

1142

AGREEMENT

BETWEEN

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

AND

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

JULY 1, 1991 - JUNE 30, 1993

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**ARTICLE 1
RECOGNITION**

The Board hereby recognizes the Association as the bargaining representative for all regularly employed certified teachers under ten month contract working at least 2 days per week or on approved leave, but excluding all non-certified staff, tutors, contractors, support and/or administrative staff, supervisors, managerial employees, confidential employees and intermittent and part time employees who are not regularly employed.

Unless otherwise indicated, the term "teacher(s)," when used herein, shall refer to members of the unit. References to male teachers shall include female teachers and vice versa.

**ARTICLE 2
NEGOTIATION PROCEDURE**

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning all bargainable issues. Any agreement so negotiated shall be reduced to writing and signed by the Board and the Association.

B. The Board and the Association each agree to pay one-half (1/2) of the cost of the final printing of a mutually agreed number of copies of this Agreement.

C. The Association agrees that it will be responsible for distribution of copies of this Agreement to the unit members.

**ARTICLE 3
BOARD RIGHTS AND RESPONSIBILITIES**

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and the authority under the School Laws of New Jersey, or any other national, state or county district or local laws or regulations as they pertain to education.

D. In recognition of the unique and diverse services provided by the Board and its employees, it is understood that, from time to time, the Board may find it necessary to institute special policies and programs to address concerns which are not equally applicable to all unit members. The Board's emergency certification reimbursement policy for special education teachers is an example of one such current program.

It is understood that the Board shall retain its ability and discretion to address areas of unique need and concern by

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

**ARTICLE 4
TEACHER RIGHTS**

A. Pursuant to Chapter 123, Public Laws 1974, the Board and the Association hereby agree that teaching personnel shall have the right to freely organize and join the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from said activities.

B. The Board and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by 34 N.J.S.A. 34:18A-1, et seq., or the Constitution of New Jersey and of the United States. The Board and the Association further agree that they shall not discriminate against any teacher by reason of his membership or non-membership in the Association and its affiliates, his participation or non-participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance under this Agreement.

C. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled, upon request, to have a person of his/her choice present to advise and represent him/her during such meeting or interview.

D. Upon request, a teacher shall be entitled to have an association representative present at an investigatory interview with an administrator or supervisor which she/he reasonably believes might result in disciplinary action. This right shall not extend to post-observation or evaluation conferences.

E. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

F. No teacher shall be disciplined without just cause.

G. Teachers, supervisors, administrators and Board members shall conduct themselves in a professional manner in their dealings with each other and in the performance of their respective duties, responsibilities and obligations.

**ARTICLE 5
ASSOCIATION RIGHTS AND PRIVILEGES**

A. Upon advance request, the Association and its representatives will be given permission to use school buildings at reasonable hours for meetings. The Superintendent shall be

notified at least two (2) days prior to the meeting, except in cases of emergency, of the time and place of such meetings and his approval shall not be unreasonably withheld.

B. Any additional cost incurred in keeping a facility open or available for Association use shall be borne by the Association.

C. In its discretion, the Board, may allow Association use of other facilities and equipment from time to time. It is expressly understood that the Board is under no obligation to do so and that the cost of any supplies shall be borne by the Association.

ARTICLE 6 MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will it authorize or condone any unit member taking part in any strike (i.e., the concerted failure to report for duty or willful absence of any unit member from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of a unit member's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Board. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out or job action during the term of this Agreement, it is covenanted and agreed that participation in any such activity by a unit member

may be deemed grounds for imposition of appropriate disciplinary action against such unit member.

C. The Association agrees that it will make reasonable efforts to prevent unit members from participating in any strike, work stoppage, slow-down, or other illegal activity aforementioned or supporting any such activity by any other employee or group of employees of the Board during the term of this Agreement.

D. Nothing contained in this Agreement shall be construed to limit or to restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association.

ARTICLE 7 GRIEVANCE PROCEDURE

A. Definitions

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

(a) any matter for which a method of review is prescribed by law;

(b) any rule or regulation of the State Board of

Education;

(c) any matter, which according to law, is either beyond the scope of Board authority or limited to a unilateral action by the Board alone;

(d) a complaint of a non-tenured teacher which arises by reason of his not being re-employed; or

(e) a complaint by certificated personnel occasioned by appointment to, or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.

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

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

3. "Day" means school day, unless otherwise indicated. Saturdays, Sundays, and state mandated legal holidays are excluded as the last day of the time limit.

4. "Representative" is a person or agent designated to represent either party in the grievance procedure.

5. "Party in interest" is a person, agent, or agency with an interest in the grievance.

B. Purpose--

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise regarding grievances affecting the terms and conditions of employment, as defined above in paragraph A(1).

Both parties agree that these proceedings will be kept as informal and confidential as possible at any level of the procedure.

C. Procedure--

1. Time Limit - The number of days indicated at each level, should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year End Grievances - In the event a grievance is filed at such a time that it cannot be processed through all of the steps of this grievance procedure by the end of the school year, the grievance procedure shall be continued to the first day of the following school year. Upon mutual agreement, however, the parties may continue the processing of a grievance beyond the end of the school year under such terms as shall be agreed upon.

3. Specified Time Limits -

a. Failure by a grievant to process a grievance within the specified time limits of this procedure shall render the grievance as settled in favor of the Board.

b. Failure to issue a decision within the specified time limit of this procedure shall be interpreted as a denial of the grievance.

D. Processing --

1. Level 1 - Principal or Immediate Supervisor - A grievance to be considered under this procedure must be initiated by the teacher within fifteen (15) school days of its occurrence.

A teacher with a grievance shall first submit the grievance in writing to his or her principal or immediate superior. The grievant may submit the grievance directly or through the Association's designated representative. The grievance must be on the proper form and shall include the following information.

(a) The nature of the grievance.

(b) The specific section of the contract, Board policy or administrative decision that has been violated or is in issue.

(c) The results of previous discussions, if any were held.

(d) If the grievance is processed above Level 1, the grievant should note his or her dissatisfaction with the decision previously rendered.

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

2. Level 2 - Assistant Superintendent - The grievant may appeal the principal's or supervisor's decision to the Assistant Superintendent within five (5) school days of the denial of the grievance. The appeal to the Assistant Superintendent must also be in writing and it must note the matters submitted to the principal or supervisor as specified above and his/her dissatisfaction with decision previously rendered. The Assistant Superintendent shall attempt to resolve the matter as quickly as possible and in any case, within five (5) school days after receipt of the appeal. The Assistant Superintendent shall

communicate his decision in writing to the grievant and the Association.

3. Level 3 - Superintendent - The grievant may appeal the Assistant Superintendent's decision to the Superintendent within five (5) school days of the denial of the grievance. The appeal to the Superintendent must also be in writing and it must note the matters submitted to the Assistant Superintendent as specified above and his/her dissatisfaction with decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible and in any case, within ten (10) school days after receipt of the appeal. The Superintendent shall communicate his decision in writing to the grievant and the Association.

4. Level 4 - Board - If the grievance is not resolved to the grievant's satisfaction at the Superintendent's level, the Association may request that the grievance be forwarded on appeal to the Board within ten (10) school days of the denial of the grievance. This request shall be submitted in writing to the Superintendent, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and may, by mutual agreement of both parties, hold a hearing with the grievant. The board shall render its decision in writing within twenty (20) school days of receipt of the grievance by the Board or of the date of the hearing with the grievant, whichever comes later. The decision of the Board shall be final and binding unless the Association

files a request with the Superintendent for advisory arbitration within fifteen (15) school days from the date of the issuance of the Board's written decision.

5. Level 5 - Advisory Arbitration

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

b. The advisory arbitrator shall be appointed pursuant to the procedures of the Public Employment Relations Commission.

6. Limitations --

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

b. The advisory arbitrator shall have the authority to issue an advisory award and can add nothing to, nor subtract anything from, the Agreement between the parties.

c. The hearing will entertain evidence, testimony and arguments only on those matters that are specifically considered grievable under this contract as defined in paragraph A(1) of this Article.

d. The hearing will be conducted in accordance with the rules set forth herein and consistent with due process.

e. The advisory arbitrator shall first rule on the timeliness of the grievance and admissibility of the grievance to the fact finding process, if so requested by either party.

f. The advisory arbitrator shall issue his advisory recommendation within twenty (20) days of the close of the hearing. He shall have no power to make an advisory award inconsistent with law or the provisions of this Agreement. The Board may either accept or reject the award, in whole or in part.

E. Cost--

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

2. Arbitration proceedings shall be conducted at mutually agreed upon times.

F. General Provisions--

1. Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected or approved by the Association.

2. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.

3. The filing or pendency of any grievance shall not impede the normal management and continuing operation of the

educational process. Employees shall not refuse to perform any duty or assignment based upon the pendency of any grievance.

4. All records of grievance processing shall be filed separately.

5. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Association will distribute the forms as they are required.

6. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

7. Meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated or selected representatives, hereto referred to in this procedure.

8. To the extent that any superseding state statute mandates the use of the grievance procedure and binding arbitration in a particular case, then, upon demand with proper notice, such arbitration may be substituted for advisory arbitration at Level 4, subject to all other remaining conditions and limitations set forth herein in this Agreement.

ARTICLE 8 TEACHER FACILITIES

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

**ARTICLE 9
TEACHER/ADMINISTRATION LIAISON**

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

**ARTICLE 10
PROTECTION OF TEACHERS, STUDENTS AND PROPERTY**

1. The Board agrees to abide by all statutes in Title 18A of the New Jersey Statutes Annotated and regulations issued pursuant thereto in the New Jersey Administrative Code.

2. A teacher shall immediately report any case of assault or battery upon his/her person arising out of, or in connection with, his/her teaching duties. Such matters shall be immediately reported to the supervisor.

3. The Board may reimburse a teacher for damage or destruction to his/her clothing or personal effects on the person (to a maximum of \$200.) sustained as a result of an unprovoked assault upon the teacher while the teacher is acting within the course of his/her employment. Reimbursement shall be with the prior written approval of the Superintendent upon submission by the teacher of a written report detailing the assault and the property loss involved. Verification of the value of the items may be required. Reimbursement will not be allowed where recovery is available through insurance or other sources.

**ARTICLE 11
PROFESSIONAL DEVELOPMENT/EDUCATIONAL IMPROVEMENT**

Each member of the bargaining unit shall be eligible for

tuition reimbursement subject to the following conditions:

A. Prior to taking the course, the teacher shall submit a copy of the course description and any other information necessary for the Superintendent's consideration and written approval. Approval of courses shall be at the discretion of the Superintendent. The Superintendent will consider, among other factors, the needs of the district, the teacher's area of certification and the relationship of the course to the teacher's assignment with the district.

B. The applicant must achieve a minimum grade of C or better in order to be reimbursed.

C. Reimbursement will be at the rate of sixty percent (60%) of the actual cost of the course credits to a maximum of \$700. per year in 1991-1992 and to a maximum of \$800. per year in 1992-1993. The applicant must submit verification of payment to the institution in order to be eligible for reimbursement.

ARTICLE 12 TEACHER ASSIGNMENTS

A. Assignments shall be made at the discretion of the Board and within the area of teacher competency and appropriate certification.

B. Teachers who are required to use their personal automobiles in the performance of their duties shall be reimbursed for all authorized and properly documented travel at the rate set by the Board from time to time.

C. Teachers seeking reimbursement of mileage costs or other expenses shall submit appropriate documentation on forms as

required by the Board.

**ARTICLE 13
TEACHING HOURS AND TEACHING LOAD**

A. The Association and the Board recognize the unique manner in which educational services are provided to students in the District. The parties agree to work with each other in effecting the efficient delivery of educational services.

B. Nothing contained herein prohibits or limits the right of the Board from assigning the extra duties normally associated with the teaching profession. Attendance at professional staff meetings before or after regular teaching hours is mandatory and recognized in the fixed annual compensation, and participation in parent meetings and similar school activities is also part of a teacher's professional responsibility.

C. The work day shall not exceed seven (7) hours. Each teacher shall be entitled to a thirty (30) minute duty free lunch period. The work day may be extended as needed for faculty meetings. Reasonable efforts will be made not to exceed 18 faculty meetings per year.

**ARTICLE 14
VOLUNTARY AND INVOLUNTARY TRANSFERS
AND REASSIGNMENTS**

A. In accordance with the decisions of the courts and the statutes of New Jersey, it is the exclusive province of the Board of Education to determine matters related to voluntary and involuntary transfers and reassignments. Nondisciplinary transfers and reassignment decisions of the Board of Education shall be final and binding and not subject to the grievance

procedure of this Agreement.

B. Vacancies will be posted on the Central Office bulletin board for a period of ten (10) days. This period may be shortened for reasons of administrative necessity. A copy of such posting notice shall be sent to the Association. Any teacher may apply for a vacancy. The decision on the assignment will be made at the discretion of the Superintendent and the Board.

C. Transfers and changes of assignments shall be on a voluntary basis if possible. In making involuntary assignments and transfers, the convenience and the wishes of the individual teacher will be considered to the extent that these considerations do not conflict with the instructional requirements and best interests of the school district and the pupils. When an involuntary transfer or reassignment is necessary, a teacher's certification, length of service in the district, and extra-curricular involvement will be among the factors considered, along with the needs of the District, in determining which teacher is to be transferred or reassigned.

D. Upon request, notice of an involuntary transfer or reassignment shall be given to teachers within one calendar week of the decision.

E. In the event that a teacher objects to the transfer or reassignment, the Superintendent or his designee shall, upon the teacher's request, schedule a meeting to discuss the transfer or reassignment.

F. The failure to adhere to the procedures herein shall not be sufficient reason or cause to cancel or otherwise disturb a personnel action.

ARTICLE 15
TEACHER EVALUATION AND PERSONNEL RECORDS

A. Teacher observations and evaluations shall be carried out in accordance with all applicable statutory and administrative requirements and as more particularly set forth in New Jersey Statutes Annotated and the New Jersey Administrative Code.

B. Personnel Files

1. Evaluation reports filed in the teacher's personnel file shall be signed by both the evaluator and the teacher.

2. A teacher shall have the right to review the material in his/her personnel file at least once every year. Inspection appointments will be scheduled upon receipt of a written request from the teacher.

3. A teacher will be afforded the opportunity to review material derogatory to a teacher's conduct, service, character or personality which has been, or will be placed, in the personnel file. The teacher will sign the file copy with the understanding that such signature in no way indicates agreement with the contents thereof. A teacher shall also have the right to submit a written response to such material which response shall be included in the personnel file.

4. Teachers shall have the right to indicate those

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

**ARTICLE 16
TEMPORARY LEAVE OF ABSENCE**

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

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

C. Personal Leave -

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

2. Personal leave may be requested for personal business or legal matters which cannot be completed other than during school time. Verification of the reason for the personal day may be required at the discretion of the Superintendent.

3. Personal days may be utilized for emergencies or other urgent reasons not enumerated above if the employee has received the approval of the Superintendent or his designee and the employee has completed the required form issued by the Office of the Superintendent.

4. The following regulations shall apply to the granting of personal days:

(a) Any unused personal days shall accumulate in a separate account for use as additional sick days upon the exhaustion of all other sick leave benefits. These days are not reimbursable as accumulated sick leave upon retirement.

(b) The request for personal leave shall be submitted to the supervisor on the proper form at least three (3) days before the commencement of the leave, except in cases of emergency.

(c) Any absence which is for a purpose not enumerated above and not covered by sick leave shall result in the deduction of one (1) day's pay for each day of absence.

ARTICLE 17 EXTENDED LEAVES OF ABSENCE

A. Unless otherwise indicated, the following conditions shall apply to extended leaves of absence:

1. Requests for leave shall be in writing.
2. Eligibility shall be based on a minimum of twelve months of continuous employment in the district.
3. All extended leaves shall be limited to a maximum of one school year or, in the case of non-tenured teachers, to

the end of their contract term. Further extensions, if any, shall be at the sole discretion of the Board after application by the affected teacher.

4. In order to be eligible to receive a salary increment, a teacher must actively work at least 50% of the school days in a school year. "Actively work" means that the teacher is physically present and performing his/her teaching duties. For purposes of this requirement, sick leave and other benefit days are not counted as days worked.

5. Sick leave days and other benefits shall not accrue during the leave, but unused sick leave days held at the start of the leave shall be reinstated upon return to employment.

6. Notice of intention to either return to employment or to resign shall be given to the Superintendent on or before March 1 of the year in which the leave expires.

7. Reemployment during the school year shall be at the sole discretion of the Board. Extended leaves of absence are normally approved through the end of a program year. Teachers may also request to return at mid-year. In approving an appropriate return date, the Board will take into consideration the desires of the teacher and the need to maintain educational continuity. The Board's judgment as to the maintenance of education continuity shall not be subject to review.

8. In cases of disability, including pregnancy, teachers may use current and accumulated sick leave as well as "banked" accumulated personal leave.

B. The following types of extended leaves of absence are available:

1. Military Leave

Military leave without pay shall be granted in accordance with all applicable statutory requirements.

2. Disability Leave (Including Pregnancy Leave)

(a) In cases of anticipated disability, a teacher shall notify his/her supervisor of the anticipated disability as soon as the teacher is under medical supervision for the condition. In case of pregnancy, the teacher shall notify his/her supervisor at least 5 months prior to the anticipated due date. The teacher shall present to the supervisor a written statement from the teacher's attending physician as to the anticipated date of disability, or the due date, in case of pregnancy. The physician's statement shall include a description of any limitation as to the teacher's physical ability to perform assigned duties.

(b) The Board, in its discretion may require a review and examination of the teacher's condition by a Board selected physician as to the teacher's fitness to continue in employment. The teacher may also secure an examination by her own physician. In case of disagreement as to the teacher's fitness, the decision of the Board's health officer shall be conclusive. If, as a result of such examination, the employee is found to be unfit to perform assigned duties, the employee shall be placed on sick leave for the duration of the disability with

such compensation, if any, to which the teacher is entitled under the terms of this agreement.

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

3. Miscellaneous Leave

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

4. Leave Under The Family Leave Act

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

(b) Pursuant to the Act, eligible employees are entitled to take up to a maximum of twelve (12) weeks of leave in a 24 month period. The 24 month period commences with the beginning of the leave.

(c) Pursuant to the requirements of the Act, the Board

will maintain in effect, for up to the maximum 12 week duration of leave under the Act, the employee's health insurance coverage as if the employee had continued in active employment.

(d) Employees desiring family leave must submit a leave request indicating the starting and ending dates of the leave. An employee may return to work prior to the prearranged expiration of the family leave period only at the discretion of the Board.

(e) An employee desiring to take leave in excess of the maximum 12 weeks allowable under the Family Leave Act must include a request for this additional leave time along with the original Family Leave Act request. Such additional leave may be granted at the discretion of the Board.

(i) Leave for Child Rearing Purposes

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

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

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

An employee requesting family leave in order to care

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

**ARTICLE 18
SICK LEAVE**

A. Teachers are entitled to ten (10) days sick leave per year without loss of pay. Sick leave should be taken only in cases of illness which would interfere with the successful completion of teaching responsibilities. The Superintendent has the discretion to require the submission of a medical excuse in appropriate situations.

B. Unused sick leave shall accumulate from year to year. Upon regular retirement as defined under the applicable pension regulations, the teacher shall be reimbursed \$20 for each unused sick day to a maximum of 100 days.

C. Teachers shall notify the Superintendent's office and his/her assigned school(s) of absence due to illness as early as possible.

D. Upon termination of employment, a teacher may request a certificate indicating the teacher's number of accumulated sick days as of the date of termination.

E. Teachers shall be given a written accounting of accumulated unused sick leave and of "banked" personnel days at the start of the new school year.

F. Teachers released due to a reduction in force and re-

employed within the next school year shall be entitled to reinstatement of past accumulated sick leave. Teachers leaving the Board's employ for any other reason and who are thereafter re-employed by the Board may request reinstatement of past accumulated sick leave. The Board, in its discretion, may grant or deny the request, in whole or in part.

**ARTICLE 19
WORK YEAR**

A. Teachers covered by this agreement shall work in accordance with the school calendar to be published by the Board each year. The school year shall not exceed 186 days, exclusive of an additional day for new teachers.

B. New teachers may be required to report for one (1) additional day that will be utilized for purposes of orientation.

C. The Association may submit a letter to the Superintendent containing recommendations for the utilization of workdays. The letter will be reviewed by the Superintendent and the Board, but final determination on the utilization of workdays will remain at the discretion of the Board.

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

**ARTICLE 20
TEACHER EMPLOYMENT**

A. In accordance with N.J.S.A. 18A:29-9, whenever a person shall accept employment as a teacher in this school district, his initial placement on the salary schedule shall be at such point as may be agreed upon by the individual and the Board.

B. Credit for military service shall be granted as required by N.J.S.A. 18A:29-11.

C. Teachers are notified of their contract status for the following year by April 30, or as soon thereafter as practical. This date is subject to modification by rule, regulation or administrative requirements.

ARTICLE 21 SALARIES

A. Teachers employed on a ten month basis shall be paid in twenty semi-monthly installments, payable on the 15th and 30th day of each month.

B. Subject to administrative feasibility, a teacher may authorize periodic salary deductions in accordance with law.

C. When payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day. Each teacher shall receive his/her final check on the last working day specified by the school calendar, following completion of all duties and obligations relating to the closing of the school year.

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

1. Courses shall have been given at an accredited institution as approved by the State Department of Education.
2. Courses shall be those offered for the attainment of a graduate degree or those specialized courses directly related to the teacher's duties as approved by the

Superintendent.

3. Successful completion of the course of study shall be designated by a degree or certification by the institution.

4. To effect a salary adjustment, the teacher must submit written evidence of having met the above requirements, including transcript records. The records must be submitted before September 1 to be eligible for a salary adjustment in the fall semester and before February 1 to be eligible for a salary adjustment in the spring semester.

**ARTICLE 22
PROVISIONS APPLICABLE TO NONTENURED TEACHERS**

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

**ARTICLE 23
INSURANCE PROTECTION**

A. The following benefits will be provided:

MEDICAL INSURANCE

For the duration of this agreement, the Board will pay an amount equal to the premium cost in effect during the 1991-1992 and 1992-1993 school years for maintaining appropriate coverage (i.e., single, husband-wife, parent-child or family) under the New Jersey State Health Benefits Plan.

PRESCRIPTION INSURANCE

For the duration of this agreement, the Board will pay an amount equal to the premium cost in effect during the 1991-1992 and 1992-1993 school years for maintaining appropriate

coverage (i.e., single, husband-wife, parent-child or family) under the current prescription program.

DENTAL INSURANCE

For the duration of this agreement, the Board will pay an amount equal to the premium cost in effect during the 1991-1992 and 1992-1993 school years for maintaining employee only coverage under the current dental program.

OPTICAL BENEFIT

For the duration of this agreement, the Board will reimburse up to \$100. per year towards the cost of eye exams and prescription corrective lenses for the teacher.

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

**ARTICLE 24
BENEFIT ELIGIBILITY**

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

**ARTICLE 25
FULLY BARGAINED AGREEMENT**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were, or could have been, the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter,

whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either, or both, parties at the time they negotiated or signed this Agreement.

**ARTICLE 26
SEVERABILITY**

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

**ARTICLE 27
DURATION**

The terms of this Agreement shall be effective July 1, 1991 through June 30, 1993.



BOARD PRESIDENT



ASSOCIATION PRESIDENT



BUSINESS ADMINISTRATOR/
BOARD SECRETARY



NEGOTIATION CHAIR

GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT

INSTRUCTIONAL SALARY SCHEDULES 1991-92 AND 1992-93

STEPS	1990-91 BA	1991-92 BA	1992-93 BA
1	21,768	23,270	24,210
2	22,468	23,970	24,960
3	23,220	24,670	25,710
4	23,973	25,425	26,460
5	24,725	26,180	27,270
6	25,531	26,950	28,080
7	26,338	27,830	28,900
8	27,144	28,710	29,850
9	28,004	29,590	30,790
10	28,864	30,525	31,735
11	29,724	31,460	32,740
12	30,638	32,400	33,740
13	31,551	33,395	34,750
14	32,465	34,390	35,815
15	33,433	35,385	36,885

* Any instructional staff member on Step #15 at the conclusion of the 1991-92 school year receives a raise of \$2,565/Total - \$37,950.

1991-92 Range - \$2,202-\$2,920

1992-93 Range - \$1,690-\$2,495

GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT

TEACHER SALARY GUIDE

1991-92

Step	B. A.	B.A. +15	B.A. +30	M. A.	M.A. +15	M.A. +30
1	23,270	23,470	23,670	24,270	24,470	24,670
2	23,970	24,170	24,370	24,970	25,170	25,370
3	24,670	24,870	25,070	25,670	25,870	26,070
4	25,425	25,625	25,825	26,425	26,625	26,825
5	26,180	26,380	26,580	27,180	27,380	27,580
6	26,950	27,150	27,350	27,950	28,150	28,350
7	27,830	28,030	28,230	28,830	29,030	29,230
8	28,710	28,910	29,110	29,710	29,910	30,110
9	29,590	29,790	29,990	30,590	30,790	30,990
10	30,525	30,725	30,925	31,525	31,725	31,925
11	31,460	31,660	31,860	32,460	32,660	32,860
12	32,400	32,600	32,800	33,400	33,600	33,800
13	33,395	33,595	33,795	34,395	34,595	34,795
14	34,390	34,590	34,790	35,390	35,590	35,790
15	35,385	35,585	35,785	36,385	36,585	36,785

*Any instructional staff member on Step #15 at the conclusion of the 1991-92 school year receives a raise of \$2,565.

DJM
6/18/92

Adopted June 17, 1992

GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT

TEACHER SALARY GUIDE

1992-93

Step	B.A.	B.A. +15	B.A. +30	M.A.	M.A. +15	M.A. +30
1	24,210	24,410	24,610	25,210	25,410	25,610
2	24,960	25,160	25,360	25,960	26,160	26,360
3	25,710	25,910	26,110	26,710	26,910	27,110
4	26,460	26,660	26,860	27,460	27,660	27,860
5	27,270	27,470	27,670	28,270	28,470	28,670
6	28,080	28,280	28,480	29,080	29,280	29,480
7	28,900	29,100	29,300	29,900	30,100	30,300
8	29,850	30,050	30,250	30,850	31,050	31,250
9	30,790	30,990	31,190	31,790	31,990	32,190
10	31,735	31,935	32,135	32,735	32,935	33,135
11	32,740	32,940	33,140	33,740	33,940	34,140
12	33,740	33,940	34,140	34,740	34,940	35,140
13	34,750	34,950	35,150	35,750	35,950	36,150
14	35,815	36,015	36,215	36,815	37,015	37,215
15	36,885	37,085	37,285	37,885	38,085	38,285

DJM
6/18/92

Adopted June 17, 1992

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