grants, scholarship, grants in-aid, federal grants or stipends, etc. shall not be considered as

remuneration. Teachers on leave for study shall present to the Superintendent of Schools at such time as he may require certificates signed by proper authorities, of the beginning, continuance and completion of the course of study chosen.

For its own protection and the protection of the school system, the Board will, in any case of violation, terminate the leave of absence and will regard such violation as evidence of conduct unbecoming a teacher, within the purview of the Tenure of Office Act.

In addition to the above procedures, unit members found in violation of this agree to reimburse the Board for all salary paid during the sabbatical.

ARTICLE XV

PROTECTION OF EMPLOYEES

(a) Employees shall report immediately cases of assault suffered by them in connection with their employment to their Principal/Superintendent of Schools or other immediate superior.

(b) The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties and will assist in every way possible to help the employee obtain reimbursement for the reasonable costs of any clothing or any other personal property damaged or destroyed as a result of said assault, providing it is determined by the arbitrator and/or a court of competent jurisdiction, as applicable, that such injury or legal proceeding was not the fault of the employee.

(c) When an absence arises out of said assault or injury, the employee shall be entitled to full salary and other benefits for a period of up to one calendar year as per N.J.S.A. 18A.

ARTICLE XVI

HEALTH INSURANCE

(a) The Board shall make available to unit members coverage under the New Jersey State Health Benefits Plan or its equivalent, including Rider J, Major Medical, Prescription Plan, Dental Plan and Optical Plan. All employees receiving coverage through a traditional plan as of June 1, 2006, may continue to receive coverage under said plan until such time as they elect coverage through the PPO Plan or separate coverage, waive their coverage and secure coverage from their spouse.

(b) The Board shall pay the premium for each unit member and in appropriate cases shall pay for family plan coverage.

(c) The prescription plan shall provide for a \$10 generic/\$15 brand drug co-pay, with a ninety-day mail order supply option.

(d) The Board shall provide a total of \$200 in a two (2) year period, per employee and each eligible family member (as defined in the State Health Benefit Plan), towards the cost of an eye exam and/or glasses and/or contact lenses. Employees shall be reimbursed for these costs within 30 days of submission of the bills.

(e) Part-time employees shall not be eligible for Board-paid health insurance.

(f) New employees beginning their employment in the school district after June 30, 2006, shall be afforded single coverage health insurance through a PPO Plan. Each employee shall be responsible for fifty (50%) percent of the coverage cost for the 2006-07 school year only. Thereafter, those employees must contribute ten (10%) percent towards dependent coverage which shall be secured through payroll deductions.

(g) For unit members who begin employment after June 30, 2007, the Board shall pay the full premium for single coverage. Those unit members shall have the option to extend coverage for their dependents; however, they must contribute ten percent (10%) towards the cost of said coverage, which shall be secured through payroll deductions.

(h) Each employee who has health benefits coverage through their spouse may waive their health benefits coverage through the district and shall, in return, receive the sum of \$5,000.00 payable in two installments on December 1st and May 1st of the year in which the employee has opted out, subject to all appropriate deductions. This payment is not to be considered a salary payment and as such, is not pensionable.

An employee who chooses to waive his/her health benefit coverage shall request such, in writing, no later than May 1 of the year preceding the upcoming fiscal year in which the waiver shall begin and must provide proof of other health insurance coverage through their spouse before they can opt out. The waiver must remain in effect for the entire fiscal year that the employee has opted out.

However, an employee who has waived his/her medical benefit coverage will be allowed to restore such coverage on an immediate basis, **if the employee submits proof of a life status change (e.g., unemployment or death of spouse, divorce, or legal separation).** **Other than life status changes, an employee who has waived coverage will not be permitted to re-enroll in the plan until the open enrollment period.**

If, **as a result of a life status change**, an employee revokes the waiver prior to the end of the year in which he/she opted out, the employee's reimbursement shall be pro-rated based upon the period of time not covered by the district's benefit plan.

ARTICLE XVII

POSITIONS

Posting for any promotional position shall be made at least ten days prior to the appointment. Any employee applying for the promotional position shall be interviewed by the Board or its designee prior to the appointment.

ARTICLE XVIII

HOME INSTRUCTION

(a) Effective 2007-2008, teachers who are assigned to home tutoring shall be paid at the rate of thirty-seven (\$37.00) per hour and shall receive payment for services rendered in a separate payroll check. Effective 2008-2009, the rate shall be thirty-nine (\$39.00) per hour. Effective 2009-2010, the rate shall be forty-one (\$41.00) per hour.

Assignments are to be made on a rotating basis if there are no

volunteers.

Assignments are to be made by the Chief School Administrator.

(a) The school nurse shall be reimbursed at the rate of twenty dollars (\$20.00) per hour for time spent in court, relating to school business, before or after school hours.

ARTICLE XIX

MASTER'S DEGREE – TUITION REIMBURSEMENT

(a) The Board agrees to reimburse teachers Fifty Percent (50%) of the teacher's cost for a pre-approved graduate level course leading to a Master's Degree directly related to their current position in the Guttenberg School District. In no event shall the Board expend more than \$8,000.00 in any school year towards tuition reimbursement for the entire staff.

(b) Any custodian or secretary who takes a class, workshop or any other program which serves to improve his/her skills within their job description shall be reimbursed by the Board for all tuition costs. Said class or workshop shall be subject to Board approval.

ARTICLE XX

TERMINAL LEAVE PAY

(a) (1) Upon death or retirement from the Guttenberg school system, any unit member, excluding teachers' aides, who is vested in the New Jersey Teachers' Pension and Annuity Fund shall receive one-half (1/2) day's pay of the minimum teacher's salary up to two hundred (200) accumulated sick days. A day's pay is equal to

one-two hundredth (1/200) of the minimum teacher's salary.

Teachers hired as of September 1993 and thereafter shall receive up to seventy-five (75) accumulated sick days.

(2) Upon death or retirement from the Guttenberg school system, teacher aides who are vested in the New Jersey TPAF Fund shall receive one-half (1/2) day's pay for each unused accumulated sick day up to a maximum of seventy-five (75) accumulated days. A day's pay is equal to one-two hundredth (1/200) of the minimum aides' salary.

The method of payment of terminal leave shall be submitted in writing, and shall be at the discretion of the leaving staff member.

(b) All teachers beginning their employment in the school district subsequent to June 30, 2006, shall receive \$35.00 for each unused sick day up to a maximum of 75 days upon their retirement from the school district.

(c) Upon retirement, death or separation from the Guttenberg School System, any secretarial staff member or custodian shall receive one-half (1/2) of a day's pay of the minimum secretarial salary or custodial salary for each sick day accumulated up to July 1, 1991. There will be no compensation for any sick leave accumulated after July 1, 1991. A written statement of accumulated sick leave as of July 1, 1991 shall be provided to each secretary and custodian within sixty (60) days of the execution of this contract. The method of payment shall be submitted in writing and shall be at the discretion of the leaving staff member.

ARTICLE XXI

EMPLOYEE RIGHTS

(a) No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause except as otherwise provided by statute. Any such action asserted by the Board, its agent or representative, shall be subject to the grievance procedure herein set forth unless jurisdiction is preempted by statute.

(b) Whenever any employee is required to appear before the Principal/Superintendent of Schools, Board, or any committee or member thereof, concerning any matter which would adversely affect the continuation of that employee's office, position, or employment or the salary or any increments pertaining thereto, then said employee shall be given three (3) school days prior written notice of the reasons for such meeting(s) or interview(s). The employee shall be entitled to have a representative of his own choosing present to advise him at all such meetings and/or interviews.

(c) Any criticism or questioning by a supervisor, administrator, or Board member as to an employee's performance and/or a teacher's instructional methodology shall be made in confidence and not in the presence of students, parents, peers, or other public gatherings.

(d) Any complaint regarding an employee made to any member of the Administration by any parent, student, or other person, which does or may influence the evaluation of the employee shall be processed in the following manner:

(1) The Principal/Superintendent of Schools shall meet with the

employee to apprise the employee of the full nature of the complaint and shall attempt to resolve the matter informally.

(2) The employee shall have the right to be represented at any and all such meetings or conferences involving the complaint.

ARTICLE XXII

STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to either party to this agreement such rights as it may have under the laws of the State of New Jersey or other applicable laws or regulations.

ARTICLE XXIII

BOARD'S RIGHTS

(a) The Board, on its behalf, hereby retains and reserves unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the Laws of the Constitution of the State of New Jersey and the United States, including all Laws, Rules and Regulations of the State Department of Education and the Commissioner of Education of the State of New Jersey, and the provisions of this agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities.

(b) If in the opinion of the Superintendent, a custodian or secretary arrives to work unsuitably dressed, the Superintendent may request a meeting with said

employee to discuss his/her attire.

Any decision of the Superintendent may be appealed to the Board of Education.

Any disciplinary action shall be subject to the grievance procedure.

An Federation Representative shall be present at all meetings.

APPENDIX A
RETROACTIVE TEACHER GUIDES (2001-02)

September 1, 2001

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	30,824	31,424	32,024	34,824	35,324	35,824	36,324
2	30,939	31,539	32,139	34,939	35,439	35,939	36,439
3	31,339	31,939	32,539	35,339	35,839	36,339	36,839
4	31,639	32,239	32,839	35,639	36,139	36,639	37,139
5	32,739	33,339	33,939	36,739	37,239	37,739	38,239
6	33,839	34,439	35,039	37,839	38,339	38,839	39,239
7	34,939	35,539	36,139	38,939	39,439	39,939	40,439
8	36,239	36,839	37,439	40,239	40,739	41,239	41,739
9	37,439	38,039	38,639	41,439	41,939	42,439	42,939
10	39,439	40,039	40,639	43,439	43,939	44,439	44,939
11	42,239	42,839	43,439	46,239	46,739	47,239	47,739
12	43,739	44,339	44,939	47,739	48,239	48,739	49,239
13	45,584	46,184	46,784	49,584	50,084	50,584	51,084
14	50,084	50,684	51,284	54,084	54,584	55,084	55,584
15	54,584	55,184	55,784	58,584	59,084	59,584	60,084
16	57,384	57,984	58,584	61,384	61,884	62,384	62,884
17	59,439	60,039	60,639	63,439	63,139	64,469	64,939
18	61,639	62,239	62,829	65,639	66,139	66,639	67,139
19	63,639	64,239	64,938	67,639	68,139	68,639	69,139
20	65,019	65,619	66,219	69,019	69,519	70,019	70,519

February 1, 2002

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	31,456	32,056	32,656	35,456	35,956	36,456	36,956
2	31,573	32,173	32,773	35,573	36,073	36,573	37,073
3	31,981	32,581	33,181	35,981	36,481	36,981	37,481
4	32,288	32,888	33,488	36,288	36,788	37,288	37,788
5	33,410	34,010	34,610	37,410	37,910	38,410	38,910
6	34,533	35,133	35,733	38,533	39,033	39,533	40,033
7	35,655	36,255	36,855	39,655	40,155	40,655	41,155
8	36,982	37,582	38,182	40,982	41,482	41,982	42,482
9	38,206	38,806	39,406	42,206	42,706	43,206	43,706
10	40,247	40,847	41,447	44,247	44,747	45,247	45,747
11	43,105	43,705	44,305	47,105	47,605	48,105	48,605
12	44,636	45,236	45,836	48,636	49,136	49,636	50,136
13	46,500	47,100	47,700	50,500	51,000	51,500	52,000
14	51,111	51,711	52,311	55,111	55,611	56,111	56,611
15	55,703	56,303	56,903	59,703	60,203	60,703	61,203
16	58,560	59,160	59,760	62,560	63,060	63,560	64,060
17	60,657	61,257	61,857	64,657	65,157	65,657	66,157
18	62,903	63,503	64,103	66,903	67,403	67,903	68,403
19	64,944	65,544	66,144	68,944	69,444	69,944	70,444
20	66,352	66,952	67,552	70,352	70,852	71,352	71,852

TEACHER GUIDES
September 1, 2002

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	32,781	33,381	33,981	36,781	37,281	37,781	38,281
2	32,898	33,498	34,098	36,898	37,398	37,898	38,398
3	33,306	33,906	34,506	37,306	37,806	38,306	38,806
4	33,613	34,213	34,813	37,613	38,113	38,613	39,113
5	34,735	35,335	35,935	38,735	39,235	39,735	40,235
6	35,858	36,458	37,058	39,858	40,358	40,858	41,358
7	36,980	37,580	38,180	40,980	41,480	41,980	42,480
8	38,307	38,907	39,507	42,307	42,807	43,307	43,807
9	39,531	40,131	40,731	43,531	44,031	44,531	45,031
10	41,572	42,172	42,772	45,572	46,072	46,572	47,072
11	44,430	45,030	45,630	48,430	48,930	49,430	49,930
12	47,825	48,425	49,025	51,825	52,325	52,825	53,325
13	52,436	53,036	53,636	56,436	56,936	57,436	57,936
14	57,028	57,628	58,228	61,028	61,528	62,028	62,528
15	59,885	60,485	61,085	63,885	64,385	64,885	65,385
16	61,982	62,582	63,182	65,982	66,482	66,982	67,482
17	64,228	64,828	65,428	68,228	68,728	69,228	69,728
18	67,677	68,277	68,877	71,677	72,177	72,677	73,177

February 1, 2003

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	33,600	34,215	34,830	37,700	38,213	38,725	39,238
2	33,721	34,336	34,951	37,821	38,333	38,846	39,358
3	34,139	34,754	35,369	38,239	38,752	39,265	39,777
4	34,453	35,068	35,683	38,553	39,065	39,578	40,090
5	35,604	36,219	36,834	39,704	40,216	40,729	41,241
6	36,754	37,369	37,984	40,854	41,367	41,880	42,392
7	37,905	38,520	39,135	42,005	42,517	43,030	43,542
8	39,625	39,880	40,495	43,365	43,877	44,390	44,902
9	40,520	41,135	41,750	44,620	45,132	45,645	46,157
10	42,612	43,227	43,842	46,712	47,224	47,737	48,249
11	45,541	46,156	46,771	49,641	50,153	50,666	51,178
12	49,021	49,636	50,251	53,121	53,633	54,146	54,658
13	53,747	54,362	54,977	57,847	58,359	58,872	59,384
14	58,454	59,069	59,684	62,554	63,066	63,579	64,091
15	61,383	61,998	62,613	65,483	65,995	66,508	67,020
16	63,532	64,147	64,762	67,632	68,145	68,657	69,170
17	65,833	66,448	67,063	69,933	70,446	70,958	71,471
18	69,369	69,984	70,599	73,469	73,982	74,495	75,007

September 1, 2003

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	35,579	36,194	36,809	39,679	40,192	40,704	41,217
2	35,779	36,394	37,009	39,879	40,392	40,904	41,417
3	36,004	36,619	37,234	40,104	40,617	41,129	41,642
4	36,254	36,869	37,484	40,354	40,867	41,379	41,892
5	36,554	37,169	37,784	40,654	41,167	41,679	42,192
6	36,854	37,469	38,084	40,954	41,467	41,979	42,492
7	39,265	39,880	40,495	43,365	43,878	44,390	44,903
8	40,520	41,135	41,750	44,620	45,133	45,645	46,158
9	42,612	43,227	43,842	46,712	47,225	47,737	48,250
10	45,541	46,156	46,771	49,641	50,154	50,666	51,179
11	49,021	49,636	50,251	53,121	53,634	54,146	54,659
12	55,500	56,115	56,730	59,600	60,113	60,625	61,138
13	58,454	59,069	59,684	62,554	63,067	63,579	64,092
14	61,383	61,998	62,613	65,483	65,996	66,508	67,021
15	63,532	64,147	64,762	67,632	68,145	68,657	69,170
16	65,833	66,448	67,063	69,933	70,446	70,958	71,471
17	70,474	71,089	71,704	74,574	75,087	75,599	76,112

September 1, 2004

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	38,170	38,798	39,425	42,352	42,876	43,398	43,921
2	38,370	38,998	39,625	42,552	43,076	43,598	44,121
3	38,570	39,198	39,825	42,752	43,276	43,798	44,321
4	38,870	39,498	40,125	43,052	43,576	44,098	44,621
5	39,170	39,798	40,425	43,352	43,876	44,398	44,921
6	39,470	40,098	40,725	43,652	44,176	44,698	45,221
7	39,770	40,398	41,025	43,952	44,476	44,998	45,521
8	40,520	41,148	41,775	44,702	45,226	45,748	46,271
9	42,612	43,240	43,867	46,794	47,318	47,840	48,363
10	45,541	46,169	46,796	49,723	50,247	50,769	51,292
11	49,021	49,649	50,276	53,203	53,727	54,249	54,772
12	55,500	56,128	56,755	59,682	60,206	60,728	61,251
13	58,454	59,082	59,709	62,636	63,160	63,682	64,205
14	61,383	62,011	62,638	65,565	66,089	66,611	67,134
15	63,532	64,160	64,787	67,714	68,238	68,760	69,283
16	65,833	66,461	67,088	70,015	70,539	71,061	71,584
17	71,883	72,511	73,138	76,065	76,589	77,111	77,634

FLOW CHART
(READ ACROSS)

00-01 STEP	01-02 STEP	02-03 STEP	03-04 STEP	04-05 STEP
				1
			1	2
		1	2	3
	1	1	2	3
1	1	1	2	3
2	2	2	3	4
3	3	3	4	5
4	4	4	5	6
5	5	5	6	7
6	5	5	6	7
7	6	6	7	8
8	7	7	7	8
9	8	8	8	9
10	9	9	9	10
11	10	10	10	11
12	11	11	11	12
13	12	12	12	13
14	13	12	12	13
15	14	13	13	14
16	15	14	14	15
17	16	15	15	16
18	17	16	16	17
19	18	17	17	17
20	19	18	17	17
21	20	18	17	17
22	20	18	17	17

APPENDIX B

LONGEVITY

15-18 years	\$600
19-24 years	\$2750
25-29 years	\$3000
30-34 years	\$3400
35+ years	\$3900

POST GRADUATE CREDITS

(All amounts calculated above BA column)

	<u>9/02</u>	<u>2/03</u>	<u>9/03</u>	<u>9/04</u>
BA+15	\$ 600	\$ 615	\$ 615	\$ 628
BA+30	1200	1230	1230	1255
MA	4000	4100	4100	4182
MA+15	4500	4613	4613	4706
MA+30	5000	5125	5125	5228
MA+45/ 2 nd MA	5500	5638	5638	5751

A unit member who obtains Graduate Credits before September 1 of any given year shall have his salary increased on September 1. In the event the credits or degree is obtained after September 1 of any given year, the salary shall be increased on February 1 of the following year if accompanied by a transcript or official document from a department head indicating successful completion of courses.

APPENDIX C

EXTRA CURRICULAR POSITIONS AND SALARIES

Boys Basketball (2)	\$ 1,100 each
Track (1)	770
Safety Patrol (1)	440
Yearbook (2)	550 each
Cheerleading (2)	1,100 each
Girls Basketball (2)	1,100 each
School Detention Program (1)	1,100
Gifted and Talented Coordinator (1)	1,760
Newspaper Advisor (2)	550 each
C.S.T. Coordinator (1)	6,000
Audio Visual (1)	715
Student Council (1)	2,200
Eighth Grade Class Advisor (1)	660

- (a) All positions listed shall be posted ten (10) days prior to appointment.
- (b) Assignments are to be made on a rotating basis if there are no volunteers.
- (c) All payments for extra-curricular services shall be made in a separate check.
- (d) In the event a co-advisor position is posted and cannot be filled, the advisor performing alone shall be paid fifty percent (50%) of the unfilled advisor's stipend in addition to his regular stipend.

APPENDIX D

TEACHER AIDES SALARY GUIDE
2001-2005

<u>STEP</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05*</u>
1	14,590	14,750	15,000	15,550
2	15,110	15,200	15,500	16,550
3	15,670	15,940	15,960	17,750
4	17,010	17,945	16,730	18,750
5			18,845	19,650

***No guide movement in 2004-05 (aides remain on the same step as in 2003-04)**

LONGEVITY SCHEDULE

SECRETARIES/CUSTODIANS/TEACHER AIDES

10-11 Years of Service	\$200
12-13 Years of Service	\$400
14-15 Years of Service	\$600
Over 15 Years of Service	\$800

PERCENTAGE INCREASES

SECRETARIES/CUSTODIANS

2007-2008	4.25%
2008-2009	4.25%
2009-2010	4.5%

IN WITNESS WHEREOF the parties hereto have 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 corporate seal to be placed hereon this _____ day of _____, 2007.

GUTTENBERG FEDERATION
OF TEACHERS

GUTTENBERG
BOARD OF EDUCATION

BY: _____
President

BY: _____
President

BY: _____
Secretary

BY: _____
Secretary

CERTIFICATION

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s).

Name /s/ JOHN L. SCHETTINO, ESQ.

Title Attorney for the Guttenberg Board of Education