

MAY 26, 2005

AGREEMENT
between
THE GATEWAY REGIONAL BOARD OF EDUCATION
and
THE GATEWAY REGIONAL EDUCATION ASSOCIATION

JULY 1, 2004 THROUGH JUNE 30, 2007

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**ARTICLE 1
RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all certificated teaching staff members under contract, school nurses, guidance counselors, all athletic and co-curricular personnel and instructional aides, but excluding the Superintendent of Schools, principals, vice principals, guidance directors, instructional supervisors, managerial executives, supervisors, including Supervising Athletic Director, Child Study Team Personnel with the exception of the current Learning Disability Specialist in the high school, confidential personnel, all support employees not listed in the inclusions above and all substitutes.
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to teachers shall include both males and females.
- C. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to employees shall include both males and females.

**ARTICLE 2
NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach an agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall not begin later than December 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall, upon request, make available to the Association for inspection, all public pertinent records, data and information of the Gateway Regional School District.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party, the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.
- D. 1. Representatives of the Board and the Association's negotiating committee shall meet at mutually agreeable times for the purpose of reviewing the

administration of the agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

2. All meetings between the parties shall be regularly scheduled to take place when the teachers involved are free from assigned instructional responsibilities.
3. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this agreement, with any employee organization other than the Association for the duration of this agreement.

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

ARTICLE 3 MANAGEMENT RIGHTS

The Gateway Regional Board of Education on its behalf and on behalf of the electors of the district hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey and of the United States, including:

- A. The right to hire, promote, assign, reassign, transfer, appoint, or retain employees in positions within the school district and to suspend, demote, discharge or take other disciplinary action against them for cause.
- B. To take necessary actions to abolish positions when needed to maintain the efficiency of the school district.
- C. To determine the methods, means, personnel and systems by which all school district operations are to be conducted.
- D. To maintain the executive management and administrative control of the school system over its properties and facilities.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices and 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.

ARTICLE 4 WORK CONTINUITY

The Gateway Regional Education Association agrees that during the duration of this agreement there shall be no strikes, work stoppages, or other concerted refusal to perform work by employees covered by this agreement.

ARTICLE 5 GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or applications of any of the provisions of this agreement.
2. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instance: The failure or refusal of the Board to renew a contract of a non-tenure teacher.

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 affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The parties further agree that time constraints of this procedure are to be considered as maximums and the failure of the Board or Association to process any grievance according to the time limits contained in the procedure below will render the grievance settled in favor of the Board or the grievant/Association.

C. Procedures

1. Grievances shall be processed promptly and expeditiously.
2. Formal grievances and appeals shall be filed in writing.
3. Communications and decisions concerning formal grievances shall be in writing.
4. A grievant shall be permitted a representative at all levels.
5. Grievances shall be adjudicated according to the terms of this procedure and the filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operations of any of the activities or functions of the Board.

6. Forms for grievance processing shall be developed between the parties and shall be mutually agreed by the parties and distributed on an as needed basis by either party.
7. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
8. Notice of hearings shall be given to the grievant at least five (5) days in advance and such hearings shall be held on mutually agreeable premises.
9. The parties agree that whenever the term "day" is referred to in this agreement, that term shall refer to calendar days.
10. All grievances must be processed by the last day of the school year. If a grievance is not completely processed by the last day of any school year then that grievance shall be held over until the first day of the next school year. Any time limits on that grievance based upon the step the grievance is in on the last day of the school year will be frozen until the first day of the next school year when the days in questions as they apply to time limits will again be counted.

Calendar days will be calculated except for school calendar holidays and specific days when Christmas and Easter breaks are observed in the school calendar.

D. Processing

1. Level One

The aggrieved shall first discuss it informally with their principal within twenty (20) days of the occurrence of the alleged events leading to the grievance. The principal shall review any facts presented by the aggrieved and shall render a decision to the aggrieved within seven (7) days of the actual receipt of the grievance.

2. Level Two

If the aggrieved is not satisfied with the disposition of the grievance at Level One, he/she may submit the grievance to the building principal, in writing, within seven (7) days after receiving the decision of the principal. The building principal will investigate the information presented and will prepare a written decision within seven (7) days after receipt of the appeal.

3. Level Three

If the aggrieved is not satisfied with the disposition of the grievance at Level Two, he/she may submit the grievance, in writing, to the Superintendent, within seven (7) days after receiving the decision of the building principal. The

Superintendent will investigate the information presented and will prepare a written decision within seven (7) days after receipt of the appeal.

4. Level Four

If the aggrieved is not satisfied with the disposition of the grievance at Level Three, the aggrieved may submit the grievance to the Board of Education, in writing, within ten (10) days after receiving the written decision of the Superintendent in Level Three. The Board of Education shall review the information provided at its next regularly scheduled meeting and the grievant and his/her representatives shall have a right to an appearance before the Board at that meeting. The Board shall render a decision in writing within 15 days from the date of the meeting.

5. Level Five

- a. If the Association is not satisfied with the disposition of the grievance by the Board at Level 4, it may submit the grievance to arbitration within fifteen (15) days of the decision by the Board. If during this period the Association determines to proceed, it must notify the Superintendent in writing and submit a request to the Public Employment Relations Commission for the submission of an initial list of arbitrators. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the specified period, the parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- b. The arbitrator so selected shall confer with the representatives of the Board and the PR and R Committee and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- c. The arbitrator must first rule on the arbitrability of the grievance if so requested by either party.
- d. The cost for the services of the arbitrator, including per diem expenses, if any, and actual necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

**ARTICLE 6
TEACHER RIGHTS**

- A. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other professional activities for mutual aid, protection and improvement. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitution of the State of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms and conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in activities of the Association and its affiliates collective negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under this agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be prevented from wearing a membership pin, charm or other identification of membership in the Association or its affiliates.

**ARTICLE 7
ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time, all available information concerning the financial resources of the district, including but not limited to; annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, minutes of all Board meetings, census data, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint. The Association shall request only information which the Board is required by law to release.
- B. Whenever any representatives of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings he/she shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association

business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

- D. The Association and its representatives shall have the right to request use of school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of such meetings.
- E.
 1. The Association may have the right to utilize school facilities provided a request for the utilization of such facilities is submitted to the building principal. The request shall enumerate the type of facility that is to be utilized, specifically typewriters, mimeograph machines or duplicating equipment. If the principal determines that the machines are otherwise not engaged and the facilities are available for Association use, the Association may then utilize the equipment provided the Association presents to the principal payment for the cost of all materials and supplies that are to be utilized in conjunction with the facilities or equipment. The approval and payment must be obtained prior to the utilization of facilities or equipment.
 2. When using the computer printer terminal, the cost shall be computed on the following basis: 10% of the cost of the equipment per month, pro-rated for daily use. The Board will also present the Association with a table of cost for materials on an annual basis (yearly - 10 months).
- F. The Association only shall have, in each school building, the exclusive use of bulletin boards in faculty lounge and teachers dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principals, but approval shall not be required.
- G. The Association shall have the right to use the intraschool mail facilities and school mailboxes. The building principal shall be notified of the facilities use and shall be given a copy of materials to be placed in the above facilities.
- H. The rights, privileges and responsibilities of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other employee organization.

ARTICLE 8 NON-TEACHING DUTIES

To the best of the Superintendent's ability, teachers shall be freed of non-teaching duties which infringe upon teaching time.

ARTICLE 9
TEACHING HOURS AND TEACHING LOAD

A. Length of Day

Effective July 1, 2002, the in-school teacher day shall be eight periods. Such day shall not exceed seven hours and three minutes and shall include a duty-free lunch. Each instruction period shall be 43 minutes. The in-school teacher day shall begin five (5) minutes before the opening of the pupils' school day and shall end five (5) minutes after the close of the pupils' school day. On Fridays or on days preceding holidays or vacations, the teachers' day may end at the close of the pupils' day.

B. Teaching, Duty, Preparation and Professional Periods

1. Effective June 30, 2004: Teaching staff hired on or before January 1, 1999, shall be eligible to be assigned up to 30 teaching periods in any week at no additional salary compensation. No such teacher shall be assigned more than 25 teaching periods in any week in more than one year in each two-year period beginning with the 2004-2005 school year. In the second year, a teacher may volunteer to teach more than 25 teaching periods in any week but, if they are so assigned, that year shall be treated, for the purpose of the preceding sentence, as if they had not been so assigned. If a teacher teaches a sixth period in that second year, he/she shall be compensated at the rate of \$2,500 per year.
2. Teaching staff hired after January 1, 1999, shall be eligible to be assigned up to 30 teaching periods in any week at no additional salary compensation. Teaching staff hired after January 1, 1999, will not be assigned more than 25 teaching periods in any week until they have completed, at a minimum, one full semester of teaching experience in the profession, unless they should choose to waive this limitation without compensation.
3. The following provisions are effective July 1, 2002 and are applicable to all teaching staff members:
 - a. Teachers who are assigned to 25 teaching periods in any week shall also be assigned to five duty periods, five preparation periods and five professional periods.
 - b. Teachers who are assigned to 26 teaching periods in any week shall also be assigned to four duty periods, five preparation periods and five professional periods.
 - c. Teachers who assigned to 27 teaching periods in any week shall also be assigned to three duty periods, six preparation periods and four professional periods.
 - d. Teachers who are assigned to 28 teaching periods in any week shall

also be assigned to two duty periods, seven preparation periods and three professional periods.

- e. Teachers who are assigned to 29 teaching periods in any week shall also be assigned to one duty period, nine preparation periods and two professional periods.
 - f. Teachers who are assigned to 30 teaching periods in any week shall also be assigned to nine preparation periods and one professional period.
 - g. A professional period may include teacher/supervisor contacts, teacher/parent contacts and other professional duties as assigned but may not include direct instruction of students or pupil supervision except as limited in the next sentence. A teacher with a professional period may be assigned up to six (6) times per year to a class coverage with no additional compensation.
 - h. A "week" is defined as five full-length instructional days as defined above.
 - i. Effective July 1, 2002, the Board shall make every reasonable effort to limit the number of preparations to three (3) in a day. In any event, the maximum number of preparations for a teacher shall be four (4) in one day. The parties recognize that special circumstances make a preparations limit impossible to devise for the following teachers: World Language, Family and Consumer Science, Art, Music, Technology Education, Title 1 and Special Education. The Board recognizes that it is desirable to take into consideration the number of preparations for these teachers.
- C. The Board and the Association recognize and agree that the teachers' responsibility to the students, community and profession generally entails the performance of duty and the expenditure of time and service beyond classroom duty hours. However, teachers shall be required to attend only "Back-to-School Night" annually without additional compensation.
- D. Unexcused lateness or early leave will be reported to the Superintendent. Flagrant violation will be grounds for suspension or dismissal.
- E. The agenda for any meeting of teachers shall be given to the teachers involved as soon as possible prior to the meeting except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

**ARTICLE 10
TEACHER EMPLOYMENT**

- A. 1. Each teacher shall be placed on the proper step of the salary schedule as of the beginning of the school year in accordance with paragraph 2. below.
- a. In order to be eligible for an increment, a full-time unit member must have worked or been on approved paid leaves of absence under the terms of this contract at least ninety-four (94) or more days or a full semester during the contract year.
 - b.
 - (1) Any unit member who is scheduled to work less than five (5) days per week must have worked or been on approved paid leaves of absence under the terms of this contract at least seventy (70) days to earn an increment.
 - (2) If the total number of days for a less-than five day-a-week employee is less than seventy (70) days, the actual days worked plus paid leave days shall carry over to the next work year. In this event, the employee shall be eligible to receive an increment on the September 1 following the completion of the 70th day.
 - (3) If there are days over and above the required seventy (70) days at the time an increment is granted to an employee under (1) or (2) above, the excess time earned in that year will count towards the next increment.
2. For purposes of placement on the salary guide, credit for years of experience in teaching in a duly accredited school shall be given on a year-for-year basis up to the tenth (10th) year. Credit for teaching experience beyond the tenth (10th) year shall be at the discretion of the Board. But in no event shall the Board pay a new employee a salary not represented in the salary guide or inappropriate for the level of that employee's education.
- B. Teachers with previous teaching experience in the Gateway Regional High School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA or National Teacher Training Corps work and time spent on a Fulbright Scholarship.
- C. Previously accumulated unused leave days from this system will be restored to all returning teachers.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30.
- E. All teachers shall be given written notice of their class and/or subject assignments for the forthcoming year not later than May 30. In the event that changes in such

assignments become necessary, any teacher affected shall be notified as soon as possible.

ARTICLE 11 POSTING VACANCIES

- A. Notice of a vacancy shall be posted and a copy sent to the Association President prior to public notification.
- B. The notice shall be posted on the high school office bulletin board for eight (8) days and a copy of the notice shall be sent to the Association President.

ARTICLE 12 TEACHER-ADMINISTRATION LIAISON

The Association shall be represented by a Liaison Committee which shall meet with the Principal and/or the Superintendent at least once a month during the school day for the duration of the school year to review and discuss local school programs and practices and to play an active role in the revision or development of building practices.

ARTICLE 13 CURRICULUM IMPROVEMENT

In the matters of curriculum improvement, teacher recommendation shall be made to Instructional Supervisors. Recommendations should be approved by members of a Department before presentation to Administration.

ARTICLE 14 SICK LEAVE

- A.
 - 1. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. In the event a teacher is employed for a period less than a full school year, he/she shall be entitled to one (1) day of sick leave for each month of employment.
 - 2. In the event a teacher who has accumulated sick leave qualifies for a service, age or disability retirement under the New Jersey State pension plan and notifies the Board of Education on or before December 15th of the school budget year in which he or she retires, the Board shall make payment at the beginning of the next school budget year to that teacher in the following amounts:

through 200 days

\$40 per day

In the event a teacher does not provide the aforementioned notice by December 15th of the school budget year in which he or she plans to retire, the aforementioned payments shall be made at the beginning of the school budget year next following the year in which payment would have been made had timely notice been provided. Should a teacher die any time prior to receipt of such payment, payment shall be made to his or her estate.

B. The parties agree to abide by the provisions of N.J.S.A. 18A:30-6.:

"N.J.S.A. 18A:30-6. Prolonged absence beyond sick leave period

When absence, under the circumstances described in section 18A:30-1 of this article, exceeds the annual sick leave and the accumulated sick leave, the board of education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200 of the annual salary."

ARTICLE 15 TEMPORARY LEAVES OF ABSENCE

A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. One (1) day leave of absence for personal, legal business, household or family matters, which require absence during school hours. Effective September 1, 1996, there shall be two (2) such days. Application to the teacher's principal for personal leave shall be made at least one (1) week, (seven [7] days), before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section. Personal days not to be taken the day before or the day after a holiday or on an in-service day. Emergency cases covered in paragraph 5. below. Additional personal days may be granted by the Superintendent with reason.
 - a. At the conclusion of each school year, any unused personal leave day shall be added to the employee's accumulated sick leave.
2. Time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.
3.
 - a. Up to a maximum of five (5) days at any one time immediately following the death of a member of a teacher's immediate family, defined as spouse, child, foster child, grandchild, grandparent, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, brother, sister.

b. Teachers shall be granted one (1) day in the event of death of a teacher's friend or relative outside the immediate family as defined above. In the event of the death of a teacher or student in the Gateway School District, the principal and immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

c. Up to three (3) days in any year in the event of a critical illness of a member of the teacher's immediate family. The parties agree that the term "critical" illness refers to those situations where an employee or a member of the employee's immediate family is substantially incapacitated. In the above situations, the person(s) shall be under the care of a physician and unable to care for themselves.

4. Time necessary for persons called into temporary duty of any unit of the United States Reserves of the State National Guards, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his/her regular pay, less the cost of a substitute. It is clearly understood that this is not to apply in the case of a six (6) month active duty call-up.

5. Other leaves of absence with pay may be granted by the Board of Education for good reason with the recommendation of the Superintendent of Schools. Any recommendation shall be at the discretion of the Superintendent and this decision on such recommendation shall be final and binding and not subject to the Grievance Procedure of this Agreement. Said decision shall be in writing.

B. Leaves taken pursuant to Section A. above, shall be in addition to any sick leave which the teacher is entitled.

ARTICLE 16 EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to two (2) years shall be granted to any tenured teacher who joins any federal government approval action program, National Teacher Corps, or serves as an exchange teacher overseas and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

B. Military leaves without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States of the period of said induction or initial enlistment, or to the spouse, under tenure, of any teacher who is so inducted or who enlists to join him/her for the period of special training in preparation for duty overseas in combat zones.

C. Disability Leave

1. Any teacher who anticipates undergoing a state of disability such as but not limited to surgery, hospital confinement, medical treatment or pregnancy, may apply for a leave of absence based upon said anticipated disability in accordance with provisions hereinafter set forth.
2. All teachers anticipating a state of disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition which may result in disability is known.
 - a. In the case of anticipated disability due to childbirth, the teacher must request a leave of absence under this section at least ninety (90) days prior to the anticipated delivery date.
3. The teacher requesting a leave under the provisions of Paragraph C. shall specify in writing the anticipated date on which he or she wishes to commence said anticipated leave and the date on which he or she wishes to return to employment following recovery from said disability.
4. The teacher requesting leave under Paragraph C. must produce a statement from his or her physician stating that the teacher is or will be disabled pursuant to Section C.1. The statement must include anticipated commencement and termination dates for said disability.
5. The Board may request that its physician, or a physician of its choosing, confer with the teacher's physician. The Board may require, with cause, the teacher to be examined by its own physician if recommended by the Board's physician after said conference. Said examination will be at the Board's expense.
6. In all cases where there is a dispute or difference of opinion between the teacher's physician and the Board's physician, the two doctors will select a third, and the parties will be governed by the opinion of the third physician. The expense of the third physician will be borne by the Board.
7. If the provisions of the foregoing sections have been met, the Board shall grant an unpaid leave of absence to a tenured teacher up to the balance of the year which concludes on June 30 and for one (1) additional year, if necessary.
8. During the period of actual disability, a teacher may use accumulated sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 et seq.
9. Any pregnant teacher will be deemed eligible for sick leave to the extent allowable or to utilize accumulated sick leave twenty (20) working days prior to the expected date of birth (whichever date last occurs) and shall continue until twenty (20) working days after the date of birth. If an employee shall file a certificate from her physician that she is disabled beyond the times stated as a consequence of an abnormal pregnancy or birth, she shall be paid sick leave for the period of time she is so disabled.

10. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before the person is permitted to return from disability leave.
11. Except as provided above, no teacher shall be barred from returning to duty after the birth of the person's child solely on the ground that there has not been a specified time lapse between the birth and the employee's desired date of return.
12. No teacher shall be required to leave work because of her pregnancy at any specific time prior to expected birth nor be prevented from returning to work after birth solely on the grounds that there has not been a lapse of specific duration between child birth and the desired return date.

D. Child Care Leaves

1. A non-tenured employee shall only be entitled to a leave up to the expiration of his/her contract.
2. Tenured approved leaves of absence shall run from their commencement date until the end of that school year or any marking period within the year requested by the employee. These leaves of absence may be extended for the subsequent school year or any number of consecutive marking periods in that year by applying to the Superintendent of Schools by April 1st of the initial leave year or within thirty (30) days after the date of birth or adoption, whichever is later. No further extensions shall be granted.
3. Nothing herein shall prevent the employee and the Board from agreeing that a tenured teacher may return on other than the beginning of a marking period if such earlier return is administratively convenient to the Board. Such decision is not grievable. Any change in the return date shall be submitted in writing to the Superintendent sixty (60) days prior to the return.
4. Application
 - a. Application for child-rearing leave shall be made by the teacher to the Superintendent at least ninety (90) days prior to the anticipated birth of the child.
 - b. Any teacher adopting a child shall be granted a child-rearing leave in conformity with the provisions of D.1. or D.2. as relevant, which shall commence upon the date such employee obtains custody of the child. Since such date of custody cannot be predicted in all cases, notices shall be given to the Superintendent at least ninety (90) days prior to the anticipated date of custody if possible and, if not, as soon as practicable.

The expiration of all child-rearing leaves shall coincide with the beginning of the next school year unless a tenured teacher is permitted to return at another time under the provisions of D.3. above.

5. Child-rearing leave time shall not be credited toward seniority nor shall the time involved in such leave be counted toward the fulfillment of the time requirements for acquiring tenure.
 6. The Board and the principal assume no responsibility for reassigning the teacher to the same classroom or the same grade.
 7. A teacher on a voluntary leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.
- E. All other extended leaves (except child-care leaves) shall terminate at the first day of the last or 2nd semester.

ARTICLE 17 SABBATICAL LEAVES

- A. A sabbatical leave shall be granted to a teacher by the Board for approved graduate study, including study in another area of specialization, or for other reasons of value to the school System, subject to the following conditions:
1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to not more than two (2) teachers in any one school year. Sabbatical leaves are for one full year only.
 2. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent no later than December 1, and the action must be taken on all such requests no later than March 1 of the school year preceding the school year for which the sabbatical leave is requested and the teacher shall be notified in writing of such action.
 3. The teacher has completed at least seven (7) full school years of service in the Gateway Regional School District.
 4. A teacher on sabbatical leave shall be paid by the Board at fifty percent (50%) of the salary rate which he/she would have received if he/she had remained on active duty.
 5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

6. A teacher who is granted a sabbatical agrees to return to Gateway for a period of at least two (2) contract years after his/her sabbatical leave. In order to be granted a sabbatical leave, the teacher shall sign a promissory note indicating his/her obligation to repay the District in the event that he/she does fail to continue working for at least two contract years after his/her sabbatical leave.
 7. To be eligible for a second sabbatical leave, a teacher must complete another seven (7) full years of service in the Gateway Regional School District.
 8. A teacher who is granted sabbatical leave shall take a minimum of twelve (12) graduate credits.
 9. Teachers on sabbatical leave are not considered on active duty but nevertheless will be eligible for co-curricular assignments, if mutually agreed upon.
- B. Before any teacher becomes entitled to a second sabbatical leave, eligible teachers who have never received sabbatical leave will be given preference.

ARTICLE 18 CLASS COVERAGE

It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their preparation period. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers shall be paid at the class coverage rate set forth in Appendix D. whenever the extra assignments cause them to give up their preparation period or to teach more than their regularly assigned work periods.

ARTICLE 19 PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The parties agree that the following is their educational improvement program:
1. To pay one-half (1/2) of the cost of the tuition incurred in connection with courses beyond the Bachelor Degree which aid in the performing or improving of teacher duties. The Superintendent of Schools or his/her designee has the right to review the course reimbursement requests prior to enrollment and reimbursement will be granted if approved by the Superintendent. No specific course grade shall be required for a tuition refund. Claims for tuition reimbursement shall only be honored if they are made within sixty days of the conclusion of the course for which reimbursement is sought. If the teacher can establish that he/she has not yet received a grade, the deadline will be extended to the teacher's grade receipt.

This provision does not apply to those granted sabbatical leave under Article 17 of this Agreement.

2. Reimbursement for all course work shall be paid within thirty (30) days of the first board meeting following the employee's presentation of proper documentation, provided that documentation is filed at least five (5) days prior to the Board meeting. Furthermore, any employee who terminates employment with the Board of Education before such payment is made shall forfeit any amounts due under this subsection.
 3. In instances where the Superintendent agrees with a request for funding for an undergraduate course, the Board of Education will reimburse 100% of the tuition cost associated with taking the approved course.
 4. Coursework taken on the undergraduate level, following the receipt of an undergraduate degree, will not count for credential placement shifts on the guide.
 5. Undergraduate coursework taken with the approval and included in the Professional Improvement Plan of the employee may be counted toward the current 100 hour requirement for professional improvement.
 6. Workshops, seminars, in-service training sessions or other sessions approved by the Superintendent will be paid in full.
 7. To cooperate with the Association in arranging in-service course, workshops, conferences and programs designed to improve the quality of instruction.
 8. To establish and maintain a professional library for use by the professional staff for professional development and educational improvement. The Board shall provide space for housing said books and materials in convenient and readily accessible locations.
- B. Effective July 1, 2005, the Board agrees to withhold from the mentee the State-mandated mentoring fee in equal installments throughout the year and forward that amount to the mentor semi-monthly (15th/30th).

ARTICLE 20 PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. A teacher may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance or threatening physical injury to others, or to obtain possessions of weapons or other dangerous objects upon the person or within control of a pupil.

- C. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his/her employment or salary status, the Board of Education shall reimburse him/her the cost of his/her defense if the action is dismissed or results in a final decision in favor of the teacher.
- D.
 1. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his/her duties.
 2. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.
 3. Benefits derived under this or subsequent agreements shall continue beyond the period of any Workmen's Compensation until the complete recovery of any teacher when absence arises out of or from assault or injury.
- E.
 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
 2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police and the courts.
- F. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, such teacher may request the Board to furnish legal counsel, if the teacher prevails in the proceeding, then the Board shall reimburse the teacher for reasonable counsel fees incurred by his/her own defense.
- G. The Board shall reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher, as a result of an assault, while on duty in the school, on the school premises, or in a school sponsored activity.

**ARTICLE 21
COMPLAINT PROCEDURE**

Complaints concerning school and/or staff shall be followed as written in Board Policy #1312.

**ARTICLE 22
DEDUCTION FROM SALARY**

- A.
 1. The Board agrees to deduct from the salaries of its teachers dues for the Gateway Regional Education Association, the New Jersey Education Association, the National Education Association, or any one or any

combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15, 9e) and under rules established by the State Department of Education. Money for dues to all education associations above shall be paid directly to the N.J.E.A. by the 15th of each month following the monthly pay period in which deductions were made.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. The Board of Education will deduct a designated percentage of the semi-monthly salary of each teacher who authorizes it. Employees shall make the designation of whether they desire such a deduction and the percentage to be deducted by September 10 of each year. Employees hired after September 10 shall make the designation at the time of hire. The money deducted will be deposited in the ABCO Public Employees Federal Credit Union in an interest bearing account in the name of each individual teacher. Deductions will be made on a semi-monthly basis. No cancellations will be permitted until the ten (10) month period ends.

It will be the responsibility of the Association to act as the agent for the purpose of signing up members and collecting membership dues for the ABCO Public Employees Federal Credit Union.

**BOARD OF EDUCATION
GATEWAY REGIONAL HIGH SCHOOL DISTRICT
CREDIT UNION DEDUCTION PLAN**

I, _____, hereby authorize the deduction of _____ percent (%) of my monthly salary for the Credit Union Deduction Plan for a period not less than ten (10) months or more. Deductions will be made on a monthly basis. No cancellations will be permitted until the ten (10) month period ends. Money deducted will be deposited to my interest bearing account with the ABCO Public Employees Federal Credit Union. I agree to become a member at my own expense. This deduction will be for the _____ percent (%) Credit Union Deduction Plan only. No other deduction will be permitted whatsoever.

Signature

Date

Payment to ABCO will be made by the first of the month following deduction from salary.

**ARTICLE 23
MISCELLANEOUS PROVISIONS**

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or

application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter, executed shall be subject to and consistent with this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or disciplining of teachers or in the application or administration of this Agreement on the basis of race, creed, color, age, religion, national origin, sex, domicile, marital status or handicap.
- D. Copies of this Agreement shall be provided to the Board and the Association in as many copies as shall be mutually agreed upon. Costs of publication and distribution shall be borne equally by the parties to this Agreement.

ARTICLE 24 SUPERVISION OF STUDENT TEACHERS

- A. The Board and the Association mutually recognize that the education of children of Gateway Regional High School District is their primary responsibility. The Board and the Association further recognize their responsibility to assist in the effective training of future teachers under the highest standards.
- B. Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program. No teacher shall have a student teacher under his/her supervision unless said teacher has had three (3) years of successful teaching experience. In the event that the previous conditions cannot be met, the Superintendent shall use his/her judgment for assigning a student teacher to a teacher without three (3) years satisfactory experience.

ARTICLE 25 WORK YEAR

- A. The Board agrees that when the school calendar is set up, it will:
 - 1. Consider all legal holidays as set forth by state legislation; and
 - 2. Submit the proposed calendar to the Association for review before it is adopted by the Board.
- B. The parties agree that the teacher work year shall be one hundred and eighty-eight (188) days and that two (2) of those days shall be devoted to attendance at the N.J.E.A. Convention which shall be mandatory in accordance with existing statutory

law. Any snow days that occur, will be added, at the end of the year, at the discretion of the Board of Education.

ARTICLE 26 SCHOOL FACILITIES

The Board shall provide a place where all represented employees may work and store personal belongings.

ARTICLE 27 SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in the Salary Guides attached hereto and incorporated as Appendix B.
- B.
 - 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
 - 2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
 - 3. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day, except in the event of deviation from the approved school calendar.
 - 4. Teachers shall receive their final checks on the last working day in June.
 - 5. Payment for the co-curricular activities will be made at the end of the activity; fall sports on or before December 15, winter sports on or before March 15th, spring sports on or before June 15th. Full years activities shall be paid in two (2) installments unless requested otherwise.
- C. If an annually contracted employee separates from the District on a date other than the last working day of the school year, the following computational method shall be used. The last gross pay shall equal: The number of days worked by the employee in the pay period including paid leave days divided by the number of possible work days in the pay period times 1/20th of the annual salary.

ARTICLE 28 INSURANCE PROTECTION

- A.
 - 1.
 - a. Effective July 1, 1998, employees enrolled in Patriot X/Liberty A shall pay 4.25% of the difference in premium each year between the single premium and the premium at any other enrollment than single. There is no employee contribution for single coverage.

- b. Effective July 1, 2001, the maximum annual Board contribution to any health/hospitalization insurance option shall be the actual annual Board contribution at each enrollment level for Patriot X/Liberty A for each year of the contract as calculated under A. 1. a. above. There shall be no maximum Board contribution for single coverage. The covered employee shall be responsible for the balance of the premium through payroll deduction. This maximum annual Board contribution at each enrollment level (except single) shall be the maximum Board contribution unless and until changed by the parties in writing.
- c. Employee contributions shall be by payroll deduction.

- 2. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to insure uninterrupted participation in coverage.
- 3. There shall be a clear description of conditions and limits of coverage included in the plan.
- 4. Effective on the first of a month following the mutual ratification of the 2004-2007 Memorandum of Agreement, the Patriot X plan shall be modified by the changes identified as Option 4. Under Option 4, the specialist co-pay shall be \$25 and the emergency room visit co-pay shall be \$50.

B. For teachers not entitled to family coverage because of single status or because of parent/child status (not in a family situation waiving family insurance or covered by E. below), the Board shall provide \$400 toward any Board approved disability plan.

C. 1. Effective July 1, 2001, the Board of Education will provide a prescription drug program with a \$5 Generic, \$10 Brand Name, \$25 Preferred Drug Exclusionary List, with oral contraceptives included. Program to be the AETNA/US HEALTHCARE Rider coverage or equal. Coverage under the above shall become effective upon plan acceptance by the provider. The Board's maximum responsibility shall remain as set forth in 2. below. Effective on the first of a month following mutual ratification of the 2004-2007 Memorandum of Agreement, the prescription co-pays shall be \$10 Generic, \$15 Brand Name, \$30 Preferred Drug Exclusionary List, with oral contraceptives included.

2. Effective July 1, 2004, the Board shall pay a maximum contribution to an eligible employee's premium as follows:

Single	\$912.80
Parent/child	\$1445.80
Husband/wife	\$1638.80

Family \$2197.88

Effective January 1, 2006, if prescription insurance premiums increase by 10% or more, the Board's contribution as defined above, shall increase by \$50 at each enrollment level and this new Board contribution at each enrollment level shall become the new maximum Board contribution.

If the premiums for prescription insurance exceed the Board's contribution under the preceding two paragraphs, the employee shall pay the balance over the course of the year.

- D. The maximum Board contribution to dental coverage on a per year, per employee basis shall be the actual premium in effect for 2001-2002 unless and until changed by the parties in writing. The rate in 2001-2002 was \$318.72. The plan so provided shall be the New Jersey Dental Service Plan Program II B, a copy of which has been provided to the parties. It is understood and agreed that the Board has the right to change carriers so long as substantially equal or better benefits are provided.

Effective after ratification of the 2004-2007 Agreement, dependent coverage will be available at employee cost.

- E. Employee payments shall be made by payroll deductions.

F. INSURANCE WAIVER PROVISION

1. There shall be a voluntary health insurance waiver plan for employees eligible to receive family or husband/wife coverage under A./C. or any enrollment level under D. above. Employees may waive health-hospitalization/prescription and dental; or may waive health-hospitalization/prescription only or dental only.
2. Each year, the Board shall provide appropriate forms to all employees covered by family or husband/wife coverage and to employees who are eligible to receive dental insurance. Said form will contain a final return date.
3. Employees who voluntarily elect to waive coverage shall be entitled to receive 30% of the Board's portion of the premium cost of the waived insurance.
4. Payment of the monies in 3. above shall be made by separate check before July 31 after the conclusion of the waived year.
5. Employees must waive such insurance for a full year (July 1 through June 30) to be eligible for said payment.
6. Employees who have no other comprehensive family or husband/wife insurance shall not be permitted to waive coverage under A. above.
7. An employee who waives coverage may re-enroll for the next year during the open enrollment period.

8. Employees shall be permitted to re-enroll in coverages under A./C above (not D.) in emergency situations during the year. The amount of the waiver payment shall be prorated to the amount of time that the relevant insurance was waived.
9. In order to protect all employees' insurance benefits from federal taxation because of agreement to this waiver plan, the Board shall file the necessary Section 125 paperwork and shall pay all administrative costs.
10. Section F shall expire at the close of business on June 30, 2007, unless and until the parties agree to continue it in writing.

ARTICLE 29 AGENCY FEE

Effective July 1, 2004, the Board of Education, pursuant to a proposal made by the Association under the terms of N.J.S.A. 34:13A-5.5, agrees to a representation fee in lieu of dues under the following terms:

A. PURPOSE OF THE FEE

If any employee does not become a member of the Association during any membership year which is covered in whole or in part this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

The representation fee to be paid by nonmembers/fee-payers will be pursuant to the determination of an impartial arbitrator in accordance with the law.

B. DETERMINATION OF FEE

Prior to the beginning of each membership year (September 1 through August 31), the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

Once during each membership year, but no later than October 1 of the year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current

year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2. below.

2. Payroll Deduction Schedule

The Board will deduct the full amount of the yearly representation fee in equal installments from the paychecks paid to each employee on the aforesaid list during the February through June period.

3. Termination of Employment

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

4. Mechanics

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

5. New Employees

Each month in which the Board hires a new unit member(s), the Board will notify the Association in writing of the name(s), job title(s) and date(s) of employment of the new employee(s).

D. INDEMNIFICATION

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

**ARTICLE 30
FULLY BARGAINED CLAUSE**

The parties agree that this Agreement constitutes their full and complete agreement on all matters that were negotiable and that there are no additional warranties, promises or guarantees other than those specifically contained in this Agreement. This Agreement incorporates the entire understanding of the parties concerning all matters that are terms and conditions of employment.

ARTICLE 31
SEVERABILITY CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision and application shall be deemed invalid and void, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE 32
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2004, and shall continue in full force and effect until June 30, 2007.

IN WITNESS WHEREOF, the parties hereof have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries and their corporate seals to be placed thereon, all on the day and year first above written.

GATEWAY REGIONAL
EDUCATION ASSOCIATION

GATEWAY REGIONAL
BOARD OF EDUCATION

President

President

Secretary

Secretary

APPENDIX A PAST PRACTICES

- A- 1 Teachers may leave the building/grounds during lunch/prep periods only with the permission of the principal or vice principals.
- A- 2 Teachers may apply for days off without pay once the personal days have been used. This will be done at the discretion of the Superintendent after proper forms have been filed and within the limits of the number of teachers out on any one day.
- A- 3 Head coaches are excused from attending after school faculty meetings during their season.
- A- 4 We, as teachers, are to set examples for our students. This we can do through our actions and behavior. If we wear proper attire, and are well groomed, then the students are more apt to follow our example. Please see that you are a good example.
- A- 5 A soda machine will be available in each faculty room. Machines will be restricted to those dispensing cans or bottles. The Association will be responsible for any damage to the machines or any claims by the company owning the machines.
- A- 6 Parking spaces will be provided for all teachers except in cases of emergencies.
- A- 7 Each September, all teachers will be notified by the central office of the number of unused sick days he/she has accumulated.
- A- 8 If no other activities are scheduled for the gym, a group of teachers may use that facility if the proper forms are filed with the central office.
- A- 9 If an administrator is not busy, a teacher need not have an appointment to see him/her.
- A-10 Teachers may use the phones in the main office and the guidance office to make school calls.
- A-11 Home Economics teachers are permitted to do school shopping on school time.
- A-12 In an emergency requiring a teacher's immediate presence, the teacher may leave during the day without penalty with the permission of the administration.

APPENDIX A, continued

- B-1 All teachers will report to school at the same time during mid-term and final examinations.
- B-2 Teachers will serve as chaperones on homeward bound school buses on the last day of school.
- B-3 Guidance counselors meet on evening hours on a flexible basis with 8th grade parents and students for preliminary scheduling. Arrangements for flexible working hours which will not include monetary compensation will be made with administrative permission.
- B-4 Administrative meetings -- devoted to the organization and operation of the school programs. Teachers are requested to reserve Monday (after school) for staff meetings.
- B-5 No more than three to four teachers shall be granted personal business days at one time. Additional teachers may be approved with permission of the Administration.

**APPENDIX B-1
SALARY GUIDE
2004-2005**

Yrs. of Exper. 6/30/04	STEP 03-04	STEP 04-05	BA	BA+15	BA+30	MA	MA+15	MA+30
				672	930	1751	1881	2093
0	***	1	40220	40892	41150	41971	42101	42313
1-2-3-4	F	2	40965	41637	41895	42716	42846	43058
5	G	3	41770	42442	42700	43521	43651	43863
6	H	4	42575	43247	43505	44326	44456	44668
7	I	5	43400	44072	44330	45151	45281	45493
8	J	6	44225	44897	45155	45976	46106	46318
9	K	7	45050	45722	45980	46801	46931	47143
10	L	8	45900	46572	46830	47651	47781	47993
11-13	M	9	47400	48072	48330	49151	49281	49493
14	N	10	49900	50572	50830	51651	51781	51993
15	N1	11	53900	54572	54830	55651	55781	55993
16	N2	12	59900	60572	60830	61651	61781	61993
17 or more	N3/O	13	68303	68975	69233	70054	70184	70396

APPENDIX B-2
SALARY GUIDE
2005-2006

Yrs. of Exper. 6/30/05	STEP 04-05	STEP 05--06	BA	BA+15	BA+30	MA	MA+15	MA+30
				696	963	1820	1927	2168
0	***	1	43000	43696	43963	44820	44927	45168
1	1	2	43100	43796	44063	44920	45027	45268
2-5	2	3	43240	43936	44203	45060	45167	45408
6	3	4	44280	44976	45243	46100	46207	46448
7	4	5	45330	46026	46293	47150	47257	47498
8	5	6	46380	47076	47343	48200	48307	48548
9	6	7	47440	48136	48403	49260	49367	49608
10	7	8	48500	49196	49463	50320	50427	50668
11	8	9	50500	51196	51463	52320	52427	52668
12-14	9	10	52500	53196	53463	54320	54427	54668
15	10	11	56500	57196	57463	58320	58427	58668
16	11	12	62000	62696	62963	63820	63927	64168
17 or more	12/13	13	70328	71024	71291	72148	72255	72496

APPENDIX B-3
SALARY GUIDE
2006-2007

Yrs. of Exper. 6/30/06	STEP 05-06	STEP 06-07	BA	BA+15	BA+30	MA	MA+15	MA+30
				725	950	1850	2000	2300
0	***	1	44044	44769	44994	45894	46044	46344
1	1	2	44600	45325	45550	46450	46600	46900
2	2	3	45200	45925	46150	47050	47200	47500
3-6	3	4	45840	46565	46790	47690	47840	48140
7	4	5	46970	47695	47920	48820	48970	49270
8	5	6	48100	48825	49050	49950	50100	50400
9	6	7	49250	49975	50200	51100	51250	51550
10	7	8	50400	51125	51350	52250	52400	52700
11	8	9	52400	53125	53350	54250	54400	54700
12	9	10	56000	56725	56950	57850	58000	58300
13-15	10	11	59000	59725	59950	60850	61000	61300
16	11	12	64000	64725	64950	65850	66000	66300
17 or more	12/13	13	72403	73128	73353	74253	74403	74703

APPENDIX C-1
CO-CURRICULAR AND ATHLETIC SALARY SCHEDULE

2004-2005

ATHLETICS	1	2	3	4	5
Asst. Athletic Director	3257	3464	3671	3877	4835
Football	4800	5100	5300	5500	7042
Asst. Football	2750	2900	3200	3500	4519
Basketball, Wrestling	4000	4200	4500	4900	5991
Asst.	2300	2500	2700	2900	4151
Hockey, Soccer, Track, Softball, Baseball, Swimming, Tennis	3500	3700	3900	4200	4992
Assistant	2100	2250	2400	2550	3731
Golf, Cross Country, Winter Track	2300	2500	2650	2900	4046
Assistant	1800	2000	2100	2200	2680
Cheerleading					
Fall	1500	1600	1700	1800	2102
Winter	1700	1800	1900	2000	2312

Trainer to be paid seasonally as follows: Fall - equal to Asst. Hockey, etc.

Winter - equal to Asst. Basketball, etc.

Spring - equal to Asst. Track, etc.

If the Athletic Trainer is a full-time teacher in the District, he/she shall be paid the per season rate above. If the person performing said duties is not a full-time teacher in the District, compensation shall be at the Board's discretion.

All coaches will attend 1 of 2 district offered sport clinics per year not to exceed 3 1/2 hours in length in lieu of a practice, match or game.

An assistant coach moving to a head coach position in the same sport shall not be compensated at a lower rate, but shall be placed at the first step greater than his/her previous stipend.

APPENDIX C-1
CO-CURRICULAR AND ATHLETIC SALARY SCHEDULE

2004-2005

	1	2	3	4	5
PERFORMING ARTS					
Band Director	2800	3000	3300	3600	4624
Band Front	1400	1500	1600	1800	2417
Choral Director	1600	1700	1850	2100	2733
Jazz Band	1000	1100	1200	1300	1839
Madrigals	1000	1200	1400	1600	2102
Concert Band	750	850	950	1050	1314

	1	2	3	4	5
MUSICAL					
Musical Director	1400	1600	1800	2100	2628
Drama Director	1400	1600	1800	2100	2628
Orchestra Director					1051
Rehearsal Accompanist	Only as additional person				893
Business Manager					1366
Costumes	350-946 Based upon need and				
Choreographer	350-946 administrative				
Stage Manager	350-946 approval				
Yearbook Editor	2600	2900	3200	3500	4204
Yearbook Business	950	1050	1150	1250	1471

	1	2	3	4	5
PLAY					
Drama	1000	1200	1400	1600	1839
Asst. Drama	600	700	800	900	1051

An assistant drama director moving to drama director shall not be compensated at a lower rate, but shall be placed at the first step greater than his/her previous stipend.

APPENDIX C-2
CO-CURRICULAR AND ATHLETIC SALARY SCHEDULE

2005-2006

ATHLETICS	1	2	3	4	5
Asst. Athletic Director	3257	3464	3671	3877	5076
Football	4800	5100	5300	5500	7394
Asst. Football	2750	2900	3200	3500	4745
Basketball, Wrestling	4000	4200	4500	4900	6290
Asst.	2300	2500	2700	2900	4359
Hockey, Soccer, Track, Softball, Baseball, Swimming, Tennis	3500	3700	3900	4200	5242
Assistant	2100	2250	2400	2550	3918
Golf, Cross Country, Winter Track	2300	2500	2650	2900	4249
Assistant	1800	2000	2100	2200	2814
Cheerleading					
Fall	1500	1600	1700	1800	2207
Winter	1700	1800	1900	2000	2428

Trainer to be paid seasonally as follows: Fall - equal to Asst. Hockey, etc.

Winter - equal to Asst. Basketball, etc.

Spring - equal to Asst. Track, etc.

If the Athletic Trainer is a full-time teacher in the District, he/she shall be paid the per season rate above. If the person performing said duties is not a full-time teacher in the District, compensation shall be at the Board's discretion.

All coaches will attend 1 of 2 district offered sport clinics per year not to exceed 3 1/2 hours in length in lieu of a practice, match or game.

An assistant coach moving to a head coach position in the same sport shall not be compensated at a lower rate, but shall be placed at the first step greater than his/her previous stipend.

APPENDIX C-2
CO-CURRICULAR AND ATHLETIC SALARY SCHEDULE

2005-2006

	1	2	3	4	5
PERFORMING ARTS					
Band Director	2800	3000	3300	3600	4856
Band Front	1400	1500	1600	1800	2538
Choral Director	1600	1700	1850	2100	2869
Jazz Band	1000	1100	1200	1300	1931
Madrigals	1000	1200	1400	1600	2207
Concert Band	750	850	950	1050	1379
MUSICAL					
Musical Director	1,400	1,600	1,800	2,100	2,759
Drama Director	1,400	1,600	1,800	2,100	2,759
Orchestra Director					1104
Rehearsal Accompanist	Only as additional person				938
Business Manager					1435
Costumes	350-993 Based upon need and				
Choreographer	350-993 administrative				
Stage Manager	350-993 approval				
Yearbook Editor	2600	2900	3200	3500	4414
Yearbook Business	950	1050	1150	1250	1545
PLAY					
Drama	1000	1200	1400	1600	1931
Asst. Drama	600	700	800	900	1104

An assistant drama director moving to drama director shall not be compensated at a lower rate, but shall be placed at the first step greater than his/her previous stipend.

APPENDIX C-3
CO-CURRICULAR AND ATHLETIC SALARY SCHEDULE

2006-2007

ATHLETICS	1	2	3	4	5
Asst. Athletic Director	3257	3464	3671	3877	5320
Football	4800	5100	5300	5500	7749
Asst. Football	2750	2900	3200	3500	4973
Basketball, Wrestling	4000	4200	4500	4900	6592
Asst.	2300	2500	2700	2900	4568
Hockey, Soccer, Track, Softball, Baseball, Swimming, Tennis	3500	3700	3900	4200	5493
Assistant	2100	2250	2400	2550	4106
Golf, Cross Country, Winter Track	2300	2500	2650	2900	4453
Assistant	1800	2000	2100	2200	2949
Cheerleading					
Fall	1500	1600	1700	1800	2313
Winter	1700	1800	1900	2000	2544

Trainer to be paid seasonally as follows: Fall - equal to Asst. Hockey, etc.

Winter - equal to Asst. Basketball, etc.

Spring - equal to Asst. Track, etc.

If the Athletic Trainer is a full-time teacher in the District, he/she shall be paid the per season rate above. If the person performing said duties is not a full-time teacher in the District, compensation shall be at the Board's discretion.

All coaches will attend 1 of 2 district offered sport clinics per year not to exceed 3 1/2 hours in length in lieu of a practice, match or game.

An assistant coach moving to a head coach position in the same sport shall not be compensated at a lower rate, but shall be placed at the first step greater than his/her previous stipend.

APPENDIX C-3
CO-CURRICULAR AND ATHLETIC SALARY SCHEDULE

2006-2007

	1	2	3	4	5
PERFORMING ARTS					
Band Director	2800	3000	3300	3600	5089
Band Front	1400	1500	1600	1800	2660
Choral Director	1600	1700	1850	2100	3007
Jazz Band	1000	1100	1200	1300	2024
Madrigals	1000	1200	1400	1600	2313
Concert Band	750	850	950	1050	1446
MUSICAL					
Musical Director	1400	1600	1800	2100	2891
Drama Director	1400	1600	1800	2100	2891
Orchestra Director					1157
Rehearsal Accompanist	Only as additional person				983
Business Manager					1503
Costumes	350-1041 Based upon need and				
Choreographer	350-1041 administrative				
Stage Manager	350-1041 approval				
Yearbook Editor	2600	2900	3200	3500	4626
Yearbook Business	950	1050	1150	1250	1619
PLAY					
Drama	1000	1200	1400	1600	2024
Asst. Drama	600	700	800	900	1157

An assistant drama director moving to drama director shall not be compensated at a lower rate, but shall be placed at the first step greater than his/her previous stipend.

APPENDIX C-4
CO-CURRICULAR AND ATHLETIC SALARY SCHEDULE

Levels	1	2	3	4
2004-2005	2144	1287	1077	841
2005-2006	2251	1352	1131	883
2006-2007	2359	1417	1185	925

STUDENT ACTIVITIES/CLUBS Assigned

CLASS ADVISORS	Level	2004-2005	2005-2006	2006-2007
Grades 9	3	1077	1131	1185
Grade 10	3	1077	1131	1185
Grade 11	2	1287	1352	1417
Grade 12	1	2144	2251	2359
Student Council Sr. High	2	1287	1352	1417
Student Council Jr. High	4	841	883	925
National Honor Society	2	1287	1352	1417
School Publications	3	1077	1131	1185
Weight Training Summer	4	841	883	925
Weight Training Spring	3	1077	1131	1185
Weight Training Fall	3	1077	1131	1185
German	3	1077	1131	1185
French	3	1077	1131	1185
Spanish	4	841	883	925
Latin	1	2144	2251	2359
Key Club	4	841	883	925
Future Homemakers	1	2144	2251	2359
FHA Middle School	1	2144	2251	2359
Math League	4	841	883	925
Science League	3	1077	1131	1185
Builders Club	2	1287	1352	1417
Varsity Club	4	841	883	925
S.A.F.E.	2	1287	1352	1417
Mock Trial	4	841	883	925
Undesignated Clubs	Dependent Upon Time			

The Board of Education and the Association may discuss activity level changes on a yearly basis as appropriate during the term of this contract.

APPENDIX D
MISCELLANEOUS HOURLY RATES

	<u>Effective July 1, 2004</u>	<u>Effective July 1, 2005</u>	<u>Effective July 1, 2006</u>
Homebound Instruction	\$25.00 per hr. Plus mileage at effective IRS Rate.	\$27.00 per hr. Plus mileage at effective IRS Rate.	\$30.00 per hr. Plus mileage at effective IRS Rate.
Credit Completion Instruction	\$21.00 per hr.	\$22.00 per hr.	\$23.00 per hr.
Saturday Session Coverage	\$25.25 per hr.	\$26.50 per hr.	\$27.75 per hr.
Curriculum Writings	\$23.00 per hr.	\$23.00 per hr.	\$23.00 per hr.
Class Coverage	\$28.00 per coverage	\$28.00 per coverage	\$28.00 per coverage
Local Professional Development Committee	\$500.00 per yr.	\$500.00 per yr.	\$500.00 per yr.

APPENDIX E
INSTRUCTIONAL AIDES' SALARIES

For aides hired before September 1, 2004:

NAME	2004-2005	2005-2006	2006-2007
Goff	\$16,291	\$17,105	\$17,926
Karp	\$17,867	\$18,760	\$19,661
Parker	\$16,816	\$17,657	\$18,504
Streckenbein	\$26,275	\$27,589	\$28,913
Yurchenko	\$18,918	\$19,864	\$20,817

For aides hired on or after September 1, 2004:

2004-2005

	2004-2005 STEP	MINIMUM OF 60 CREDITS	BACHELORS'	BACHELORS' + NJ LICENSE
	1	16000	16500	18000

2005-2006

2004-2005 STEP	2005-2006 STEP	MINIMUM OF 60 CREDITS	BACHELORS'	BACHELORS' + NJ LICENSE
***	1	16325	16825	18325
1	2	16825	17325	18825

2006-2007

2005-2006 STEP	2006-2007 STEP	MINIMUM OF 60 CREDITS	BACHELORS'	BACHELORS' + NJ LICENSE
***	1	16633	17133	18633
1	2	17133	17633	19133
2	3	17657	18157	19657

APPENDIX F
PROMISSORY NOTE

_____ is hereby obligated to the GATEWAY REGIONAL BOARD OF EDUCATION, in the sum of representing _____ months salary paid to him/her during a sabbatical leave, commencing _____ and ending _____. The said _____ shall repay said sum upon demand, subject to the following conditions:

The within obligation shall be due and owing from _____ to said GATEWAY REGIONAL BOARD OF EDUCATION in the event that he/she should fail to meet the requirements set forth in the sabbatical leave policy or should he/she fail to continue working in the GATEWAY REGIONAL SCHOOL DISTRICT for at least two contract years following the end of the sabbatical leave. The within obligation incorporates by reference the Sabbatical Leave Agreement executed by the parties and also the terms and conditions of the Article entitled "Sabbatical Leave", in the unit agreement. The within Note shall be voided upon the completion of said years of employment in the GATEWAY REGIONAL SCHOOL DISTRICT following the end of the sabbatical leave.

Teacher

Dated: _____

APPENDIX G
SIDEBAR AGREEMENT

The Board does not view the involuntary assignment of extracurricular activities as a desirable practice. While circumstances may require such an approach on a case-by-case basis, the Board strongly prefers voluntary assignment.