

CONTRACT

BETWEEN THE

**BOARD OF EDUCATION
OF GREEN BROOK
THE TOWNSHIP OF GREEN BROOK,
NEW JERSEY**

AND

**THE GREEN BROOK EDUCATION
ASSOCIATION**

JULY 1, 2005 - JUNE 30, 2008

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PREAMBLE

This Agreement is entered into as of the first day of July, 2005 by and between the Board of Education of Green Brook, the Township of Green Brook, New Jersey, hereinafter called the "Board", and the Green Brook Education Association, hereinafter called the "Association".

ARTICLE 1

RECOGNITION

A. The Board hereby recognizes the Association as the present exclusive representative for collective negotiation concerning the terms and conditions for employment for the following regularly employed full-time and part-time personnel under contract or on leave:

Classroom Teachers	Nurses
Guidance Counselors	Librarians
Social Workers	School Psychologist
Resource Room Teachers	Learning Disabilities Specialist
Speech Therapist	Bus Drivers
Custodial Employees	Secretarial Employees
Classroom and Transportation Aides	Library Aides

excluding head custodian, substitute teachers, lunchroom aides, and the secretarial clerical staff employed in the offices of the Superintendent of Schools and the Board Secretary/Business Administrator.

B. Except for bus drivers employed by the Board, this Agreement does not include casual or seasonal employees. By way of illustration and not by way of limitation, it does not include help employed through the C.E.T.A. or like programs, summer employment for grounds or building work, students who may be used through the C.I.E. program, substitutes, or any temporary employee utilized through a temporary employment agency.

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 reference to male employees shall include female employees.

ARTICLE 2

NEGOTIATION PROCEDURE

A. At the beginning of the final school year covered by this Agreement, and within the time prescribed by the Public Employment Relations Commission, and provided the Association remains the majority representative of the employees covered by this Agreement, the parties agree to enter into negotiations in a good-faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of employment.

B. When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the Board and Association.

C. 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

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: a "grievance" is a claim by an employee or the Association based upon the interpretation, application, or alleged violation of this Agreement, policies or administrative decisions affecting such employee or a group of employees.

2. Aggrieved Person: an "aggrieved person" is an employee or employees or, in the case of a group grievance as defined in Section G.1. of this Article, the Association acting on behalf of a group or class of employees having a personal or pecuniary interest or property right allegedly adversely affected by the interpretation, application, or alleged violation of this Agreement, policies, or administrative decisions and making the claim.

3. Party in interest: a "party in interest" is the aggrieved person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. 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 or a group of employees from the interpretation, application, or alleged violation of this Agreement, policies or administrative decisions. The parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. The parties further agree that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

D. 1. Any individual employee shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievances, he shall have the right to present his own appeal or designate representatives of the Association or other persons of his own choosing (other than representatives of a minority employee organization) to appear with him or for him at any Step in his appeal after Level 1 set forth in Section E. of this Article.

2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at Level 2 set forth in Section E. of this Article, or at any later level:

- a. be notified in writing by the Administration that the grievance is in process;
- b. have the right to be present and to present its position in writing at all hearing sessions held concerning the grievance;
- c. receive a copy of all decisions rendered.

3. All grievances must be presented at Level 1 as set forth in Section E. of this Article within thirty (30) calendar days from the date the cause of the grievance occurs. In the event a grievance is filed at such time that it cannot be processed through all the levels of this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

E. 1. Level 1

Any aggrieved person shall discuss his grievance first with his principal or immediate supervisor in an attempt to resolve the matter informally.

2. Level 2

If the grievance has not been resolved to the aggrieved person's satisfaction at Level 1 within five (5) school days after the grievance has been discussed with the principal or immediate supervisor, he may within five (5) additional school days thereafter, either individually or through his designated representative, set forth his complaint in writing to the principal, if a teacher or a secretary, or to the Board Secretary, if a custodian or a bus driver. The principal or the Board Secretary shall communicate his decision in writing to the aggrieved person within five (5) school days of receipt of the written complaint.

3. Level 3

The aggrieved person may, either individually or through his designated representative, appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing within (a) fifteen (15) school days after receipt of the principal's written decision, or (b) not less than five (5) nor more than twenty (20) school days after filing of the grievance with the principal. If no written decision has been communicated by the principal, such written appeal must set forth the grounds upon which grievance is based. He shall attempt to resolve the matter as quickly as possible but in any event a period not to exceed ten (10) school days. The Superintendent shall confer with the aggrieved person and his designated representative. The Superintendent shall communicate his decision in

writing, along with supporting reasons, to the aggrieved person and to his designated representative, if any, and to the principal within fifteen (15) school days after receipt of the written appeal. In the event the Superintendent is also the building principal in the building where the grievance is initiated, the formal written grievance will commence at Level 3 and the Superintendent will be permitted fifteen (15) school days to attempt to resolve the grievance. The remainder of the time line remains the same.

4. Level 4

If the grievance is not resolved to the aggrieved person's satisfaction at Level 3, he may, either individually or through his designated representative, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools within (a) ten (10) school days after receipt of the Superintendent's decision, or (b) not less than ten (10) nor more than twenty (20) school days after filing of the appeal with the Superintendent if no written decision has been communicated by the Superintendent. Upon receipt of such written request, the Superintendent shall attach all related papers to it and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the aggrieved person if so requested by the aggrieved person, and render a decision in writing not later than forty-five (45) calendar days following submission of the grievance, unless all parties to the grievance shall agree that such written decision may be delayed until another mutually agreed date.

5. Level 5

In the event that the grievance is not resolved by the review of the Board of Education as described in Level 4 and provided the grievance concerns disagreements with respect to the interpretation of, application of, or violation of the Collective Bargaining Agreement between the Green Brook Board of Education and the Green Brook Education Association, and not administrative decision, Board policies, or withholding of increments, the aggrieved employee may elect to have the matter referred for binding arbitration by filing a written request for arbitration with the appropriate agency and with the Secretary of the Board of Education within ten (10) school days after the Level 4 answer or the time specified for the Level 4 answer. The request for arbitration shall be submitted to the Public Employment Relations Commission (PERC). The arbitrator shall thereupon conduct a hearing to determine the facts and make a recommendation to the parties for the resolution of the grievance. The recommendation of the arbitrator shall be binding on the parties. In no event shall the recommendation have the effect of adding to, modifying, or amending the provisions of this Agreement, nor shall it be contrary to any applicable statute or rules and regulations of the State Board of Education or the Commissioner of Education. The fees of the arbitrator and the expenses of the hearing shall be shared equally by the Association and the Board but each party shall be responsible for its own expenses with respect to the hearing.

F. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

G. 1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level 3.

2. All documents, communications, and records dealing with the processing of a grievance, other than official records, shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. All meetings and hearings under this procedure shall, to the extent possible, be conducted in private and, to the extent possible, shall include only parties in interest and their designated or selected representative, heretofore referred to in the Article.

H. The Association agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members partake in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful, and proper performance of the employment), work stoppage, slowdown, walkout, or other action against the school district. The Association agrees that such action would constitute a material breach of this Agreement. The Association further agrees during the term of this Agreement that it will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.

I. The School Board agrees that during the term of this Agreement neither the Board nor any of its agents will cause, authorize, or support the locking out of any employee in this bargaining unit.

ARTICLE 4

MANAGEMENT RIGHTS CLAUSE

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations; (a) to direct the employees of the school district; (b) to hire, promote, transfer, assign, and retain all employees in positions as needed in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 5

EMPLOYEE RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, and except as provided therein, the Board of Education hereby agrees that every employee of the Board shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from such activity.

B. No teacher shall be disciplined, reduced in compensation, or given an adverse evaluation of his professional services without good cause. Any such action, asserted by the Board or agent or representative thereof, shall be subject to the grievance procedure herein set forth. This section shall not apply to a nontenured teacher not being reemployed or to the appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

C. No custodian, secretary, aide or bus driver shall be disciplined or discharged without good cause. Any such action shall be subject to the grievance procedure herein set forth through Level 4. Such grievances may not be arbitrated under the provisions of Level 5.

ARTICLE 6

ASSOCIATION PRIVILEGES

A. Whenever any teacher representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

B. The Board agrees to provide to the Association, upon reasonable request, all information within the possession of the Board which the Association requires to carry out its obligations as majority representative during the negotiations process and in the investigation of grievances.

C. Association support staff representatives will be permitted to attend one (1) meeting per month during scheduled work hours provided the lost time is made up within the current or following pay period. Such employee(s) shall punch-out and punch-in in order to indicate the lost time to be made up.

D. 1. The Board shall not pay Association representatives for time lost during their regular working hours except for time lost to attend meetings which are held at the specific request of the Board or its designee. Compensation for time lost to attend meetings held at the specific request of the Board or its designee shall be at straight-time hourly rates.

2. It is expressly understood that quarterly meetings, grievance meetings, arbitration, court or other hearings before any governmental agency or body and negotiations for

labor agreements shall not be considered as meetings held at the request of the Board or its designee for the purpose of D.1. above as it applies to support staff.

3. a. For the purpose of D.1. above, the Board shall compensate teaching staff unit members, either through approved personal business leave or payment, for up to a total of ten (10) unit member days per school year under the following formula for time lost to participate in court or other hearings before any governmental agency or body. This total of ten (10) days is the total for all unit members. It does not mean that each member may receive ten (10) days. The formula requires that:

(1) A teaching staff unit member participating in a meeting as defined in D.3.a. must use any personal days available to him under Article 18.D.

(2) If a teaching staff unit member has no available personal business days, the Board will compensate him at the rate of the teacher's pay minus the substitute rate in effect.

(3) The Association President is not required to utilize his personal days in order to qualify for compensation under the terms of D.3.a. (2) above. However, compensation paid to the Association President under D.3.a(2) is included in the ten (10) day limit set forth in D.3.a.

(4) These provisions apply to the first ten (10) days used in each school year by teaching staff unit members for the meetings defined in D. 3. a. Compensation under D.3.a above will be made in no less than half-day blocks of time.

E. 1. If a contract ratification meeting begins at or after 4:00 p.m., the Board shall grant leave with pay for up to one (1) hour for employees who normally work at that time.

2. If a contract ratification meeting begins before 4:00 p. m., secretarial and custodial employees shall be granted a one (1) hour period without pay to attend. Employees desiring to attend such a meeting will be required to clock out and clock-in. The employee will have the option of either making up the hour at the conclusion of that work day or forfeiting an hour's pay.

3. Van drivers are not covered by the provisions of 1. and 2.

ARTICLE 7

WORK YEAR – TEACHERS

A. The Board agrees to review the school calendar for the coming school year with the teachers and to take into consideration the recommendations of the teachers prior to finalizing the calendar.

B The maximum number of teacher work days shall be 184 days. The in-school work year for teachers shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

C The following will be one-session days: the school day immediately preceding Thanksgiving and Christmas vacations; the last two student school days in June. No teacher in-service or faculty meetings will be scheduled on these days.

D Parent-teacher conferences in the schools shall occur on the Monday and Tuesday evening of Thanksgiving week. Each of these days shall be one session days. Conferences shall also occur on either Monday or Tuesday afternoon of the same week. The individual teacher may choose which afternoon he is available for such conferences. In the event that no conferences have been requested by parents for any one of these scheduled conference periods, the teacher shall not be required to remain.

E Faculty and other after-school meetings for full-time faculty, with the exception of extracurricular activities, shall not exceed six (6) per month but no more than four (4) of these meetings shall be faculty meetings. Such meetings shall begin at the end of the teachers' work day as defined in Article 10 Section A and extend for a maximum of one (1) hour in duration. Except in the case of emergency, such meetings shall not be held on Fridays, or the work day immediately preceding a holiday or vacation period. Specific dates for faculty meetings shall be furnished thirty (30) days in advance except for emergencies. September and October faculty meeting dates shall be furnished early September.

ARTICLE 8

TEACHER EMPLOYMENT

A Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15 or the date consistent with the statutory deadline, in (NJSA 18A), whichever is later, and shall sign their contracts by the date set by law.

B Summer positions shall be posted by May 15 and filled at the regular Board meeting in June.

C Area facilitator positions shall be posted by April 30 each year and positions shall be filled at the regular Board meeting in June.

ARTICLE 9

HOURS OF WORK AND OVERTIME - SUPPORT STAFF

A. Standard Work Day and Work Week - Twelve-Month Clerical Employees

The standard work day (regularly scheduled) shall consist of eight (8) hours and the standard work week (regularly scheduled) shall consist of forty (40) hours, but this provision

shall not be construed as guaranteeing to any employee any number of hours of work per day or days of work per week or pay in lieu thereof. During the standard eight (8) hour work day, the clerical employee will be scheduled for a forty-five (45) minute lunch period with pay.

B. Standard Work Day and Work Week - Twelve Month Custodial Workers

1. The standard work day (regularly scheduled) shall consist of eight (8) hours and the standard work week (regularly scheduled) shall consist of forty (40) hours, but this provision shall not be construed as guaranteeing to any employee any number of hours of work per day or per week or pay in lieu thereof. During the standard eight (8) hour work day the custodial employee will be scheduled for a thirty (30) minute lunch period with pay.

2. The Board shall provide written notice of a permanent change in hours at least five (5) work days prior to any such change. A "permanent change in hours" shall be considered any change of more than ten (10) consecutive work days.

C. Standard Work Day and Work Week - Bus Driver

The bus drivers will work hours and days scheduled.

D. Work Day and Work Week - Classroom Aides, Library Aides and Part-Time Secretarial/Clerical Employees.

Hours of work for Classroom aides, library aides and part-time secretarial/clerical employees shall be as needed.

E. Work Week Defined.

Work week for the purpose of computing compensation under this contract shall mean seven (7) consecutive days starting at 12:01 a.m. Monday of each week.

F. Overtime Pay - Weekdays.

One and one-half (1-1/2) times the employee's shall be paid for all hours worked:

1. In excess of eight (8) hours in any one day.
2. In excess of forty (40) hours in any one work week.

Secretaries shall be paid overtime when required by the administration to attend "back to school night."

G. Overtime Pay - Saturday

One and one-half (1-1/2) times the clerical and custodial employee's rate of pay shall be paid for all hours worked on Saturday.

H. Overtime Pay - Sunday

Two (2) times the clerical and custodial employee's rate of pay shall be paid for all hours worked on Sunday.

I. Assignment of Overtime

1. Overtime will normally only be assigned to those employees requesting it. The parties recognize that there are unusual circumstances which require assignment of overtime by the Board or its Administration. Custodians shall be notified, if possible, by Wednesday of any scheduled overtime work for the following weekend.

2. Based upon seniority, assignments to overtime shall be rotated. If overtime is offered to the senior person and it is refused, the offer shall be made to the next senior person until each person on the list has been made the offer of overtime or a person has accepted the assignment. The next time overtime is required in the building, the supervisor shall begin with the next name down on the list from the last employee who worked overtime.

J. Pay for Holiday Work

An eligible clerical or custodial employee shall be paid one and one-half (1-1/2) times the regular rate of pay for all hours worked on the holidays listed in Article 20.

K. Non-Pyramiding

If an employee shall be entitled to overtime or premium compensation under more than one provision of this contract for any time worked by him, he shall be paid for such time at the highest rate applicable under any of such provisions, but hours compensated for at overtime or premium rates shall not be counted further in determining overtime or premium liability under the same or any other of such provisions.

ARTICLE 10

HOURS OF WORK - TEACHERS

A. Teacher Work Day (Full time teachers)

1. The teacher workday shall consist of seven (7) hours and ten (10) minutes which shall include ten (10) minutes prior to student arrival time and fifteen (15) minutes after student dismissal time.

2. For both IEF and MS teachers, the fifteen (15) minutes after student dismissal time shall be waived on Fridays and any day preceding a Board approved calendar holiday.

3. The arrival and departure times of students shall be set by the administration to assure the efficient and effective operation of the school district.

4. The time required to perform arrival and/or departure teacher duties to ensure the health and safety of students shall be included in the teacher's before and after school obligation, if a teacher has been assigned such duties.

5. Teachers assigned to PM bus duty may be required to remain beyond the fifteen (15) minutes if busses have not arrived.

6. District wide teachers will have seventeen (17) minutes travel time. The lunch and preparation time of district wide teachers will be controlled by the schedule of the building in which they spend the majority of their workday or as mutually agreed upon by the teacher and administrator. Administrators will coordinate responsibilities of district wide employees.

B. Lunch Period

All teachers shall receive a lunch period of at least forty-five (45) minutes (duty free) per full school day.

C. Evening Meetings

1. The Board may require teacher attendance at no more than three (3) evening meetings per year.

2. In addition to the time set forth in C.1. above, the following procedure shall be used for middle school teacher chaperoning of school dances and other student council or class-sponsored activities. The Administration shall first seek volunteers. If there are no or insufficient volunteers the Administration may assign up to three teachers per event. The Administration shall rotate such assignments among all full-time teaching staff members in the middle school. No teacher shall be required to chaperone more than once in two (2) years. The limitation set forth in the previous sentence does not apply to teachers receiving an extra curricular or athletic stipend for the activity involved.

D. Preparation Periods

1. All full time teachers shall be provided with no less than one (1) preparation period per day.

2. No teacher shall be assigned more than six (6) teaching periods per day. Every reasonable effort will be made at the middle school level to assign no more than four (4) consecutive teaching periods per day.

3. The attempt will be made to assign preparation periods evenly across the school week, however, it is recognized that this may not be possible for all teachers.

4. "Resource assignments" are not defined as "teaching periods" but are defined as "duty assignments".

5. Subject to the full-time teachers' rights to preparation periods and a duty-free lunch period in accordance with the provisions of this Article, duty assignments may be assigned for the remaining periods during the school day.

E. Committee Work

Unit members may be provided release time during regular school hours, at the discretion of the Superintendent, to perform committee work.

F. Unauthorized Absence

1. Each staff member, when absent from his position for any reason whatsoever, shall give immediate notice to his principal or supervisor or designee stating the reason for the absence and its probable duration.

2. Any staff member who shall be absent from his position, other than as a result of approved leave in accordance with the Collective Bargaining Agreement between the Board of Education and the Green Brook Education Association, shall be considered on an unauthorized absence and shall have deducted from salary the following:

a. 1/200th of his annual salary for each full day of absence

b. 1/7th of a full day's salary (1/200th) for each teaching period or portion thereof in instances where a full day's absence has not occurred.

3. Any unauthorized absence for a portion of a teaching period shall be construed as an absence for the entire teaching period. In the event a duty-free period immediately follows the class from which the teacher was absent, the reduction in pay shall extend only through the end of the teaching period in which the teacher reports for duty.

4. Each staff member shall report for assignment to his principal or supervisor or designee immediately upon his return from any unauthorized absence.

ARTICLE 11

SALARIES - TEACHERS

A. The salaries of all teachers on guide covered by this Agreement are set forth in the Approved Salary Guide, hereto attached as Schedules F-I, F-2 and F-3, except when the employment increment or the adjustment increment, or both, are withheld.

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) equal semi-monthly installments.

3. Pay days shall be on the fifteenth day and the last school day of the month. (Except for December and June which will be the 15th and last day worked).

4. When a pay day falls on or during a school, State or Federal holiday, vacation, or weekend, teachers shall receive their paycheck on the last previous working day.

5. A teacher Shall receive his final check and pay schedule for the following year on the last working-day in June after completing all assigned duties.

C. Area facilitators shall receive a stipend of \$1,600.00 for each full school year appointment for the term of this contract.

D. Work performed in curriculum development shall be compensated at the rate of \$34.00 for the term of this contract.

E. Teachers who give up a preparation period under Article 10, D. to teach a class either because of a colleague's absence or the unavailability of the scheduled specialist will receive \$34.00 for each such period for the term of this contract.

F. Those employees performing school day detention coverage under the provisions of Article 10, E. shall be compensated at the rate of \$34.00 per period (45 minutes) for the term of this contract.

G. Unit members conducting in-service workshops or evening workshops will receive \$39. per hour for the term of this contract. Compensation is based on actual teaching time only.

H. Unit members who drive their students in a school van to away meets and/or matches or school-sponsored trips will receive a \$49.00 stipend per trip for the term of this contract.. The unit member must possess a current van license.

I. During the term of this contract, unit members agreeing to attend summer workshops at the request of the Board shall be paid \$160.00 for a full day workshop (pro-rated for workshops shorter than the teachers work day) and shall be paid mileage (from home to the workshop and home again) at the prevailing IRS rate per mile, shall have no unnecessary deductions taken out of the summer checks, and shall have such checks mailed to the teachers' home as soon as possible immediately following the workshops. Attendance on the part of the member at such workshops is strictly voluntary, not mandatory.

J. Unit members performing home instruction, will be compensated at the rate of \$38.00 per hour for the term of this contract. In addition, the employee shall receive mileage between the child's home and the child's school.

K. Unit member performing the duties of time keeper for athletic events will compensated at the rate of \$30.00 per event for the term of this contract.

L. Unit members conducting after school (including intra murals) or summer enrichment programs shall be compensated at the rate of \$38.00 per hour for the term of this contract. Compensation is based on actual instructional/student time only.

M. Part time faculty will be paid on a full day basis when administratively required to attend in service days.

N. Unit members who serve as mentors will be compensated at the following rates: \$500/traditional route teacher and \$800/alternate route teacher. If State funding for mentoring ceases, the Board will no longer be obligated to make these payments and the mentoring fee will be deducted from the mentee teacher's salary. The amount deducted will be paid over to the mentor teacher no later than June 15th. If State funding diminishes from the amount received for the 2001-02 school year, the fees above will be reduced proportionally.

O. Mileage compensation to employees shall be at the prevailing IRS rate per mile.

P. 1. The additional compensation to be paid to teachers performing extracurricular activities for which such additional compensation is required, as set forth in Schedule G.

2. Extracurricular activities as herein defined shall include those extracurricular activities which require extra time and effort over and above what may reasonably be encompassed within the teacher's regular duties. The fact that an activity may take place outside the regular classroom or may involve activities or duties outside of the usual daytime hours, or both, shall not by itself make it an activity requiring extra compensation.

3. The parties also recognize that the Board shall have the sole and final decision as to whether an extracurricular activity shall exist or not in the school system and the right to institute or discontinue an extracurricular activity without negotiation on that subject with the Association. It is agreed by the parties, however, that should an extracurricular activity not established at the time of execution of this Agreement be established while this Agreement is

in effect, they will negotiate whether or not extra compensation shall be required for such additional extracurricular activity, and the amounts of such compensation, if any.

Q. 1. Employment and/or adjustment increments may be withheld in whole or in part for inefficiency or other good cause in accordance with the following procedure:

a. The immediate supervisor and/or the principal shall not forward any recommendation to withhold a teacher's increment through the Superintendent to the Board of Education unless the principal has given to the teacher against whom the recommendation shall be made, written notice of the alleged causes for the recommendation, specifying the nature thereof with such particulars as to furnish the teacher an opportunity, where the particular cause or causes of performance admits of correction, to attempt to correct and overcome the same and/or to attempt to convince the immediate supervisor and/or the principal that such recommendation should not be made.

b. If a recommendation to withhold a teacher's increment is forwarded to the Board of Education, the teacher shall be immediately advised of the fact.

c. Once a recommendation is forwarded to the Board of Education, the teacher may within ten (10) school days file a grievance, which grievance shall be processed solely at Level 4 and shall not be appealed to arbitration. The Board shall take no action on such recommendation until the grievance is heard by the Board according to the grievance procedure set forth heretofore in Article 3 at Level 4.

d. The withholding of an increment shall result in the teacher remaining at the same salary guide level, if only the employment increment is withheld, or at the same salary, if both the employment and the adjustment increments are withheld, for the following year in which the action is taken. Ordinarily, such retention of a teacher at his previous salary shall not be readjusted and he shall annually receive such salary as shall reflect his actual employment service less the amount in dollars representing the increment or increments so withheld. The Board of Education shall review the performance of such teacher at least semi annually and may, upon such review, reinstate any such teacher to a position on the salary guide correctly reflecting his actual employment service, including or not intervening adjustment increments, or, if more than one increment has been withheld, to such level as shall have the effect of restoring him to the position on the salary guide, including or not intervening adjustment increments, as he would have attained had any individual or, at the Board's option, series of individual employment and/or adjustment increments not been withheld.

2. In order to be eligible for an increment, a teaching staff member must have worked more than one-half of the regular employment year. The phrase "worked" includes paid leave days.

R. 1. Teaching staff members in the middle school shall be considered full-day personnel if they are assigned to five (5) teaching periods per day. Those teaching staff members who teach less than five (5) teaching periods shall be compensated at a rate of: number of teaching periods x salary guide rate ÷ 7.

2. a. Compensation for part-time elementary teachers shall be based upon work performed (not including lunch and preparation periods) at the rate of 1/310th of the per diem rate (.0032253 of the per diem rate) times the number of minutes worked. To determine a day's pay during the term of this contract, the following formula shall be used:

Annual salary X 1 X .0032258 X number of minutes worked in a day divided by 184.

b. Teachers who work in district-wide positions will be paid under the formula in a. above.

c. Teachers who work full days but do not work full weeks shall be paid at the rate of -1/5th of the annual rate times the number of days worked per week.

d. Teaching staff members in the elementary school shall be considered full-time personnel if they assigned to 270 minutes of instructional time per day.

S. Teacher In Charge

In the absence of the building principal from the district, each building shall have a designated teacher-in-charge. These individuals must have NJ certification as a supervisor, principal, or school administrator. The teacher-in-charge will serve in lieu of the principal and will have the authority to act on his/her behalf.

The teacher in charge shall be notified when their responsibility begins prior to assuming that responsibility. When their responsibility has ended, they will be notified.

The position of teacher-in-charge will be posted annually and recommendations for appointment to the position will be made by the Superintendent for the following school year. Alternates for the position shall also be recommended by the Superintendent.

No seniority or tenure accrues to this position. The daily stipend for this position shall be as follows:

Full Day Coverage (in excess of 3.5 hours)	\$60.00
Half Day Coverage (between 45 minutes and 3.5 hours)	\$30.00
Less than 45 minutes	No payment

ARTICLE 12

RATES OF PAY - SUPPORT STAFF

A. Rates of Pay

1. The rates of pay and effective dates thereof applicable to the support employees covered by this Agreement are set forth in Schedules A through E.

2. Except as otherwise provided in Section D. below, if any clerical or custodial employee shall be scheduled for work on any day and shall report for work at the time scheduled, he shall receive at least four (4) hours pay at his straight-time rate of pay. Under similar condition a bus driver shall receive two (2) hours pay of his straight-time hourly rate of pay. For the purpose of this section a bus driver, clerical, or custodial employee who is scheduled for work on a regular shift shall be deemed to have been called to work at the beginning of that shift unless he shall have been notified in advance not to report for work on that shift. Classroom aides and part-time secretarial/clerical employees are excluded from this provision.

B. Call back

In the case where a bus driver or custodian after completing his regular schedule for that day and after he has left the school district, is called for emergency work, he shall be guaranteed a minimum of two (2) hours callback pay, except as otherwise provided in Section D. below.

C. Work-Scheduled When District Closed

In the case where a bus driver is scheduled for work on a day when the district is closed in order to transport students to another school district, he shall be guaranteed a minimum of two (2) hours or actual time worked, whichever greater, except as otherwise provided in Section D. below

D. Exceptions

The provisions of Sections A.2, B., and C. shall not apply:

1. In any case in which an employee at his own request or because of his own fault, shall not be put to work; or

2. In any case in which an employee shall not be put to work or shall be laid off after having been put to work, by reason of any strike or stoppage of work in connection with any labor dispute or for any other cause beyond the control of the Board; or

3. In any case in which the Board, for reasons beyond its control, shall not be able to notify an employee not to report to work.

E. Responsibilities of Employees

It shall be the responsibility of employees to keep the Board informed of their current address and telephone number.

F. Pay Days - Clerical and Custodial Employees

1. Clerical and custodial employees shall be paid one-half of the net regular monthly pay on the fifteenth day and the remaining one-half on the last working day of the month. When a pay day falls on or during a school, State or federal holiday or weekend, the employees shall receive their paychecks on the last previous working day.

2. Pay days shall be on the fifteenth day and the last school day of the month.

G. Pay-Days - Bus Drivers and Other Hourly Employees

Bus drivers and other hourly employees shall be paid on a semi-monthly basis on the fifteenth and last working day of the month. When a pay day falls on or during a school, state or federal holiday or weekend, the employees shall receive their paychecks on the last previous working day.

H. Vacation Payment

Employees may, by written request filed with the Secretary of the Board of Education thirty (30) days prior to their scheduled vacation, request an advance in pay for this period. Such advance may not equal the total net amount of monies due the employee for his vacation period. Said advance shall be made prior to the beginning of the vacation.

I. Overtime

Overtime earned from the 1st through the last day of the month will be paid on the 15th of the following month.

J. Custodial Increments

Custodians are eligible for an increment if their performance has been determined to be satisfactory and if they were employed prior to January 1st.

K. Substitute Teacher Caller

Substitute callers shall be paid the rate of \$900.00 per year. The Board shall provide answering machines to substitute callers.

L. Temporary Duties as Head Custodian

When a custodian is assigned the temporary duties of a head custodian for a week or more, he shall receive an additional stipend pursuant to Schedule A retroactive to the first day of assignment.

M. Mileage Compensation

Mileage compensation to employees shall be at the prevailing I.R.S. rate per mile.

ARTICLE 13

PROBATIONARY PERIOD - SUPPORT STAFF

A. Newly hired custodians and bus drivers and those hired after a break in continuous service will be regarded as probationary employees for the first sixty (60) days worked.

B. All regular and part-time nontenured secretaries will be given contracts which provide thirty (30) days notice prior to termination by either party.

C. The Board, or its designee, shall have exclusive and final determination as to discharge or layoff within the probationary period. Any employee terminated for any reason during the probationary period shall not have recourse to the grievance procedure. The Board shall have no responsibility for the reemployment of a newly hired probationary employee if he is terminated during the probationary period.

ARTICLE 14

SENIORITY - SUPPORT STAFF

A. Seniority shall mean length of continuous active service with the school district and shall be cumulative on a unit-wide basis. If an employee now in the unit is transferred to a position outside of the unit and is later returned to a position within the unit then and in such cases, such employee shall be credited for seniority purposes for such services outside of the unit.

B. New employees retained beyond the probationary period shall be credited for seniority purposes with their length of service with the school district beginning with the original date of their employment.

C. Seniority shall be applied in the following seniority units:

- Full-time Secretarial/Clerical employees
- Part-time Secretarial/Clerical employees
- Custodians
- Bus Drivers
- Classroom Aides

D. An employee shall lose all seniority rights for any of the following reasons:

1. Voluntary resignation.

2. Discharge for cause.

3. Failure of a laid off employee to return to work within five (5) working days after being recalled by registered mail addressed to employee at his last known address, return receipt requested, unless prevented from returning by illness or injury, notice and proper proof of which shall be supplied to the employer, within said period of five (5) days.

4. Failure to return to work immediately following recovery from illness or injury or following the end of a leave of absence or vacation or absence for three (3) or more working days without notifying the employer, provided that such failure to report was not beyond the control of the employee.

5. Layoff for a continuous period of one (1) year or more or for a continuous period equal to an employee's length of service, whichever is less.

E. In cases where there are several applications for use of vacations time, floating holidays or comp time which require a decision as to which employee or employees shall be granted time off, seniority shall prevail.

ARTICLE 15

WORK FORCE REDUCTION - SUPPORT STAFF

A. For the purposes of lay off, seniority in the separate units (clerical, custodial, bus drivers, and Classroom aides) shall govern provided that the senior employee has the ability and physical fitness to perform satisfactorily the work required.

B. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Board by seniority unit, clerical, custodial, bus driver, and Classroom aide. The employee with the least seniority in each unit shall be laid off first and in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired. The provisions of the Article shall be subject to the provisions of the N.J.S.A. 18A. The provisions of Section B. are also subject to the provisions of Section A. of this Article.

ARTICLE 16

EMERGENCY CLOSINGS

A. Bus drivers are hourly employees and are paid only for time actually worked. Accordingly, when school is closed for snow days or other emergency closing, the bus drivers are not paid.

B. On snow days, delayed openings and early closings when student attendance is cancelled, the schedule for secretarial employees shall be the same as for teachers. Custodial staff will report as notified by the administrator and will be released upon completion of snow/ice removal or other emergency service.

ARTICLE 17

TEMPORARY LEAVES OF ABSENCE - SUPPORT STAFF

A. Personal Illness

Paid sick leave shall be granted to all unit employees in accordance with the provisions of New Jersey Law, subject to the limitations of Article 19 A. For the purpose of this section, bus drivers shall be considered ten (10) month employees. Employees will receive a written account of sick leave by September 15.

B. Funerals

Maximum of five (5) days per contract year per employee, non cumulative, for the death of spouse, child, mother, father, guardian, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, or grandchild, for the purpose of attendance at the funeral and attending to such details as may be required of the employee in connection with such death. Additional days, exceeding the total of five days per employee per contract year, above set forth, may be granted at the discretion of the Superintendent upon written request.

C. Personal Business

Maximum of two days per contract year per employee, non cumulative, to attend to legal and other personal business that cannot be cared for during non-working hours. The Superintendent of Schools shall be notified in writing at least five (5) days in advance of all requests for absences due to personal business. The Superintendent may require the employee to submit documentation to substantiate his request. The Superintendent at his discretion may approve or deny the employee's request for a leave of absence for personal business. Part-time employees shall be entitled to one (1) day per year governed by the foregoing provisions. At the end of each year, unused personal days shall be converted to sick days.

D. Emergency Day

The employee's immediate supervisor may, in his discretion, grant to any custodial or clerical employee one (1) emergency day per contract year, non-cumulative, should some unavoidable emergency occur necessitating the employee's absence from work. No more than one such emergency day shall be granted to any custodial or clerical employee in any contact year.

E. Serious Family Illness

Maximum of three (3) days per contact year, noncumulative, for serious illness of members of the immediate family of custodial or clerical employees. Immediate family is defined as spouse, children, mother, father, or guardian who resides with the employee in his household. Serious illness is defined as one which requires hospitalization or is of an emergency nature. Leave granted under this provision is for the specific purpose of attending to the welfare of the sick person.

F. Jury Pay

An employee who is called for jury service shall be excused from work for the days on which he serves and he shall receive for each such day of jury service on which he otherwise would have worked, his straight-time hourly earnings. The employee will present proof of service.

G. Exceptions

The provisions of D. and E. above, do not apply to Classroom aides and part-time secretarial clerical employees.

ARTICLE 18

TEMPORARY LEAVES OF ABSENCE - TEACHERS

A. Personal Illness

1. Pursuant to N.J.S.A. 18A:30-2, ten (10) school days per school year are granted subject to the limitations of Article 19 A. Any of said ten (10) school days not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years. In addition, pursuant to N.J.S.A. 18:30-7, an additional two (2) school days per school year, noncumulative, are granted. In the use of sick days, cumulative and accumulated sick days shall be used first and the additional two (2) days shall not be used until all cumulative and accumulated sick days have been utilized.

2. Teachers will receive a written account of sick leave by September 15.

B. Funerals

Maximum of five (5) days per contract year per teacher, non cumulative, for the death of a spouse, child, mother, father, guardian, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-law, daughter-in-law, son-in-law, grandmother, grandfather, or grandchild, for the purpose of attendance at the funeral and attending to such details as may be required of the teacher in connection with such death. The Superintendent shall have the authority, at his discretion, to permit a teacher to apply any such days to the death of a person not in any of the above named categories where the individual circumstances show a special relationship, whether

blood or otherwise, between such teacher and such deceased. Additional days, exceeding the total of five days per teacher per contract year, above set forth, may be granted at the discretion of the Superintendent upon written request.

C. Visiting Days

Maximum of two (2) days per contract year, noncumulative, to visit other schools or to attend professional conferences, with administrative approval.

D. Personal Business

Maximum of two (2) days per contract year, non-cumulative, to attend to legal and other personal business that cannot be cared for during non-working hours. The superintendent shall be notified at least forty-eight (48) hours in advance, if possible, of all requests for absence due to personal business. At the end of each year, unused personal days shall be converted to sick days.

E. Emergency Day

The principal may, in his discretion, grant to any teacher an emergency day should some unavoidable emergency occur necessitating the teacher's absence from school. No more than one (1) such emergency day shall be granted to any teacher in any single school year.

F. Serious Family Illness

Maximum of three (3) days per contract year, non-cumulative, for serious illness of members of immediate family. Immediate family is defined as spouse, children, mother, father, or guardian. Serious illness is defined as one which requires hospitalization or is of an emergency nature. Leave granted under this provision is for the specific purpose of attending to the welfare of the sick person.

G. Marriage

A maximum of one (1) day per contract year, non-cumulative, will be granted for the wedding of the employee which takes place during the school year.

H. Other Reasons

Any absences granted for the reasons other than as stated in this Article, paragraphs A. through G. will result in the deduction of 1/200th of the yearly salary for each day's absence.

ARTICLE 19

PERSONAL ILLNESS - MISCELLANEOUS

A. Bargaining unit members employed after the beginning of the school year shall, at the time of employment, be credited with sick leave in an amount proportionate with the number of months and portion of a month remaining in the school year.

B. There shall be payment for unused sick leave upon retirement for all salaried, full-time unit members. All staff employed as of 7/1/94 who have been or shall be reduced to part time status by Board action, shall be entitled to unused sick leave reimbursement consistent with this Article.

1. "Retirement" is defined as being eligible for, applying for and receiving a pension under T.P.A.F. or P.E.R.S.

2. In order to be eligible for any payment the retiring employee must have seventy-five (75) accumulated sick leave days at the time of retirement.

3. Only the first one hundred seventy-five (175) accumulated sick leave days shall be compensated.

4. Teachers shall receive \$45.00 for each eligible day for the term of this contract.

Eligible support staff employees shall receive \$20.00 for each eligible day for the term of this contract.

5. There shall be a payment to the estate of any employee who passes away after official notice of retirement to T.P.A.F. on P.E.R.S. but prior to the actual date of retirement.

ARTICLE 20

HOLIDAYS - SUPPORT STAFF

A. 1. The Board agrees to grant all twelve (12) month employees fourteen (14) holidays with a full day's pay at the employee's regular straight time rate of pay. The five (5) following holidays shall be granted:

Labor Day	Thanksgiving Day	
Day After Thanksgiving	Good Friday	Memorial Day

2. The remaining nine (9) holidays shall be designated each year at the time the Board adopts the school calendar. The dates of these holidays shall be made to best coincide with the school instructional calendar and shall include designated days for:

Christmas Eve Day	Christmas Day
New Years Eve Day	New Years Day
Presidents' Holiday (2 Days)	Independence Day
2 floating Holidays (Designated by the board)	

All holidays are subject to change based on Board approved revisions to the school calendar.

3. There shall be a floating holiday which shall be the balance of a normal work day after four (4) hours have been worked.

B. Bus drivers, Classroom aides, and part-time secretarial clerical employees are not covered by the provisions of A.1, 2, and 3. above.

C. In order to be eligible for holiday pay, an employee must satisfy all the following requirements:

1. He must have been in the employ of the Board at least thirty (30) working days prior to the occurrence of such holiday.

2. He must work his last scheduled day prior to the holiday and his first scheduled day following the holiday, even though days on which no work is scheduled may intervene, and he must work as scheduled on the holiday. An employee shall be excused from the requirements of this subparagraph 2 only if his failure to work is because of sickness, death in his immediate family or similar good cause. For the purpose of this subparagraph 2, a day for which an employee is given prior approval to be excused from work shall not be considered a scheduled work day.

D. An employee desiring to take the floating holiday must notify his supervisor three (3) days in advance. The floating holiday will, so far as practicable, be granted at the time desired by the employee. The final right to allot the number of employees taking the floating holiday and to change such allotments is exclusively reserved to the Board in order to insure the orderly operation of the school district.

ARTICLE 21

VACATION - SUPPORT STAFF

A. All twelve-month secretaries and custodians in the employ of the Board on June 30 shall be entitled to vacation time according to the following schedule:

<u>Length of Service as of June 30</u>	<u>Vacation Days</u>
4 months through 6 months	3 working days
More than 6 months through 12 months	5 working days

1 through 4 years	10 working days
After 5 years of service	11 working days
After 6 years of service	12 working days
After 7 years of service	14 working days
After 8 years of service	15 working days
After 9 years of service	16 working days
After 10 years of service	17 working days
After 11 years of service	18 working days
After 12 years of service	20 working days
After 15 years of service	21 working days

Employees must take vacations to which they are entitled within the year following the year in which it was earned. Unused vacation days are not cumulative.

B. 1. Each eligible employee shall be requested to and shall specify the vacation period or periods he desires. Vacations will, so far as practicable, be granted at times most desired by employees and, in the event of conflicting requests by the employees, other factors being equal, or the basis of seniority of the employees. The final right to allot vacation periods and to change such allotments is exclusively reserved to the Board in order to insure the orderly and efficient operation of the school district.

C. Any employee specifically granted vacation time and who shall resign or be relieved of his position, shall be entitled to monetary reimbursement for unused vacation days at the rate of pay in the year that vacation was earned provided he has been employed by the Board for more than one (1) year.

D. Bus drivers, part-time secretarial clerical employees and aides shall receive no vacation time nor pay.

ARTICLE 22

EXTENDED LEAVES OF ABSENCE

A. The Board agrees that only one teacher under tenure, designated by the Association will, upon request, be granted a leave of absence without pay and without accumulating credit on salary guide for a minimum of one (1) school year and not exceeding two (2) school years, for the purpose of engaging in activities of the Association or its affiliates. The commencement and termination of such leave shall coincide with the teacher's contract school year.

B. A leave of absence without pay of one or two school years may be granted to a teacher under tenure who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs with accumulation of credit on salary guide. The commencement and termination of such leave shall coincide with the teacher's contract school year.

C. Unpaid Disability Leaves

1. Disability for the purpose of this section occurs when an employee is unable to perform any or all of his normal job functions.
2. The following provisions are in addition to the employee's use of accumulated sick leave as outlined in Article 17 A and Article 18 A.1.a. above.
3. 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 disability in accordance with provisions hereinafter set forth.
4. Any employee who anticipates 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.
5. Any employee who desires an unpaid disability leave shall provide the Board with a certificate concerning the disability from his physician. Said certificate shall review the nature of the disability and the anticipated commencement and termination dates for said disability. The Board may request that its physician, or a physician of its choosing, confer with the employee's physician. The Board may require 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. Should the doctors not agree on such third doctor, he will be selected by the County Medical Society. The expense of the third physician will be shared by the parties.
7. The employee requesting a leave under the provisions of C.3 and C.9 shall specify in writing the date on which he wishes to commence said leave and the date on which he wishes to return to employment following recovery from said disability.
8. If the provisions of the foregoing sections have been met, the Board shall grant an unpaid leave of absence to an employee up to the balance of the year which concludes on June 30.
9. The employee may seek an additional unpaid leave of absence of one full school year or less by making application to the Superintendent no later than April 1 of the school year in which the disability leave commenced. The application shall include the employee's statement as to the period of additional unpaid leave required, not to exceed one additional school year. It must be accompanied by a physician's statement pursuant to C.5.

10. The provisions of C.1. through C.9. inclusive shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence to any nontenured teacher beyond the end of the contact school year in which the leave is obtained.

11. Because the dates of termination may not coincide with natural divisions in the school calendar, the Board retains the right to set the return date for leaves under C.1 through C 10 inclusive in order to avoid substantial interference with the administration of the schools or with the education of the students. Said termination date shall not be delayed by the Board for longer than the nearest ending of a marking period.

D. Temporary Disability Leave Due to Pregnancy

1. Any pregnant employee will be deemed eligible for sick leave to the extent allowable or to utilize accumulated sick leave commencing with the ninth month of pregnancy or twenty (20) working days prior to the expected date of birth (whichever date occurs last) and shall continue until twenty (20) working days or one month after the birth of a child (whichever date occurs first).

2. If an employee shall file a certificate from her physician that she is disabled beyond the times stated in D. 1. as a consequence of an abnormal pregnancy or birth, she shall be paid accumulated sick leave for the period of time she is so disabled. The Board shall have the right to have such employee examined by its own physician to confirm the existence of such disability. Disputes shall be resolved under the provisions of C.6.

E. Child Rearing Leave

1. Applications for child rearing leave shall be made by the employee to the Superintendent on forms provided by the Board at least three (3) months prior to the anticipated birth of the child.

2. Child-rearing leave shall be granted to tenured employees for the balance of the school year concluding June 30 in which the child is born and for one additional school year. The tenured employee shall state whether she desires a leave solely for the balance of the school year in which the child is born or for an additional school year.

3. An employee who is on child leave under the provisions of E.2. may apply for and be granted an additional full school year of such leave. Application shall be made on the child-rearing leave form provided by the Board and shall be received by the Superintendent no later than April 1 prior to the termination of the leave granted under E.2.

4. Any employee adopting a child shall be granted a child rearing leave in conformity with the provisions of E.2. and .3. which shall commence upon the date such employee obtains custody of the child. Notice shall be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible, and if not as soon as practicable.

5. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated.

6. The Board shall not grant a child-rearing leave of absence to any nontenured employee beyond the end of contract school year in which leave is obtained, and nothing in this Article shall be construed to require the Board to offer a new contract for a new school year to any nontenured employee who would not otherwise have been offered such a contract.

7. Upon return from a child-rearing leave all benefits to which the employee was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored.

F. If an employee works for more than one-half of his normal employment year before commencement of a leave under A., C., or E., upon return, they shall receive a full year's credit on the salary guides contained herein. The phrase "works" includes paid leave days.

G. Sabbatical Leaves

The Board agrees that it will consider request for sabbatical leaves upon the following conditions:

1. Only one teacher under tenure may be granted a sabbatical leave for a period of one school year during any single school year, and no sabbatical leave shall be granted in the school year immediately following a school year in which a sabbatical leave has been in effect.

2. Salary shall be paid during a sabbatical leave at one-half of the salary to which such tenured teacher would otherwise be entitled. Such payment shall be the full compensation to be paid during said leave; no travel allowances shall be provided.

3. No teacher shall be granted a sabbatical leave unless he has completed seven (7) full years in the Green Brook School System.

4. Such sabbatical leave shall be only for the purpose of completing residency requirements for either a doctorate degree in education or an educational specialist's degree, and then only upon the determination of the Board that such advanced degree will benefit the Green Brook School System.

5. Nothing herein shall require the Board to grant any sabbatical leave, and any such leave which may be granted shall first receive the approval of the Board upon recommendation of the Superintendent of Schools. The major criteria to be considered by the Board are:

a. how the advanced degree will benefit the Green Brook School System, and

b. the effect of such school year's absence upon the Green Brook School system;

6. Each teacher accepting a sabbatical leave shall sign a contract with the Board agreeing to serve for at least two (2) years in the Green Brook School System after completion of the sabbatical leave.

H. Military Leave

The Board will comply with the provisions of the applicable Federal State Statutes.

I. Classroom aides are not covered by the provisions of C. and E. above.

ARTICLE 23

UNIFORMS

A. After the custodial employee completes (60) days actually worked, the Board shall supply him, as soon as possible thereafter, with three (3) uniforms, (three (3) pants and six (6) shirts, of which three (3) shall be long sleeve and three (3) shall be short sleeve) which the Board shall select. Employees receiving such uniforms shall wear them and be responsible for their cleaning and maintenance.

B. The Board shall supply three (3) uniforms or dungarees and shirt (for outside custodians) at the maximum of \$55.00 per outfit per contract year.

C. Custodians shall be able to choose the number of pairs of pants and the number of long-sleeve and short-sleeve shirts each desires from the negotiated clothing allotment.

D. Outside custodians will have access to foul weather gear.

E. Custodians will receive maximum reimbursement of \$125.00 for the cost of one pair of safety shoes per school year which they will be required to wear. If a custodian chooses not to receive reimbursement he/she shall not be required to wear safety shoes. Outside custodians are required to wear safety shoes.

ARTICLE 24

EDUCATIONAL ASSISTANCE POLICY

A. Scope

To qualify for aid, teachers must hold standard or permanent certification for work they are performing.

B. Aid

The Board of Education will pay toward the cost of tuition, in the amounts hereinafter set forth, for approved courses as hereinafter described, up to a maximum of fifteen credits per year, provided, however, that only up to nine credits may be taken during the school year, and further provided that evidence is given of satisfactory completion of and grades received for said courses. In order to receive reimbursement for courses taken during the second semester of a school year, a teacher must be on the payroll of the Board of Education as of September 1 of the following year.

C. Amount

The reimbursement for satisfactory completion of an approved course shall be in an amount equal to 100% of the Rutgers University tuition for that year for any course in which the teacher shall receive an A or B grade. There shall be no reimbursement for any course in which the teacher shall receive less than a B grade. The total reimbursement amount available is \$40,000 for each year. The NTCB costs shall be paid by the Board and not be deducted from the \$40,000.

D. Approved Courses

No course shall be considered to have been approved by the Board of Education unless and until the teacher concerned shall have made a request for approval of such course, in writing, to the school administrator, prior to the enrollment in said course by said teacher. Such approved courses may be either academic or professional subject matter, and they must be of such nature that they could make a positive contribution to the teacher's excellence in performance within the scope of his employment within the Green Brook School System. Recognizing the fact that certain courses which may not be directly within the scope of a teacher's employment may be of value in preparing that teacher for another position in the Green Brook School System, the Board of Education, upon recommendation of the Superintendent, may approve a course or courses not wholly within the scope of a teacher's existing position within the Green Brook School system where such course or courses, in the opinion of the Superintendent, may be of future value to the Green Brook School System.

ARTICLE 25

PROFESSIONAL DEVELOPMENT COMMITTEE

1. The Board of Education shall establish a six (6) member Professional Development Committee. Serving on the Committee shall be four (4) teachers elected by the Association and two (2) representatives selected by the Superintendent. The Committee shall be empowered by the State Regulations and shall have the responsibility designated therein.

2. Each member of the Committee shall have a block of time provided on staff development days to complete required committee work at the discretion of the Superintendent. Additional time may be granted at the discretion of the Superintendent.

ARTICLE 26

PERSONNEL RECORDS

A. File

An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained in it. An employee shall be entitled to have a representative of his choosing accompany him during such a review.

B. Derogatory Material

No material derogatory to an employee's conduct, service, character, or personality or any material which could have an adverse effect on an employee's status shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

C. No Separate File

The Board shall not establish any separate personnel file which is not available for the employee's review except for pre-employment academic and experience references.

ARTICLE 27

EVALUATION - TEACHERS

A. Frequency

1. Nontenured teachers shall be observed through classroom visitation by a certified supervisor at least three (3) times in each school year and tenured teachers at least one (1) time in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate supervisor. Each observation shall consist of at least a complete lesson in the elementary school and a full class period in the middle school.

2. No more than one observation/classroom visitation shall occur on the same day. No required observation/classroom visitation shall occur prior to the completion of the evaluation conference following the previous observation/classroom visitation.

3. Evaluation conferences shall occur within ten (10) school days of the observation.

B. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

C. Copies of Evaluations

A teacher shall be given a copy of any evaluation report prepared by his evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

D. Reports

Evaluation reports shall be presented to each teacher in accordance with the following procedures:

1. Such reports shall be issued in the name of the evaluator. The evaluator is the person who observed the teaching performance as required heretofore in this Article.
2. Such reports shall be addressed to the teacher.
3. Such reports shall be written in narrative form and shall include, when pertinent:
 - a. Strengths of the teacher as evidenced during the period since the previous report.
 - b. Areas of improvement needed by the teacher as evidenced during the period since the previous report.
 - c. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

ARTICLE 28

TRANSFERS AND REASSIGNMENTS

A. Teachers who desire a change in grade and/or subject may file a written statement with the principal no later than April 1.

B. The Superintendent shall deliver to the Association a list of known vacancies as they occur. This list shall also be posted in each school building.

C. In the event that a teacher objects to a change in grade and/or subject assignment, he may meet with the principal if he makes a request to do so within five (5) calendar days of the notice of reassignment. In the event that the teacher is dissatisfied with the results of this meeting, he may meet with the Superintendent. At each meeting, he may be accompanied by a representative of his own choosing.

D. All full-time teachers shall, be given written notice of class and/or subject assignments, and elementary school room stations not later than June 5 and master list of teaching assignments will be provided to the association.

E. Part-time employees shall be given notice of their schedules by July 31, if possible.

F. In the event that changes in such schedules, class and/or subject assignment, or room stations are made after the date set forth in D and E. above, the teacher shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall promptly be reviewed at a meeting between the superintendent, the principal, the teacher affected and a representative of his choosing.

ARTICLE 29

PROTECTION OF EMPLOYEES

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and/or safety.

B. 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. The Superintendent or his designee shall act in appropriate ways as liaison between the employee, the police, and the courts.

C. Teachers shall not be required to drive students with the exception of school nurses in an emergency.

ARTICLE 30

EMPLOYEE - BOARD LIAISON

At the request of the Association or the Board a meeting will be held to discuss concerns of either party. Each organization will be represented by up to three (3) representatives. The Superintendent and/or an administrator may be present if he chooses to attend. This meeting shall be conducted on a mutually convenient evening for a period not to exceed four (4) hours.

ARTICLE 31

INSURANCE PROTECTION

A. 1. During the term of this Agreement, except as set forth in paragraph D, E, and F below, the Board will provide the health-care insurance protection for full-time employees as outlined in our present policies and as designated below through the New Jersey State Health Benefits Plan or its equivalent. The Board shall pay the full premium for a full-time employee and his immediate family dependents.

2. The Board will make provisions for continuance of major medical insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association, in accordance with COBRA the full cost to be borne by the retired person.

B. All full-time employees shall receive prescription coverage except as set forth in Paragraphs D, E, and F below. The per employee annual cap on the Board contribution to this plan shall be: \$350.00 for single coverage; \$850.00 for husband and wife or family coverage; and \$470.00 for parent and child coverage. Caps to be adjusted annually for the duration of this agreement to provide no cost to the employee, however, the Board's maximum liability for prescription insurance premiums shall be the rate on June 30, 2005.

C. All full time employees shall receive a family dental plan, except as set forth in paragraphs D,E, and F below. The per employee annual cap on the Board contribution to this plan shall be: \$295.00 for single coverage; \$490.00 for husband and wife or parent and child coverage; and \$805.00 for family coverage.

D. Insurance under A, B., and C. above shall be provided to those unit employees who are regularly scheduled to work twenty five (25) or more hours per week. The twenty five (25) hour rule applies only to new hires as of July 1, 1996. All employees hired before July 1, 1996 will be grand-fathered at the 20 hour rule.

E. For new hires as of July 1, 1996, the Board will pay the full Premium for "single coverage only," as set forth in Paragraphs A, B, and C above, for full time employees, as defined in Paragraph D above, for the first three years of employment or until tenure is attained. During this period of time, full-time employees may purchase eligible dependent coverage at no expense to the Board of Education.

F. After three (3) years of employment, or the attainment of tenure, the Board of Education will pay the full premium for coverage in paragraphs A, B, and C above for the full-time employee and his/her immediate family dependents, if so desired.

G. When available, the Board will provide to each covered employee a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as above.

ARTICLE 32

DUES CHECKOFF

A. The Board agrees to deduct the monthly Association membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted and the individual employee names shall be certified to the Board by the NJEA, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association after such deductions are made.

B. Indemnity Clause

The provisions of this Article shall be effective in accordance and consistent with provisions of state and federal law. The Association shall indemnify the Board and hold it harmless against any and all suits, claims, demands, and liabilities that shall arise out of, or reason of, any action that shall be taken by the Board for the purpose of complying with Section A. of this Article or in reliance on any list or notice which shall have been furnished to the Board under any such provisions.

ARTICLE 33

MISCELLANEOUS PROVISIONS

A. This Agreement shall be honored by the Board of Education and the Association for the duration of the Agreement.

B. If any provisions 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 the law, but all other provisions or applications shall continue in full force and effect.

C. Nothing in this Agreement shall be construed as an offer of employment by the Board to any individual member of the Association; said offer of employment and its duration shall be made by the Board only in the form of a contract or offer of a contract to the individual in question and to that extent it shall supersede the provisions of the within Agreement.

D. It is expressly understood by the parties that this Agreement shall not be construed as granting tenure to custodial employees as may be provided for under N.J.S.A. 18A:17-4.

E. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement then this agreement during its duration shall be controlling.

F. Copies of this Agreement shall be reproduced within thirty (30) days after this agreement is signed, and presented to all teachers now employed or hereafter employed by the Board. Expense of the printing shall be shared equally by the Board and the Association.

G. A calendar of scheduled extra curricular activities shall be posted in the central office in each school.

H. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement either party shall do so with written notice at the following addresses:

1. If by Association, to:

The Board of Education of Green Brook
132 Jefferson Avenue
Green Brook, New Jersey 08812

2. If by the Board, to:

Green Brook Education Association
P.O. Box 154
Dunellen, New Jersey 08812

ARTICLE 34

DURATION OF THE AGREEMENT

A. This Agreement shall be effective as of July 1, 2005, and shall continue in effect for all provisions until June 30, 2008. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.

B. The parties agree that this contract will not be reopened as a result of passage of any minimum teaching salary legislation during the term of this Agreement.

GREEN BROOK BOARD OF EDUCATION

GREEN BROOK EDUCATION ASSOCIATION

 8/21/06

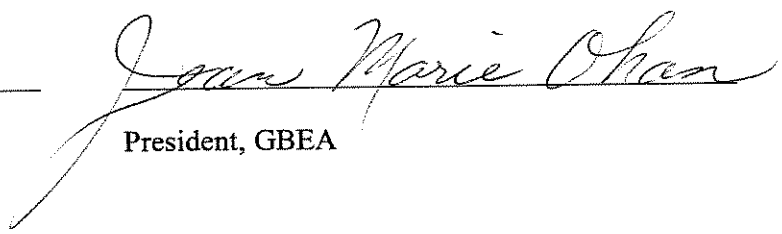


President

Chairperson, Negotiations Committee



Vice President



President, GBEA

2005-06 TEACHERS' SALARY GUIDE

Step	B.A.	B.A + 15	M.A.	M.A. + 30
1-2	41,690	42,650	43,830	44,710
3	42,585	43,545	44,725	45,605
4	42,785	43,745	44,925	45,805
5	43,105	44,065	45,245	46,125
6	44,205	45,165	46,345	47,225
7	45,305	46,265	47,445	48,325
8	46,505	47,465	48,645	49,525
9	47,855	48,815	49,995	50,875
10	49,405	50,365	51,545	52,425
11	51,340	52,300	53,480	54,360
12	53,300	54,260	55,440	56,320
13	56,145	57,105	58,285	59,165
14	59,020	59,980	61,160	62,040
15	61,920	62,880	64,060	64,940
16	64,855	65,815	66,995	67,875
17	67,805	68,765	69,945	70,825
18	70,770	71,730	72,910	73,790
19	73,750	74,710	75,890	76,770

- A. All teachers with between 10 and 15 years in Green Brook will receive a \$450 increment. All teachers with over 15 years in Green Brook will receive a \$650 increment. All teachers with over 20 years in Green Brook will receive a \$950 increment.

- B. Credits under this guide are graduate credits.

2006-07 TEACHERS' SALARY GUIDE

Step	B.A.	B.A. +15	M.A.	M.A. +30
1	42,500	43,460	44,640	45,520
2-3	43,375	44,335	45,515	46,395
4	43,750	44,710	45,890	46,770
5	44,125	45,085	46,265	47,145
6	45,225	46,185	47,365	48,245
7	46,370	47,330	48,510	49,390
8	47,575	48,535	49,715	50,595
9	48,925	49,885	51,065	51,945
10	50,475	51,435	52,615	53,495
11	52,390	53,350	54,530	55,410
12	54,350	55,310	56,490	57,370
13	57,170	58,130	59,310	60,190
14	60,045	61,005	62,185	63,065
15	62,940	63,900	65,080	65,960
16	65,855	66,815	67,995	68,875
17	68,805	69,765	70,945	71,825
18	71,770	72,730	73,910	74,790
19	74,750	75,710	76,890	77,770

- A. All teachers with between 10 and 15 years in Green Brook will receive a \$450 increment. All teachers with over 15 years in Green Brook will receive a \$650 increment. All teachers with over 20 years in Green Brook will receive a \$950 increment.
- B. Credits under this guide are graduate credits.

2007-08 TEACHERS' SALARY GUIDE

Step	B.A.	B.A. +15	M.A.	M.A. +30
1-2	43,850	44,810	45,990	46,870
3-4	44,850	45,810	46,990	47,870
5	45,850	46,810	47,990	48,870
6	46,850	47,810	48,990	49,870
7	47,950	48,910	50,090	50,970
8	49,050	50,010	51,190	52,070
9	50,190	51,150	52,330	53,210
10	51,990	52,950	54,130	55,010
11	53,790	54,750	55,930	56,810
12	55,690	56,650	57,830	58,710
13	57,640	58,600	59,780	60,660
14	59,975	60,935	62,115	62,995
15	62,405	63,365	64,545	65,425
16	64,955	65,915	67,095	67,975
17	67,605	68,565	69,745	70,625
18	70,305	71,265	72,445	73,325
19	73,020	73,980	75,160	76,040
20	75,750	76,710	77,890	78,770

- A. All teachers with between 10 and 15 years in Green Brook will receive a \$450 increment. All teachers with over 15 years in Green Brook will receive a \$650 increment. All teachers with over 20 years in Green Brook will receive a \$950 increment.

- B. Credits under this guide are graduate credits.

CUSTODIANS SALARY GUIDE FOR 2005-06

Step	Guide
A-B	32,968
C	33,486
D	33,986
E	34,486
F	35,926
G	37,516
H	39,256
I	41,146
J	43,186
K	45,376
L	47,716

CUSTODIANS SALARY GUIDE FOR 2006-07

Step	Guide
A	33,076
B-C	33,576
D	34,076
E	34,576
F	36,146
G	37,866
H	39,736
I	41,756
J	43,926
K	46,246
L	48,716

CUSTODIANS SALARY GUIDE FOR 2007-08

Step	Guide
A-B	35,266
C-D	35,766
E	36,266
F	36,766
G	38,166
H	39,716
I	41,416
J	43,266
K	45,266
L	47,416
M	49,716

All employees move diagonally from 2005-2008.

- A. All custodians with between ten (10) to fifteen (15) years in Green Brook will receive \$450 for longevity. All custodians with over fifteen (15) years in Green Brook will receive \$650 for longevity. All custodians with over 20 years in Green Brook will receive a \$950 increment.
- B. Custodians holding a Boiler License will receive \$650 per contract year.
- C. Custodians holding a valid Van License will receive \$210 per contract year.
- D. Substitute Head Custodian rate is \$7.85 per day.

SECRETARIES SALARY GUIDE FOR 2005-06

Step	Guide
A-B	33,904
C	34,921
D	35,969
E	37,048
F	38,159
G	39,304
H	40,483
I	41,698
J	42,949
K	44,237
L	45,564

SECRETARIES SALARY GUIDE FOR 2006-07

Step	Guide
A	34,798
B-C	35,842
D	36,917
E	38,024
F	39,165
G	40,340
H	41,550
I	42,796
J	44,080
K	45,402
L	46,764

SECRETARIES SALARY GUIDE FOR 2007-08

Step	Guide
A-B	36,761
C-D	37,864
E	39,000
F	40,170
G	41,375
H	42,616
I	43,894
J	45,211
K	46,567
L	47,964

A. All employees move diagonally from 2005-2008.

- B. All Secretaries with between ten (10) to fifteen (15) years in Green Brook will receive \$450 for longevity. All secretaries with over fifteen (15) years in Green Brook will receive \$650 for longevity. All secretaries with over 20 years in Green Brook will receive a \$950 increment.

Schedule A

VAN DRIVER HOURLY RATES

Step	2005-2006	2006-2007	2007-2008
1	18.60	19.27	19.97
2	19.16	19.85	20.57
3	19.73	20.45	21.19
4	20.32	21.06	21.83
5	20.93	21.69	22.48

Schedule B

LIBRARY AIDE HOURLY RATES

Step	2005-2006	2006-2007	2007-2008
1	13.88	14.40	14.92
2	14.30	14.83	15.37
3	14.73	15.27	15.83
4	15.17	15.73	16.30
5	15.63	16.20	16.79

Schedule C

PART TIME SECRETARY HOURLY RATES

Step	2005-2006	2006-2007	2007-2008
1	17.44	18.07	18.73
2	17.96	18.61	19.29
3	18.50	19.17	19.87
4	19.05	19.75	20.47
5	19.62	20.34	21.08

Schedule D

CLASSROOM AIDES HOURLY RATES

Step	2005-2006	2006-2007	2007-2008
1	13.60	14.10	14.62
2	14.01	14.52	15.06
3	14.43	14.96	15.51
4	14.86	15.41	15.98
5	15.31	15.87	16.46
6	15.77	16.35	16.95

EXTRA CURRICULAR SALARY GUIDE

	2005-2006	2006-2007	2007-2008
Athletic Director	2,904	3,020	3,141
AVA Carrier	1,388	1,444	1,502
AVA Elementary	940	978	1,017
AVA Middle	940	978	1,017
Baseball	2,503	2,603	2,708
Basketball	3,717	3,866	4,020
Cheerleading	595	619	643
Soccer	2,503	2,603	2,707
Softball	2,503	2,603	2,707
Track	2,503	2,603	2,707
Yearbook GBMS	1,135	1,180	1,227
Yearbook IEF	1,135	1,180	1,227
Newspaper	1,214	1,263	1,314
Photographer GBMS	727	756	786
Photographer IEF	727	756	786
Student Council	1,201	1,249	1,299
Eight Grade Advisor	1,201	1,249	1,299
Printer	727	756	786
Robotics	777	808	840

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