

JUNE 22, 2011

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

JULY 1, 2011, though JUNE 30, 2014

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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, including the Athletic Trainer, 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.
- D. Except for the specific provisions applying to the Athletic Trainer position contained in this Agreement, the parties agree that the terms and conditions of employment in place for the Athletic Trainer as of February 8, 2007, shall remain in place, unless and until changed by the parties in writing.

**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 employees' 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 employees, 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 employees 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 an employee or group of employees 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 EMPLOYEE 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 employee 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 employee 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 employee such rights as he/she may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be prevented from wearing a membership pin, charm or other identification of membership in the Association or its affiliates.
- D. Any instructional aide who has three years (3) or more of District service shall not be reduced in force before any other instructional aide who has fewer than three years (3) of experience and who works in an in-class support situation.

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 employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings he/she shall suffer no loss 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 the employee lounge and employees' 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 and E-mail. 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 employees, and to no other employee organization.
- I. The Association will be provided with one (1) Association business day per year to be used by the President or his/her designee for Association business.

**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

- 1. The in-school day for teachers and instructional aides shall be eight periods. Such day shall not exceed seven hours and 23 minutes and shall include a duty-free lunch. Each instruction period shall be 43 minutes. The in-school day for teachers and instructional aides shall begin 15 minutes before the opening of the pupils' school day and shall end 15 minutes after the close of the pupils' school day. On Fridays or on days preceding holidays or vacations, the teachers' and instructional aides' day may end at the close of the pupils' day. The parties agree to set up a subcommittee to discuss possible changes in scheduling affecting middle school teachers. Subcommittee discussions will begin as soon as possible. The subcommittee may make proposed changes in terms and conditions to the Association and the Board, and, if such changes are tentatively agreed to by each party, they shall be included in a sidebar and subject to the ratification process of each party.
- 2. Athletic Trainer. The workday will be from noon until the end of the last home athletic event. .

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, Special Education and Business. 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. Effective July 1, 2013, teachers shall be required to work one (1) additional evening. Prior to that date, the Superintendent shall consult with the Association on a sign-up process for that evening.

- 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.
- F. Instructional aides shall attend one (1) Back-to-School Night each year.

**ARTICLE 10
STAFF 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 fifth (5th) year. Credit for teaching experience beyond the fifth (5th) year shall be at the discretion of the Board. The Board may also place a new teacher up to three (3) steps above his/her credited teaching experience for prior related non-teaching experience.
- 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. Instructional aides returning to the system shall be granted all previous Gateway Regional work experience regarding placement on the guide.
- C. Previously accumulated unused leave days from this system will be restored to all returning teachers and instructional aides.
- D. Employees shall be notified of their contract and salary status for the ensuing year no later than May 15.

- 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
EMPLOYEE-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 employees 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 an employee 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. Payment for Unused Sick Leave Upon Retirement

In the event a teacher or instructional aide 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 or instructional aide in the following amounts:

Teachers: through 200 days - \$55 per day effective July 1, 2011; \$60 per day effective July 1, 2012.

Instructional aides: through 160 days - \$30 per day effective July 1, 2011.

In the event a teacher or instructional aide 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 or instructional aide 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. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. Two (2) days leave of absence for personal, legal business, household or family matters, which require absence during school hours. Application to the employee'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 employee's employment or with the school system or in any other legal proceeding if the employee 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 an employee's immediate family, defined as spouse (including civil union), 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. Employees shall be granted one (1) day in the event of death of an employee's friend or relative outside the immediate family as defined above. In the event of the death of an employee or student in the Gateway School District, the principal and immediate superior of said employee or student shall grant to an appropriate number of employees 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 employee'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. An employee 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 employee is entitled.
 - C. The Athletic Trainer will earn one (1) compensatory day for each day of training camp in August each year, to a maximum of 18 earned days per year. Additionally, one (1) compensatory day will be awarded for a legal holiday worked when school is not in session. These days are in addition to contractual days granted for sick leave and personal leave, and may only be taken with permission between athletic seasons when no athletic events are taking place.

**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 employee 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 employee 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 employee 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 employees 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 employee must request a leave of absence under this section at least ninety (90) days prior to the anticipated delivery date.
3. The employee 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 employee requesting leave under Paragraph C. must produce a statement from his or her physician stating that the employee 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 employee's physician. The Board may require, with cause, the employee 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 employee'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 or to an employee with more than three (3) years of completed service in the District 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, an employee may use accumulated sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 et seq.
9. Any pregnant employee 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. The presumption of disability does not exist for actual work days for a staff member which are far removed from the date of birth. For example, if a child is born on June 15, the 20 working days prior to the birth are covered by the presumption. However, if the next working days for the staff member begin on September 1, the first 20 working days in the new school year are not presumed to be days for which sick leave can be automatically taken. In applying this provision, "working days" are defined as all week days except for observed holidays (e.g. July 4th and Labor Day).
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 employee 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 employee 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 employee to the Superintendent at least ninety (90) days prior to the anticipated birth of the child.
 - b. Any employee 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 employee to the same classroom or the same grade.

7. An employee 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 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 18 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 tuition up to 12 credits per year at the Rowan University Graduate rate at the time the course is taken in connection with courses beyond the Bachelor Degree which aid in the performing or improving of teacher duties. A year is defined as courses completed between July 1 and the following June 30. 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.
2. Effective July 1, 2008, there shall be a teacher sub-group Board maximum cap covering reimbursements under A. 1. The annual cap shall be \$42,000.
3. The Board shall make all tuition reimbursement payments before the end of July following when the course was successfully completed under the terms of A. 1. above as long as the grade is submitted to the District by June 15. Furthermore, any employee who terminates employment with the Board of Education before such payment is made shall forfeit any amounts due under this subsection.
4. If all tuition reimbursement claims under A. 1. exceed the cap set forth in A. 2. above, all claims shall be prorated. For example, if the cap set forth will cover 95% of all claims, all individual claims will be reimbursed at 95% of the claim amount.
5. 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. The Board shall not be required to reimburse teachers for undergraduate courses taken to obtain or maintain a certification or endorsement unless the Board has directed that the teacher take the

course; or unless the teacher is required to take the course as a result of transfer or reassignment by the Board made after the initial hiring and assignment.

6. Coursework taken on the undergraduate level, following the receipt of an undergraduate degree, will not count for credential placement shifts on the guide.
 7. 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.
 8. Workshops, seminars, in-service training sessions or other sessions approved by the Superintendent will be paid in full.
 9. To cooperate with the Association in arranging in-service course, workshops, conferences and programs designed to improve the quality of instruction.
 10. 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 19 PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. An employee 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 an employee 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 employee.
- D.
1. The Board shall give full support including legal and other assistance for any assault upon an employee while acting in the discharge of his/her duties.
 2. When absence arises out of or from such assault or injury, an employee 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 employee when absence arises out of or from assault or injury.
- E.
1. Employees 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 employee 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 employee, the police and the courts.
- F. If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, such employee may request the Board to furnish legal counsel, if the employee prevails in the proceeding, then the Board shall reimburse the employee for reasonable counsel fees incurred by his/her own defense.
 - G. The Board shall reimburse employees for any loss, damage or destruction of clothing or personal property of the employee, as a result of an assault, while on duty in the school, on the school premises, or in a school sponsored activity.

**ARTICLE 20
COMPLAINT PROCEDURE**

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

**ARTICLE 21
DEDUCTION FROM SALARY**

- A. 1. The Board agrees to deduct from the salaries of its employees 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 employees 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 employee 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 employee. 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 22
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 employee, 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. The parties agree that the terms and conditions of employment in place for the Athletic Trainer as of February 8, 2007, shall remain in place, unless and until changed by the parties in writing.

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

employees 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 23
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 24
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. WORK YEAR
 - 1. 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.
 - 2. Athletic Trainer. The work year for this position is the work year under B. 1. Above, and all other days when athletic practices or competitions are scheduled on campus. Attendance may be required at an off-campus event at the discretion of the Principal. This position requires the Athletic Trainer to be present for August physicals and practices.
- C. The parties agree that the instructional aides' work year shall be 186 days. Any snow days that occur will be added at the end of the year, at the discretion of the Board.

**ARTICLE 25
SCHOOL FACILITIES**

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

**ARTICLE 26
SALARIES**

- A. The salaries of all employees covered by this Agreement are set forth in the Salary Guides attached hereto and incorporated as Appendix B.
- B.
1. Employees employed on a twelve (12) month basis shall be paid in twenty- four (24) semi-monthly installments.
 2. Employees 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, employees shall receive their paychecks on the last previous working day, except in the event of deviation from the approved school calendar.
 4. Employees shall receive their final checks on their 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 November 15; winter sports on or before March 15; spring sports on or before June 15. Full years activities shall be paid in two (2) installments. The first payment shall be made on or before January 30th. The second payment shall be made on or before June 15th.
- 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.
- D. Effective July 1, 2008, all salaries will be paid through the direct deposit system.
- E. Appendix B column adjustments are made twice a year. In order to move to a new column on September 1, all information required to make such an adjustment must be in the Superintendent's office in writing before the close of business on August 15. In order to move to a new column on February 1, all information required to make such an adjustment must be in the Superintendent's office in writing before the close of business on January 15.
- F. ACTIVITIES AND CLUBS
1. The Board shall review individual and Association requests for changes in position levels. Such requests shall be submitted by June 1 each year. The Board shall review time logs, discuss the suggested change with the teacher and the Association, and shall decide whether a change is warranted. This decision shall be made by August 1. The decision shall be in writing and binding.

2. After three years of continuous operation, if the Association requests that an undesignated club be placed onto Appendix C, and the Board agrees, it shall be placed at the appropriate level.

**ARTICLE 27
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 and instructional aide 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 or instructional aide 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. That description is added as Appendix I.
 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.
 5. Effective July 1, 2008, the Board-paid plan shall be Patriot V for all insurance eligible employees hired on or after that date.
- 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) or to a teacher who is eligible for husband/wife coverage but who elects to take single coverage, the Board shall provide \$400 toward any Board approved disability plan.
- C.
 1. 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, 2008, the Board shall pay a maximum contribution to an eligible employee's premium as follows:

Single	\$1,158.40
Parent/Child	\$1,562.90
Husband/Wife	\$2,175.40
Family	\$2,724.94

Effective July 1, 2009, the Board shall pay 82.6% of an eligible employee's premium. 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. Effective July 1, 2012, employees who voluntarily elect to waive coverage shall receive 25% 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.

ARTICLE 28 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 29
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 30
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 31
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2011, and shall continue in full force and effect until June 30, 2014.

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.

- B-1 Teachers will serve as chaperones on homeward bound school buses on the last day of school.
- B-2 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-3 Administrative meetings -- devoted to the organization and operation of the school programs. Teachers are requested to reserve Monday (after school) for staff meetings.
- B-4 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
2011-2012

Yrs. of Exper. 6/30/11	STEP 10-11	STEP 11-12	BA	BA+15	BA+30	MA	MA+15	MA+30
				800	1600	2400	3200	4000
0	***	1	50976	51776	52576	53376	54176	54976
1	1	2	51276	52076	52876	53676	54476	55276
2	2	3	51776	52576	53376	54176	54976	55776
3	3	4	52276	53076	53876	54676	55476	56276
4	4	5	53438	54238	55038	55838	56638	57438
5	5	6	54600	55400	56200	57000	57800	58600
6	6	7	55783	56583	57383	58183	58983	59783
7-10	7	8	56966	57766	58566	59366	60166	60966
11	8	9	60001	60801	61601	62401	63201	64001
12	9	10	63201	64001	64801	65601	66401	67201
13	10	11	66901	67701	68501	69301	70101	70901
14	11	12	71701	72501	73301	74101	74901	75701
15	12	13	75901	76701	77501	78301	79101	79901
16 or more	12A/13	14	80301	81101	81901	82701	83501	84301

APPENDIX B-2
SALARY GUIDE
2012-2013

Yrs. of Exper. 6/30/12	STEP 11-12	STEP 12-13	BA	BA+15	BA+30	MA	MA+15	MA+30
				800	1600	2400	3200	4000
0	***	1	51176	51976	52776	53576	54376	55176
1	1	2	51476	52276	53076	53876	54676	55476
2	2	3	51776	52576	53376	54176	54976	55776
3	3	4	52276	53076	53876	54676	55476	56276
4	4	5	53438	54238	55038	55838	56638	57438
5	5	6	54600	55400	56200	57000	57800	58600
6	6	7	55783	56583	57383	58183	58983	59783
7	7	8	56966	57766	58566	59366	60166	60966
8-11	8	9	60001	60801	61601	62401	63201	64001
12	9	10	63221	64021	64821	65621	66421	67221
13	10	11	67501	68301	69101	69901	70701	71501
14	11	12	71801	72601	73401	74201	75001	75801
15	12	13	76201	77001	77801	78601	79401	80201
16 or more	13/14	14	80601	81401	82201	83001	83801	84601

APPENDIX B-3
SALARY GUIDE
2013-2014

Yrs. of Exper. 6/30/13	STEP 12-13	STEP 13-14	BA	BA+15	BA+30	MA	MA+15	MA+30
				800	1600	2400	3200	4000
0	***	1	51376	52176	52976	53776	54576	55376
1	1	2	51676	52476	53276	54076	54876	55676
2	2	3	51976	52776	53576	54376	55176	55976
3	3	4	52276	53076	53876	54676	55476	56276
4	4	5	53438	54238	55038	55838	56638	57438
5	5	6	54600	55400	56200	57000	57800	58600
6	6	7	55783	56583	57383	58183	58983	59783
7	7	8	56833	57633	58433	59233	60033	60833
8	8	9	59868	60668	61468	62268	63068	63868
9-12	9	10	63088	63888	64688	65488	66288	67088
13	10	11	67368	68168	68968	69768	70568	71368
14	11	12	71668	72468	73268	74068	74868	75668
15	12	13	76201	77001	77801	78601	79401	80201
16 or more	13/14	14	80901	81701	82501	83301	84101	84901

APPENDIX C
CO-CURRICULAR AND ATHLETIC SALARY SCHEDULE
2011-2012, 2012-2013, and 2013-2014

STEP	1	2	3	4	5
ATHLETICS					
Asst. Athletic Director	3560	3790	4020	4240	5500
Football	5490	5900	6070	6290	7875
Assistant	3130	3310	3500	3860	4975
Basketball, Wrestling	4580	4800	5140	5610	6710
Assistant	2620	2720	2820	3100	4570
Hockey, Soccer, Track, Softball, Baseball, Swimming, Tennis, Lacrosse	3860	3970	4070	4450	5610
Assistant	2400	2450	2500	2750	4115
Golf, Cross Country, Indoor Track	2620	2840	3030	3280	4516
Assistant	1950	2050	2250	2350	2950
Cheerleading					
Fall	1710	1820	1940	2060	2442
Winter	1940	2060	2180	2300	2642

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. continued
CO-CURRICULAR AND ATHLETIC SALARY SCHEDULE
2011-2012, 2012-2013, and 2013-2014

STEP	1	2	3	4	5
PERFORMING ARTS					
Marching Band Director	2925	3075	3325	3725	5125
Assistant Marching Band Director	1485	1595	1700	1905	2725
Choral Director	1700	1805	1965	2225	3125
Jazz Band Director	1075	1175	1275	1325	2075
Madrigals	1175	1275	1485	1700	2425
Concert Band Director	825	915	1025	1125	1525

MUSICAL	1	2	3	4	5
Musical Director	1485	1700	1905	2175	3025
Musical Drama Director	1485	1700	1905	2175	3025
Musical Orchestra Director	775	825	975	1100	1225
Rehearsal Accompanist (Only as additional person)	725	800	875	950	1025
Business Manager	850	925	1075	1150	1575
Costumes (Based upon need and administrative approval)	745	805	885	955	1105
Choreographer (Based upon need and administrative approval)				\$350-\$1041	
Stage Manager (Based upon need and administrative approval)				\$350-\$1041	

FALL PLAY	1	2	3	4	5
Drama	1075	1275	1485	1700	2100
Asst. Drama *	775	825	975	1100	1225

* 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.

YEARBOOK	1	2	3	4	5
Yearbook Editor	2725	2975	3325	3625	4725
Yearbook Business	1025	1125	1225	1325	1825

APPENDIX C, continued
CO-CURRICULAR AND ATHLETIC SALARY SCHEDULE
2011-2012, 2012-2013, and 2013-2014

Levels	1	2	3	4
Hours to Level Ranges	+150 2400	+100 1500	+60 1250	+40 1000

**STUDENT ACTIVITIES/CLUBS
ASSIGNED**

	Level
FCCLA - HS	1
FCCLA - MS	1
Latin Club	1
Senior Class Advisor	1
Builders Club	2
Junior Class Advisor	2
National Honor Society	2
Student Council - HS	2
Book Club – H.S.	3
Fall Weight Training	3
French Club	3
Freshman Class Advisor	3
German/Russian Club	3
Intl. Thespian Society	3
Leo Club	3
Mural Club	3
Science League	3
Spring Weight Training	3
Sophomore Class Advisor	3
Student Council - MS	3
Student Publications	3
Art Club – H.S.	4
Key Club	4
Mock Trial	4
Spanish Club	4
Summer Weight Training	4
Varsity Club	4

The process for creation of compensated clubs and changes in the level for existing clubs is contained in Article 26, F.

APPENDIX C, continued
CO-CURRICULAR AND ATHLETIC SALARY SCHEDULE
2011-2012, 2012-2013, and 2013-2014

If a teacher has been appointed as an advisor or coach and, for reasons related to lack of adequate student participation, the position is abolished after the advisor/coaching work has begun for that activity, the Board will provide 30 days' written notice of the cessation of the activity/coaching, and the advisor/coach shall be paid for the proportion of the activity term/season he/she has already completed.

APPENDIX D
MISCELLANEOUS HOURLY RATES
2011-2012, 2012-2013, and 2013-2014

Homebound Instruction	\$32.00 per hr. Plus mileage at effective State of N.J. Rate.
Credit Completion Instruction	\$25.00 per hr.
Saturday Session Coverage	\$27.75 per hr.
Curriculum Writings	\$25.00 per hr.
Class Coverage 3-7 Program	\$31.50 per coverage
Local Professional Development Committee	\$550.00 per yr.

Guidance Counselors' Summer Work

Guidance counselors will be available for up to 15 days in the Middle School and for up to 10 days in the High School to assist with scheduling, student contacts, course discrepancies, and any other duties requested at the direction of the Director of Guidance. Counselors will be paid at the Class Coverage rate. A "day" is defined as 6 hours with an additional half hour unpaid lunch period.

APPENDIX E
INSTRUCTIONAL AIDES' SALARIES
2011-2012, 2012-2013, and 2013-2014

For aides hired before September 1, 2004:

EMPLOYEE CODE	2011-2012	2012-2013	2013-2014
A	22083	22828	23588
B	22611	23301	24006
C	32820	33320	33840

For aides hired on or after September 1, 2004:

2011-2012

STEP	MINIMUM OF 60 CREDITS	BACHELORS	BACHELORS' + NJ LICENSE
1	20957	21757	23257
2	21257	22057	23557
3	21557	22357	23857

2012-2013

STEP	MINIMUM OF 60 CREDITS	BACHELORS	BACHELORS' + NJ LICENSE
1	21545	22345	23845
2	21845	22645	24145
3	22145	22945	24445

2013-2014

STEP	MINIMUM OF 60 CREDITS	BACHELORS	BACHELORS' + NJ LICENSE
1	22147	22947	24447
2	22447	23247	24747
3	22747	23547	25047

APPENDIX F
ATHLETIC TRAINER

The Athletic Trainer on staff as of March 5, 2008, shall be placed on Step 1 of the of the BA guide in Appendix B effective September 1, 2008. A new Athletic Trainer shall be placed at the step of the guide agreed to between the new employee and the Board. In subsequent contract years, the Athletic Trainer shall move one step on the BA column of the relevant Appendix B guide, consistent with the terms of Article 10, A. 1. a. Article 10, A. 2. does not apply to Athletic Trainers.

APPENDIX G
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 H
INVOLUNTARY ASSIGNMENT OF EXTRACURRICULAR ACTIVITIES

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.

APPENDIX I
INSURANCE PLAN BENEFITS DESCRIPTION

SEE THE FOLLOWING PAGES.

**Summary of Benefits – Southern New Jersey Regional Employee Benefits Fund
Gateway Regional Board of Education
Premier - QPOS Plan**

Type of Service or Supply	In-Network Care Care provided by in-network providers	Out-of-Network Care Care from out-of-network providers
	<u>NJ Referred</u>	<u>NJ Nonreferred*</u>
<i>FINANCIAL</i>		
Deductible: Single/Family	N/A	\$1,000/\$3,000
Coinsurance	N/A	70%
Coinsurance Limit: Single/Family	N/A	\$10,000/\$30,000
Lifetime Maximum Benefit	N/A	\$5,000,000
<i>PRIMARY CARE PHYSICIAN VISITS</i>		
Office Hours	\$2 copay	70% after deductible
After Hours / Home Visits	\$5 copay	70% after deductible
<i>SPECIALTY CARE</i>		
Office Visits	No copay	70% after deductible
Diagnostic Outpatient Testing	No copay	70% after deductible
Phys, Occ, Speech Therapy	No copay	70% after deductible
<i>SPU SURGERY</i>	No copay	70% after deductible
<i>HOSPITALIZATION</i>	No copay	70% after deductible
<i>SKILLED NURSING FACILITY</i>	No copay	70% after deductible
<i>EMERGENCY ROOM (Copay waived if admitted)</i>	\$15 copay	\$15 copay
<i>HOME CARE</i>	No copay	70% after deductible, 60 visits
<i>MATERNITY</i>		
First OB Visit	No copay	70% after deductible
Hospital	No copay	70% after deductible
<i>MENTAL HEALTH</i>		
Inpatient	No copay, 35 days	70% after deductible
Outpatient	\$10 copay/V, 30 visits	70% after deductible, 30 visits
<i>SUBSTANCE ABUSE</i>		
Detoxification	No copay	70% after deductible, 7 days
Inpatient Rehabilitation	No copay, 28 days	70% after deductible, 30 days
Outpatient Rehabilitation	No copay, 30 visits	70% after deductible, 30 visits
<i>PREVENTIVE CARE</i>		
Routine Eye Exam (per benefit schedule)	\$2 copay	Not covered
Routine Physicals	\$2 copay	See Insurance Certificate
Immunizations	\$2 copay	See Insurance Certificate
Routine Mammography	No copay	Covered (state-specific guidelines)
Routine GYN Exam	\$2 copay	Not covered
<i>CHIROPRACTIC CARE</i>	\$2 copay	70% after deductible, \$500 annual max
<i>PRESCRIPTION LENS REIMBURSEMENT</i>	\$100 every 24 months	
<i>PRESCRIPTIONS</i>	\$10/\$15/\$30, 30 Day	
Contraceptives	Covered	
31-90 Day Supply (RETAIL & MOD)	\$20/\$30/\$60 copay	
<i>DURABLE MEDICAL EQUIPMENT</i>	Not Covered	70% after deductible
<i>BARIATRIC SURGERY</i>	\$ 0	Not Covered

* Member precertification required or benefits paid will be substantially reduced.
To receive maximum benefits, In-network (referred) services must be provided or referred by the participating primary care physician you selected.
In-network (referred) benefits are provided by Aetna Health Inc.®
Out-of-network (non-referred) benefits are underwritten by Corporate Health Insurance Company.®
All benefits, exclusions and limitations are provided in accordance with the applicable group agreement and insurance certificate.

**Summary of Benefits – Southern New Jersey Regional Employee Benefits Fund
Gateway Regional Board of Education
Patriot X - QPOS Plan**

Type of Service or Supply	In-Network Care Care provided by in-network providers	Out-of-Network Care Care from out-of-network providers
	<u><i>NJ Referred</i></u>	<u><i>NJ Nonreferred*</i></u>
<i>FINANCIAL</i>		
Deductible: Single/Family	N/A	\$100/\$200
Coinsurance	N/A	80%
Coinsurance Limit: Single/Family	N/A	\$400/\$1,200
Lifetime Maximum Benefit	N/A	Unlimited
<i>PRIMARY CARE PHYSICIAN VISITS</i>		
Office Hours	\$10 copay	80% after deductible
After Hours / Home Visits	\$15 copay	80% after deductible
<i>SPECIALTY CARE</i>		
Office Visits	\$25 copay	80% after deductible
Diagnostic Outpatient Testing	\$25 copay	100% covered
Phys, Occ, Speech Therapy	\$25 copay	100% covered
<i>SPU SURGERY</i>	No copay	100% covered
<i>HOSPITALIZATION</i>	No copay	100% covered
<i>SKILLED NURSING FACILITY</i>	No copay	100% covered
<i>EMERGENCY ROOM (Copay waived if admitted)</i>	\$50 copay	\$50 copay
<i>HOME CARE</i>	100%	100% covered
<i>MATERNITY</i>		
First OB Visit	\$25 copay	80% after deductible
Hospital	\$25 copay	100% covered
<i>MENTAL HEALTH</i>		
Inpatient	No copay, 35 days	0-30d 100% covered; 31-90d D & C
Outpatient	\$25 copay/V, 20 visits	80% after deductible
<i>SUBSTANCE ABUSE</i>		
Detoxification	No copay	100% coverage after 7 days
Inpatient Rehabilitation	No copay, 30 days	100% covered, 30 days
Outpatient Rehabilitation	\$25 copay/V, 60 visits	80% after deductible, 30 visits
<i>PREVENTIVE CARE</i>		
Routine Eye Exam (per benefit schedule)	\$25 copay	Not covered
Routine Physicals	\$10 copay	100% (state-specific guidelines)
Immunizations	\$10 copay	100% (state-specific guidelines)
Routine Mammography	\$25 copay	100% (state-specific guidelines)
Routine GYN Exam	\$25 copay	100% of UCR up to \$150
<i>CHIROPRACTIC CARE</i>	\$25 copay/V, 20 visits	80% after deductible
<i>PRESCRIPTION LENS REIMBURSEMENT</i>	\$70 every 24 months	
<i>PRESCRIPTIONS</i>	\$10/\$15/\$30, 30 Day	
Contraceptives	Covered	
31-90 Day Supply (RETAIL & MOD)	\$20/\$30/\$60 copay	
<i>DURABLE MEDICAL EQUIPMENT</i>	Not Covered	80% after deductible
<i>BIARIATRIC SURGERY</i>	\$ 0	Not Covered

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All benefits, exclusions and limitations are provided in accordance with the applicable group agreement and insurance certificate.

**Summary of Benefits – Southern New Jersey Regional Employee Benefits Fund
Gateway Regional Board of Education
Patriot V - QPOS Plan**

Type of Service or Supply	In-Network Care Care provided by in-network providers	Out-of-Network Care Care from out-of-network providers
	<u><i>NJ Referred</i></u>	<u><i>NJ Nonreferred*</i></u>
<i>FINANCIAL</i>		
Deductible: Single/Family	N/A	\$100/\$200
Coinsurance	N/A	70%
Coinsurance Limit: Single/Family	N/A	\$2,000/\$4,000
Lifetime Maximum Benefit	N/A	\$5,000,000
<i>PRIMARY CARE PHYSICIAN VISITS</i>		
Office Hours	\$5 copay	70% after deductible
After Hours / Home Visits	\$10 copay	70% after deductible
<i>SPECIALTY CARE</i>		
Office Visits	\$5 copay	70% after deductible
Diagnostic Outpatient Testing	No copay	70% after deductible
Phys, Occ, Speech Therapy	No copay	70% after deductible
<i>SPU SURGERY</i>	No copay	70% after deductible
<i>HOSPITALIZATION</i>	No copay	70% after deductible
<i>SKILLED NURSING FACILITY</i>	No copay	70% after deductible
<i>EMERGENCY ROOM (Copay waived if admitted)</i>	\$25 copay	\$25 copay
<i>HOME CARE</i>	No copay	70% after deductible, 60 visits
<i>MATERNITY</i>		
First OB Visit	No copay	70% after deductible
Hospital	No copay	70% after deductible
<i>MENTAL HEALTH</i>		
Inpatient	No copay, 35 days	70% after deductible, 60 days
Outpatient	\$5 copay/V, 30 visits	70% after deductible, 30 visits
<i>SUBSTANCE ABUSE</i>		
Detoxification	No copay	70% after deductible, 7 days
Inpatient Rehabilitation	No copay, 30 days	70% after deductible, 30 days
Outpatient Rehabilitation	No copay, 60 visits	70% after deductible, 30 visits
<i>PREVENTIVE CARE</i>		
Routine Eye Exam (per benefit schedule)	\$5 copay	Not covered
Routine Physicals	\$5 copay	See Insurance Certificate
Immunizations	\$5 copay	See Insurance Certificate
Routine Mammography	No copay	Covered (state-specific guidelines)
Routine GYN Exam	\$5 copay	Not covered
<i>CHIROPRACTIC CARE</i>	\$5 copay/V	70% after deductible
<i>PRESCRIPTION LENS REIMBURSEMENT</i>	\$70 every 24 months	
<i>PRESCRIPTIONS</i>	\$10/\$15/\$30, 30 Day	
Contraceptives	Covered	
31-90 Day Supply (RETAIL & MOD)	\$20/\$30/\$60 copay	
<i>DURABLE MEDICAL EQUIPMENT</i>	Not Covered	70% after deductible
<i>BARIATRIC SURGERY</i>	\$ 0	Not Covered

* Member precertification required or benefits paid will be substantially reduced.
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