AGREEMENT

between

The Glen Rock
Board of Education

and

The Glen Rock
Education Association

covering the period July 1, 1991 to June 30, 1992

TABLE OF CONTENTS

		<u>Page</u>
Preamble		3
Article		
1.0 Princ	ciples	3
2.0 Reco		
	oyee, Association and Management Rights	3 4 5 6 7
	fication of Agreement	5
	esentation Fee	6
	gned and Non-assigned Time	-
	oyee Salaries oyee Benefits	12
9.0 Holid		13 15
10.0 Vacat		16
	oyee Assignment and Facilities	17
12.0 Evalu		18
13.0 Comme	endations and Complaints	20
	essional Development Program	21
	act of Schools	22
	ce of Job Opportunities	22
	atical Leave	22
	ration Pay	25
	Dismissal, Layoff and Rehiring	26
	edures for reacher Aides ellaneous Provisions	26 27
	vance Procedure	27
22.0 Savir		32
23.0 Durat		32
APPENDIX A.1	Salaries for Certificated Employees in	
	Teaching and Service and Technical Personnel	33
APPENDIX A.2	Salaries for Secretarial Employees	37
APPENDIX A.3	Salaries for Maintenance	
	and Custodial Employees	38
APPENDIX A.4	Salaries for Teacher Aides	39
	Rules and Compensation for Differentials, Overtime and Summer Employment	40
	• •	
	Rules and Stipends for Co-curricular	
	Positions	43
APPENDIX D	Rules and Compensation for Professional	
	Recognition and Longevity	46
APPENDIX E	Separation Pay Rates and Maximums	48

PREAMBLE

THIS AGREEMENT is made and entered into by and between the GLEN ROCK BOARD OF EDUCATION ("Board") and the GLEN ROCK EDUCATION ASSOCIATION ("Association").

ARTICLE 1.0 PRINCIPLES

- 1.1 This Agreement ("Agreement") is negotiated to establish for its duration the terms and conditions of employment of those Employees ("Employees") of the Board set forth in the Recognition Clause.
- 1.2 The provisions of this Agreement will constitute a binding obligation of the parties for its duration, except as it may be changed by mutual consent in writing. Any previously-adopted policy, rule or regulation of the parties or individual contract with an Employee which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policies, rules or regulations of the parties or individual contracts with Employees will operate retroactively unless expressly stated in the Agreement.
- 1.3 If notice is required under this Agreement, it shall be sent by the Board to the President of the Association and to the Superintendent, or by the Association to the President of the Board and to the Superintendent.

ARTICLE 2.0 RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative for collective negotiations on terms and conditions of employment on behalf of the Employees set forth below:
 - 2.2 Certificated Employees in Teaching and Service

Classroom Teachers
Nurses
Librarians
Social Workers
Coordinators
Psychologists
Supplemental Teachers
Speech Therapists
Specialists
Remedial Instructors
Department Chairpersons
Guidance Counselors
Learning Disabilities Teacher Consultants

2.3 Technical Personnel

Assistant to Librarian Media Technician Trainer

2.4 Secretaries

Elementary and Secondary Principal Child Study Team Community School Assistant Principal Guidance Attendance/Athletic Director Library Switchboard

2.5 Teacher Aides

2.6 Maintenance and Custodial Employees

Head Custodians - Secondary and Elementary Maintenance Custodians Courier Bus Drivers

2.7 Persons who may be employed in the above classifications as per diem substitutes are not covered by this Agreement, but new Employees who are not required to have an administrator or supervisory certificate are covered by this Agreement.

ARTICLE 3.0 EMPLOYEE, ASSOCIATION AND MANAGEMENT RIGHTS

3.1 Employee Rights

- 3.1.1 Pursuant to the N.J. Employer-Employee Relations Act, the Board agrees that every Employee of the Board covered by this Agreement shall have the right freely to organize, join and support the Association and its affiliates, and in concert with fellow members engage in those activities expressly enumerated in the Act or to refrain from any or all such activities.
- 3.1.2 No tenured Employee shall be discharged, disciplined or reduced in rank or compensation except through established procedures. Any such action asserted by the Board or any agent or representative of the Board shall be subject to the Grievance Procedure of this Agreement with the exceptions of a discharged, non-tenured Employee grieving such discharge and a tenured Employee against whom charges have been brought pursuant to the provisions of the N.J. Tenure Employees Hearing Law.

- 3.1.3 Before recommending to the Board that an Employee be formally reprimanded, suspended or otherwise disciplined (except by the withholding of a salary increment and/or adjustment, in which case the provisions of Article 12 shall apply), the Superintendent shall provide an opportunity for the Employee to meet with the Superintendent and appropriate members of the administrative staff to present data. The Employee shall receive advance written notice of the reasons for the meeting and may be accompanied by a person of the Employee's choice for advice and/or representation. If such a recommendation is made to the Board the Employee shall, upon request, be granted an appearance before the Board and shall have the same rights as with the Superintendent's meeting.
- 3.2 Association Rights. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation.

3.3 Management Rights

- 3.3.1 The Board retains and reserves to itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it before the signing of this Agreement by the laws and the constitutions of New Jersey and of the United States.
- 3.3.2 The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by this Agreement and then only to the extent such specific and expressed terms are in conformance with the laws and the constitutions of New Jersey and of the United States and the decisions of the Commissioner of Education.

ARTICLE 4.0 MODIFICATION OF AGREEMENT

- 4.1 As prescribed by law, 120 days before election, the Board agrees to enter into negotiations with the Association over a successor agreement. By the same date, the Association agrees to present to the Board its proposals for a successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing. After ratification by the Association and the Board, the agreement shall be signed by both parties.
- 4.2 During negotiations, the party making proposals shall provide them in writing to the other party. Negotiations shall commence with a meeting at a mutually satisfactory place

within 15 days after receipt of a proposal, unless the parties agree to an extension of time. During negotiations, the parties shall present relevant data, exchange points of view and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information in its possession which is not privileged by law and which is relevant to the subject under discussion. Either party may, if it desires, utilize the services of outside consultants and may call professional and lay representatives to assist in the negotiations.

4.3 If conferences, meetings or negotiations relating to this Agreement or its successor are mutually scheduled during working hours, members of the Association shall suffer no loss in pay.

ARTICLE 5.0 REPRESENTATION FEE

- 5.1 Purpose of Fee. If an Employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, the Employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.
- 5.2 Amount of Fee. Before the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to the maximum allowed by law.
- 5.3 Deduction and Transmission of Fee. The Board agrees to deduct from the salary of any Employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section 5.2 above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments as nearly as possible from the paychecks paid to each Employee during the remainder of the membership year in question. The deductions will begin 30 days after the Employee begins employment in a bargaining unit position.

5.4 Termination of Employment. If an Employee who is required to pay a representation fee terminates employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck of the Employee and transmit it promptly to the Association.

- 5.5 Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
 - 5.6 Indemnification and Save Harmless Provision.

Liability. The Association agrees to idemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article provided that the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

ARTICLE 6.0 ASSIGNED AND NON-ASSIGNED TIME

- 6.1 Certificated Employees in Teaching and Service
- 6.1.1 Curriculum and Instructional Activity Program. Employees, in addition to the regular work week as provided under this Agreement, will provide an additional 50 minutes of student contact or department duty per week for the support of activities that will extend and or enrich the instructional program of the schools. The intent of the additional student contact time is to offer instruction to individuals and small groups. Entire class instruction is not precluded and is at the discretion of the Such activities may include, but are not limited to teacher. seminars, tutorials, supplementary instruction and other programs that may help students in need of remedial assistance or to provide enrichment opportunities. All such activities will be coordinated through the Principal's Council in each school and such activities will require the approval of the administration.
- 6.1.2 The Association by June 12, 1992 will assess the 50 minute Program and determine on behalf of the Association whether the concept shall be continued in the future. Following the Association's finding and approval of the concept the Board will determine whether to continue the concept for the next agreement.
- 6.1.3 In recognition of the additional 50 minutes of time per week the Teacher salary guides for 1991-92 include a one percent increase to the 1990-91 guides. Such increase will revert to zero for the next agreement if the 50 minute Program is discontinued.
- 6.1.4 Instructional Planning. Teachers will be guided by the Professional Growth Plan section of their evaluation with respect to planning lessons. Teachers who have received satisfactory evaluations shall not be required to submit

standardized daily or weekly lesson plans. A teacher may be required to submit daily or weekly lesson plans which involve a mandated procedure or form, in cases where lesson plans are not evident. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed. However, lesson plans shall be kept and shall be open to the principal, other administrators, or Department Chairpersons for review if requested.

- 6.1.5 Teachers who have received unsatisfactory evaluations must submit all lesson plans to their principal for the purpose of instructional improvement.
 - 6.2 Junior & Senior High School Certificated Employees
- 6.2.1 Lunch Periods. Each Employee shall have a duty free lunch period equivalent in length to that of the applicable student lunch period.
- 6.2.2 Preparation Time. Each regular classroom teacher shall have daily preparation time in length equivalent to two mods, or one period, during which the teacher shall perform tasks relating to classroom activities.
- 6.2.3 Department Chairpersons. Department Chairpersons shall receive a differential for their additional duties as Department Chairpersons and shall be provided with an average of one period per day to perform department duties, curriculum supervision, and instructional help to members of their departments, but excluding personnel evaluation. The time provided may be waived with the consent of the Chairperson.
- 6.2.4 Daily Teaching Load. The daily teaching load shall be 5 periods for all regular classroom teachers with the following exceptions:
- 6.2.4.1 Laboratory science teachers shall teach four laboratory classes.
- 6.2.4.2 Special class teachers, special education teachers and resource room teachers shall teach 5 classes and be assigned one period for special class conferences.
- 6.2.4.3 By mutual consent, teachers may accept teaching or other assignments in addition to the foregoing.
- 6.2.5 Laboratory science teachers shall not be assigned to study halls or cafeteria duty. Grade 9-12 English teachers may be assigned to either homeroom duty or library duty, but not both, and shall not be assigned to any other duties.
 - 6.3 Elementary School Certificated Employees

- 6.3.1 Work Week. The work week is 36 hours and 40 minutes plus 50 additional minutes as per Article 6.1.1 exclusive of scheduled evening meetings and defined faculty meetings. This time is to be devoted to professional duties and to lunch as defined below:
- 6.3.1.1 Instructional-supervisory time shall be 26 hours and 15 minutes per week, plus 50 additional minutes as per Article 6.1.1 which does not include supervision of students before the A.M. or P.M. sessions, dismissal of students, activities assigned by the teacher after regular student dismissal time nor lunchtime supervision.
- 6.3.1.2 During student lunch time, an "Elementary School Employee" shall be present at all times to serve in a supervisory capacity. The responsibility for supervision of the lunch program shall be met first by volunteers from the certificated Employees assigned to each school and if no volunteers can be found, by assignment of each certificated Employee selected by the principal on a rotating basis. Employees shall be paid for lunch program supervision at the rate of \$18.00 for each lunch session.
- 6.3.1.3 All remaining time shall be used for planning, conferencing, preparing, and carrying out the duties and responsibilities of a teacher. A daily preparation and conference period shall be scheduled for all elementary teachers whenever possible.
- 6.3.1.4 On days when elementary teachers have parent conferences, students will be dismissed after 4 hours. There shall be one evening for conferences that shall end no later than 9:30 p.m. No conferences will be scheduled on election day.

6.4 Child Study Team

- 6.4.1 The work week is 36 hours and 40 minutes plus 50 additional minutes as per Article 6.1.1, exclusive of scheduled evening meetings and defined faculty meetings.
- 6.4.2 This time shall include a daily duty free lunch period of 60 minutes.

6.5 Meetings.

- 6.5.1 No meetings shall be scheduled on the third Thursday of each month which shall be reserved for Association meetings with its unit members.
- 6.5.2 A full staff meeting shall be defined as one that is designed to include the entire faculty of a school.

- 6.5.3 Except in cases of emergency, no more than two staff meetings may be called in each school each month, and when called shall end not later than 75 minutes after the regular student dismissal times. Staff meetings shall not be called on any day immediately preceding a day on which teacher attendance is not required at school, except in cases of emergency.
- 6.5.4 Meetings of departments, committees, and other similar small segments of the staff may be called on any school day. Whenever practical, meetings shall not be called for a day immediately preceding a day on which teacher attendance is not required.
- 6.5.5 On any day that an Employee is required as part of regular duties to attend a school function in the evening, the Employee shall not be required to attend any committee or similar meeting after regular student dismissal time; however, the Employee may choose to attend the meeting. If not, the Employee has an obligation to notify the caller of the meeting. Compensated co-curricular duties shall not be included in the above reference to "school function in the evening."
- 6.5.6 On 3 days during each school year the district schools will dismiss students at 12:45 p.m. to have meetings. The administration will develop two agendas with teacher input and the teachers will develop one agenda with administration input. Such meetings shall be held on either Monday or Thursday, and shall not end later than 75 minutes after the regular student dismissal times.
- 6.6 In-service Training. In-service training sessions when called shall not end later than 75 minutes after regular student dismissal times.
- 6.7 School Year. The in-school work year for Certificated Employees and Technical Personnel shall not exceed 184 days, except for new Employees who may be required to attend an additional one day of orientation, and shall be as follows:
 - up to 182 student contact days
 1 day immediately before school opens
 1 day immediately after school closes
- 6.8 Emergency Closing. In event of emergency closing of school, the days during which school is closed shall be rescheduled at the Board's discretion either during the spring recess, which had been previously determined by the Board, and/or at the conclusion of the scheduled school year.
 - 6.9 Maintenance and Custodial Employees

- 6.9.1 The regular work week shall be 40 hours. All hours over 40 in any week or over 8 hours in one day shall be paid at the overtime rates set forth in Appendix B.
- 6.9.2 The 35 hour work week and duties of bus drivers shall conform to past practice with overtime paid at the rates set forth in Appendix B.
 - 6.10 Secretaries
- 6.10.1 The base work week is the week on which salary is based, and is 37 1/2 hours.
 - 6.10.1.1 The work week is 35 hours.
- 6.10.1.2 From July 1 until the beginning of the last week before school opening in September, the work week is 34 hours which reflects an hour early departure on Friday.
 - 6.10.1.3 Any Employee will work longer upon request.
- 6.10.1.4 Abuse of 6.10.1.1., 6.10.1.2, or 6.10.1.3 is grievable.
- 6.10.1.5 12-month Secretaries shall be required to work an additional 46 hours per year. 10-month Secretaries shall be required to work an additional 40 hours per year. These work hours shall be scheduled by mutual agreement between the secretary and the immediate supervisor, and will need to be exhausted before compensatory time will be authorized.
- 6.10.1.6 The Association by June 12, 1992 will assess the hour bank concept and determine on behalf of the Association whether the concept shall be continued in the future. Following the Association's finding and approval of the concept the Board will determine whether to continue the concept for the next agreement.
- 6.10.1.7 In recognition of the additional hours per year, the Secretarial salary guides for 1991-92 include a two percent increase to the 1990-91 guides. Such increase will revert to zero for the next agreement if the additional hours per year are discontinued.
- 6.10.2 The work year for 10-month Secretaries will be from September 1 through June 30.
- 6.10.3 Inclement weather. Secretarial Employees shall not be required to report to work on days when inclement weather causes school to be closed.

6.11 Teacher Aides

- 6.11.1 The work year shall not exceed 184 days, except for new Employees who may be required to attend an additional day of orientation, and shall be as follows:
 - 182 student contact days
 - 1 day immediately before school opens
 - 1 day immediately after school closes
- 6.11.2 Full-time Employees shall work 5 hours and 30 minutes per school day.

ARTICLE 7.0 EMPLOYEE SALARIES

- 7.1 The salary policies for Employees shall be guided by the negotiated Agreement between the Association and the Board in accordance with the provisions of the N.J. Employer-Employee Relations Act.
- 7.2 Salary Guides for all Employees covered by this Agreement are set forth in Appendices A.1, A.2, A.3 and A.4 of this Agreement. Rules for placement and movement on these Guides are also set forth in these Appendices.
- 7.3 The determination of whether an Employee has met any requirements for placement on a particular Guide shall be made by the Superintendent, and in all cases that decision shall be final.

7.4 Increment or Adjustment

- 7.4.1 The granting of any salary increment and/or adjustment as set forth in the salary guides shall not be deemed to be automatic.
- 7.4.2 The withholding of any salary increment and/or adjustment shall be governed by the provisions of N.J.S.A. 18A:29-14 as amended, and Article 12 of this Agreement.
- 7.5 Rules and compensation for differentials, overtime and summer employment are set forth in Appendix B of this Agreement.
- 7.6 Rules and stipends for co-curricular positions are set forth in Appendix C of this Agreement.
- 7.7 Rules and compensation for professional recognition and longevity, which is in addition to the salaries set forth in the Guides, is set forth in Appendix D of this Agreement.
- 7.8 Paydays shall be on the 15th and last day of the month. If a payday falls on a weekend or school holiday or during a school vacation, Employees shall be paid on the school day that immediately precedes the payday.

ARTICLE 8.0 EMPLOYEE BENEFITS

- 8.1 Medical Insurance. The full premium cost for Employees and their Dependents for the N.J. Public and School Employees Health Benefits Program will be paid by the Board.
- 8.2 Dental Insurance. The full premium cost for Employees and their Dependents for dental and orthodontic coverages under the Delta Program 1B will be paid by the Board.

8.3 Travel Reimbursement.

- 8.3.1 Travel expenses incurred by Employees in the discharge of their duties will be reimbursed if there has been advance approval from the Superintendent. Each Employee shall keep adequate records of travel expenses including a daily log and receipts when possible, and shall submit a voucher monthly to the Business Office for reimbursement.
- 8.3.2 With advance approval from the Superintendent, Employees will be reimbursed by voucher for the use of their personally-owned automobiles at the mileage rate in effect for federal employees. This rate includes all automobile expenses except parking and toll charges which may be listed additionally.
- 8.4 Uniforms. Each year the Board will provide Maintenance and Custodial Employees with two uniforms and one pair of shoes, and each Employee's choice of either a light or heavy-weight jacket or an additional uniform. Uniforms and jackets will be worn on duty except during summer recess when uniforms shall be optional. New Employees will be provided uniforms within 90 days of their appointment.
- 8.5 Sick Leave. All 10-month Employees shall be granted 10 sick days in each year, and 12-month Employees shall be granted 12 sick days in each year. If an Employee has been hired after the school year has commenced or either resigned during the school year or taken a leave of absence for a part of the school year and the Employee had not otherwise utilized the annual allotment of sick days prior thereto, then the Employee shall be credited with one sick day for each month of employment during the year in question.

8.6 Anticipated Disability Leave

8.6.1 Any Employee who anticipates absence as a result of disability, which will cause the Employee to be temporarily physically incapacitated, such as surgery, pregnancy, or medical treatment requiring confinement, may apply for an Anticipated Disability Leave. All Employees anticipating such disability shall notify the Superintendent as soon as the disabling condition becomes known.

- 8.6.2 Such a leave of absence may be charged to the Employee's sick leave account.
- 8.6.3 An Employee may choose to continue to work if capable of performing all regularly assigned duties, provided a physician's note, indicating the date beyond which the Employee should not work, is submitted to the Superintendent. Should the school physician disagree with this date, the Employee and the Board shall mutually choose a third physician whose medical opinion shall be binding. Should this prove impossible, a third physician shall be selected by the Bergen County Medical Society. Costs shall be shared equally by the Employee and the Board.
- 8.6.4 The Board is not obliged to permit an Employee who has given notice of an anticipated disability to continue in the performance of duties if the Employee's performance has substantially declined since the notice was given.
- 8.6.5 All sick leave provisions granted under NJSA 18A:30-1 shall be applicable.
- 8.6.6 An Employee requesting an anticipated disability leave shall specify in writing to the Superintendent the anticipated date of return to duty. Before permitting such resumption of duty, the Board may request certification from a physician that the Employee is capable of resuming a full-duty schedule.
- 8.6.7 Should a requested date for the resumption of duties substantially interfere with the educational program, the Board may alter the date before granting permission to return.
- 8.6.8 The Board may, subject to the provisions of NJSA 18A:30-1, 30-6 and 30-7, extend or reduce the period of time relating to a disability leave if this is requested in writing by the Employee.
- 8.6.9 The Board is under no obligation to grant or extend a disability leave of absence to any non-tenured Employee beyond the end of the contracted school year in which the leave begins.
- 8.6.10 An Employee shall have the right to apply for a leave without pay for child rearing purposes. If both parents are employed by the school system, only one may be entitled to such a leave. The period for which such leave may be granted will be to the end of the school year in which the leave is granted and thereafter will be at the discretion of the Board.
 - 8.7 Other Leaves of Absence Secretarial Employees.

- 8.7.1 Association Service or Public Office. The Board agrees that up to two Employees designated by the Association shall, upon written request, be granted leave without pay for up to one year to engage in activities of the Association, N.A.E.S. or N.J.A.E.S., or to campaign for and serve in public office.
- 8.7.2 Military. Military leave without pay shall be granted to any Employee who is inducted or enlists in the U.S. military service. The leave shall extend to three months after discharge or to three months after recovery from any wound or sickness at the time of discharge. A leave of up to two years without pay shall be granted to the spouse of any Employee who is inducted in the U.S. military.
- 8.7.3 Illness in Family. A leave of absence without pay of up to one year shall be granted at the Board's option for the purpose of caring for a sick member of an Employee's immediate family. Additional leave may be granted at the discretion of the Board. Immediate family will cover: spouse, children, parents, sisters, brothers, aunts, uncles, grandparents and grandchildren.
- 8.7.4 Good Cause. Other leaves of absence without pay may be granted by the Board for a good reason.

8.7.5 Return from Leave.

- 8.7.5.1 Salary. An Employee shall not receive increment for time spent on a leave except for an Employee in military service. Upon return from military leave, an Employee shall be placed on the salary schedule at the level the Employee would have achieved if the Employee had not been absent.
- 8.7.5.2 Benefits. All benefits to which an Employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored to the Employee upon returning to work, and the Employee shall be assigned to a similar position to that held at the time said leave commenced.
- 8.7.6 Extensions and Renewals. All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE 9.0 HOLIDAYS

- 9.1 Secretaries shall be granted the holidays established by the school calendar. However, they may be required to work, upon request, if an emergency situation arises.
 - 9.2 Maintenance and Custodial Employees.
- 9.2.1 The following holidays shall be granted without loss of pay:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day and the following Friday
Christmas Eve
Christmas Day
Extra days:

Two days during Christmas vacation One day during mid-winter recess One day during spring recess

- 9.2.2 If a holiday in 9.2.1 is a school day, the Business Administrator, with one month's notice, may require Employees to work. For each such day worked, Employees shall be paid at twice their basic salary and shall be granted a personal day for use during the remainder of the school year to be scheduled mutually with the Business Administrator.
- 9.2.3 The Business Administrator, with one month's notice, may require Employees to work on the two extra days off during Christmas vacation. For each such day worked, Employees shall be granted a personal day for use during the remainder of the school year to be scheduled mutually with the Business Administrator.
- 9.2.4 If a holiday falls on a Saturday or Sunday, Employees shall receive instead a day off on the preceding Friday or the following Monday, as the Board shall decide.

ARTICLE 10.0 VACATIONS

- 10.1 12-month Secretarial Employees.
- 10.1.1 On each anniversary of employment, each Employee's vacation for the year that follows shall be determined by the Employee's length of service as follows:

<u>Length of Service</u>	<u>Vacation Time</u>
Less than 3 years	10 days
3 but less than 7 years	15 days
7 or more years	20 days

10.1.2 Vacation periods shall be determined mutually between the Employee and the unit administrator to ensure coverage whenever possible.

- 10.1.3 Vacation shall normally be taken by the week before school starts. If circumstances prevent this, vacation shall be taken at a time mutually agreeable to the Employee and the Superintendent.
- 10.1.4 No more than 10 unused vacation days may be carried over past an Employee's anniversary date, and no reimbursement will be made for unused vacation. For terminating Employees who have not used their vacation days, the Superintendent may grant the vacation days or reimburse the Employee for them at the current salary rate.
 - 10.2 12-month Maintenance and Custodial Employees.
- 10.2.1 On each July 1st, each Employee's vacation for the year that follows shall be determined by the Employee's length of service on that July 1 as follows:

<u>Length of Service</u>	Vacation Time
More than 6 months but less than 1 year	5 days
1 year or more but less than 3 years	10 days
3 years or more but less than 7 years	15 days
7 years or more	20 days

10.2.2 Vacation pay for Employees shall be at the current salary rate at the time vacation is actually taken.

ARTICLE 11.0 EMPLOYEE ASSIGNMENT AND FACILITIES

11.1 Assignment

- 11.1.1 Each presently-employed teacher who is rehired shall be given written notice of salary and teaching assignment for the following year no later than one week before the last day of school, and of room assignment no later than one week before the first day of school.
- 11.1.2 If changes in assignment are made, the teachers affected shall be notified promptly and shall have the right to a conference with the administrator in charge of scheduling.
- 11.1.3 When regular classroom teachers in the Junior-Senior High School are required to change subject area teaching stations more than two times during the school day, they shall be

notified as soon as possible and have the right to a conference with the administrator in charge of scheduling.

- 11.1.4 No teacher shall be required to teach for more than four consecutive hours.
- 11.1.5 All chaperoning on non-school days shall be voluntary.
- 11.1.6 An up-to-date student class enrollment by student name shall be provided for each teacher's own classes by October 15.
- 11.1.7 Teaching staff members may volunteer to cover classes for absent colleagues during their preparation periods. If no volunteer is available, a teacher can be assigned once per year in an emergency situation.
- 11.1.8 Teachers who volunteer to cover classes for colleagues shall be paid for all periods worked beyond the third in a school year at the summer hourly rates set forth in Appendix B Section B.3.1.3.
- 11.1.9 Teachers who do tutorial work that has advance approval by the Superintendent shall be paid at the summer hourly rates set forth in Appendix B Section B.3.1.3.

11.2 Facilities

- 11.2.1 Faculty rooms shall be reserved in each building for the exclusive use of Employees except where scheduled use shall be determined by a joint committee of the Faculty Representative or the Representative's designee and an administrator in the affected building.
- 11.2.2 Each teacher shall be provided with a work area, chair, and filing cabinet for the teacher's exclusive use. Teachers who travel among buildings will have a work area in each building if space is available.
- 11.2.3 The Board shall provide at least one public pay telephone, with some privacy, in each school building in which members of the Association are assigned

ARTICLE 12.0 EVALUATIONS

- 12.1 Certificated Employees In Teaching And Service and Technical Personnel
- 12.1.1 A formal evaluation means a visit, a conference and a written report. A school day means a day when students are in attendance. Tenured and non-tenured Certificated Employees may

be evaluated by two administrators or supervisors either by request of the Employee or the administration.

12.1.2 Tenured Employee Evaluations

- 12.1.2.1 Tenured Employees will have the benefit of one formal evaluation per school year. Observations and evaluations may include events outside of the instructional process but limited to professional responsibilities within the school day.
- 12.1.2.2 Within 5 school days after a formal evaluation, the Employee will receive a written report and a conference with the evaluator.
- 12.1.2.3 The report and conference shall include specific recommendations for improvement and warning of possible withholding of increment or adjustment.
- 12.1.2.4 Employees shall be given at least 30 school days after a formal evaluation to correct any deficiencies, after which the Employee shall have the benefit of another formal evaluation.

12.1.3 Non-tenured Employee Evaluations

- 12.1.3.1 All non-tenured Employees shall be evaluated in accordance with N.J.S.A. 18A:27-3.1 et seq. Observations and evaluations may include events outside of the instructional process but limited to professional responsibilities within the school day.
- 12.1.3.2 Nothing in this Article 12.1.3 shall supersede the provisions of Article 21.1 of this Agreement.

12.1.4 Increment Withholding.

- 12.1.4.1 The Employee will be given the opportunity to present data simultaneously to the Superintendent and the Employee's principal, unit administrator, or central administrator. During this presentation, the Employee may be accompanied by a person of the Employee's choice for advice and/or representation.
- 12.1.4.2 Following such presentation and before any recommendation is made to the Board, the Superintendent shall provide the Employee with a written statement relating to the possible withholding of increment or adjustment.
- 12.1.5 If the Superintendent shall make a recommendation to the Board to deny an increment or adjustment, the Employee and the Employee's representative may, upon request, appear before the Board to present data in the Employee's behalf before any formal Board action on the recommendation.

- 12.1.6 The Board may pay any denied increment in any future year as an adjustment increment.
- 12.1.7 Judgments regarding an Employee's performance shall be a continuum, not bounded by artificial constraints or calendar.

12.2 Teacher Aides

- 12.2.1 Aides shall be evaluated once a year or more and shall be notified by October 1 of the identity of their evaluator. A conference between the Aide and the evaluator for the purpose of making suggestions and identifying any deficiencies shall be held within three school days after the evaluation.
- 12.2.2 Aides shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
- 12.2.3 Aides shall be given a copy of any report prepared by the evaluator at least one day before any conference to discuss it. An evaluation report shall not be submitted to the central office, placed in an Aides's file or otherwise acted upon unless there has been a conference with the Aide. An Aide shall not be required to sign a blank or incomplete evaluation report.
- 12.2.4 Aides shall have the right, upon request, to review their personnel file and to have copies of any documents in it. Aides shall be notified of anything placed in their files other than standard district forms or letters.
- 12.2.5 Before recommending to the Board that an Aide's increment be withheld or adjusted, the Superintendent shall provide an opportunity for the Aide to meet with the Superintendent and appropriate members of the administrative staff to present data. The Aide shall receive advance written notice of the reasons for such meeting and shall be entitled to be accompanied by a person of the Aide's choice for advice and/or representation. If such a recommendation is made, the Aide shall, upon request, be granted an opportunity to appear before the Board in an informal, non-adversary hearing to provide opportunity to convince the Board against the recommendation. The Board will notify the Aide of its final decision within 5 school days following the informal hearing.

ARTICLE 13.0 COMMENDATIONS AND COMPLAINTS

13.1 Commendations.

13.1.1 All commendations received shall be placed in the Employee's file.

- 13.1.2 The Employee shall be notified of such commendations.
 - 13.2 Complaint Procedure.
- 13.2.1 If specific charges are to be brought against an Employee, the specifics of the charges shall be communicated to the Employee in writing by an administrator. Should a hearing be held with respect to such charges, the Employee shall be afforded opportunity to present evidence and to provide such other defenses as may be appropriate. Copies of records of any such hearings are to be placed in the Employee's personnel file and shall be provided to the Employee as well.
- 13.2.2 Any complaint which is to be placed in an Employee's personnel file and/or used in evaluation or a hearing will be shared with the Employee within 40 school days or will not be used. The Employee shall have the right to know the identity of the complainant if such complaint will be used in an evaluation or a hearing.

ARTICLE 14.0 PROFESSIONAL DEVELOPMENT PROGRAM

- 14.1 The Board agrees to cooperate with the Association in arranging inservice courses, workshops and programs designed to improve the quality of work performed by its Teacher Aides. Inservice programs shall be conducted during the normal workday when possible. All such programs conducted after the normal workday or during normal nonworking time at which attendance is required shall be compensated at the rate of \$15 per hour.
- 14.2 The Board may pay registration fees for Secretarial Employees who attend job-related workshops, conferences or seminars. Attendance must be approved by the immediate supervisor, recommended by the Superintendent and approved by the Board.

14.3 Tuition Reimbursement.

- 14.3.1 The Board will pay the full cost of tuition for any courses, workshops, training or other such sessions that the Board requires an Employee to take or otherwise approved in advance by the Superintendent.
- 14.3.2 The Board will reimburse Employees, other than secretaries, at the rate of 75% of tuition costs to a maximum of \$1,200 subject to 14.3.3, for courses approved in advance by the Superintendent. Secretaries will receive 100% reimbursement for a grade of "B" or better, and 75% for a grade of "C," with the same maximum. These rates are per school year and non-accumulative and apply only to Employees taking courses while under contract in Glen Rock. This does not apply to Maintenance and Custodial Employees.

14.3.3 Tuition reimbursement shall be paid with respect to those courses in which a grade of "B" or better is attained or a "P" in a pass-fail course. If a course is either graded or pass-fail, the grade option must be taken.

ARTICLE 15.0 CONDUCT OF SCHOOLS

- 15.1 The Association membership of the Board-Staff-Policy Council shall consist of 4 to 8 members designated annually by the Association. The Board membership of the Council shall consist of not more than 4 members of the Board, plus the Superintendent of Schools. Such Board members are to be designated annually by the Board. The Council shall meet at least once each school year for the purpose of reviewing current Board policies directly affecting the members of the Association with the objective of proposing modification or new policies that may be jointly judged appropriate. Either group may initiate such meetings.
- 15.2 All written Board policies relating to students and Employees will be furnished to each Employee at the start of the school year. A copy of any such policy adopted during the school year shall be furnished promptly to the Association.

ARTICLE 16.0 NOTICE OF JOB OPPORTUNITIES

- 16.1 Before seeking applications for any new or vacant position, notice that a job opportunity exists shall be posted in each school and sent to the Association.
- 16.2 A notice shall include the title of the position, the qualifications for the position, any examination requirements and the method of determining compensation for the position.

ARTICLE 17.0 SABBATICAL LEAVE

17.1 An application for sabbatical leave shall be recommended by the Superintendent and approved by the Board only when, in their considered judgment, the professional competence of the Employee and the general efficiency of the school system will be benefited.

17.2 Eligibility.

17.2.1 Any Certificated Employee in Teaching or Service who has completed seven years of continuous and satisfactory service in Glen Rock may be granted a sabbatical leave for one year, one semester or one summer for an approved purpose as delineated below.

- 17.2.2 After each subsequent period of seven years of satisfactory service, a further sabbatical leave may be granted.
- 17.2.3 A one-semester sabbatical shall be counted as a full leave. A full year's sabbatical may not be split between two different school years.
 - 17.3 Purposes.
- 17.3.1 The general reasons for sabbatical leave shall include the following:
- 17.3.1.1 Study, including residency requirement for graduate degree.
 - 17.3.1.2 Travel, when associated with subject field.
- 17.3.1.3 Research leading toward publication, or writing for publication, when in subject field.
 - 17.3.1.4 Other approved purposes.
- 17.3.2 Work opportunities, when minor in nature and directly growing out of one of the purposes, may be approved; however, sabbatical leave is not intended to provide for the substitution of full-time, fully-compensated employment in place of regular professional assignment in Glen Rock.
- 17.3.3 The Employee on leave shall make a regular written report to the Superintendent once every two months.
 - 17.4 Number of Leaves.
- 17.4.1 Not more than two Employees may be granted a full year or one-semester sabbatical leave for the year in the same school. Not more than two Employees may be granted a sabbatical leave for any summer.
 - 17.5 Application for Leave.
- 17.5.1 Applications shall be submitted between October 1 and the first school day in January of the year preceding the school year for which the leave is requested. No other applications will be considered, except in the discretion of the Superintendent and with the approval of the Board.
- 17.5.2 The decision of the Board shall be transmitted to each applicant in writing by March first. An Employee granted a leave shall notify the Board of the final decision to take the leave or not by April 15.

- 17.5.3 Except for summer sabbaticals, approved leaves shall generally start in September, except that a one-semester leave may begin in February.
- 17.6 Status of Tenure and Pension. The period of sabbatical leave shall count as regular service for the purpose of retirement planning and placement on the salary guide. Contributions by the Employee to the retirement fund shall continue as usual during the leave. Tenure rights shall not be impaired.

17.7 Salary.

- 17.7.1 The salary granted to an Employee on a full-year or one-semester sabbatical leave shall be 75% of the salary to which the Employee would have been entitled to during the period of leave, less the regular deductions for taxes, pension, and insurance. The salary granted to an Employee on a summer sabbatical leave shall be 14% of the Employee's salary.
- 17.7.2 Salary shall be paid in accordance with the rules for paydays.
- 17.7.3 Employees on sabbatical leave shall not receive compensation from other employers without advance approval of the Superintendent.

17.8 Subsequent Service.

- 17.8.1 As a condition to a sabbatical leave, the Employee shall enter into a contract to continue in the service of the Board for a period of at least two years after the expiration of the leave. The Employee may be released from this obligation at the discretion of the Board.
- 17.8.2 If an Employee fails to continue in service after a sabbatical leave, the Employee shall repay the Board a sum of money bearing the same ratio to the amount of salary received while on sabbatical leave that the unperformed part of the two subsequent years of service bears to the full two years, unless the Employee is incapacitated or has been discharged or has been released from this obligation by the Board.
- 17.9 Illness or Accident Should the approved sabbatical leave be interrupted by serious accident or illness, this shall not constitute a breach of the conditions of the leave nor prejudice the Employee against receiving all the rights and benefits provided by the sabbatical leave, provided the Superintendent was notified of such accident or illness by registered letter within 10 days of its occurrence.
- 17.10 Forfeiture of Leave. If the Superintendent learns that an Employee is not fulfilling the purpose for which the

sabbatical leave was granted, the Superintendent shall report this fact to the Board and the Board may terminate the sabbatical leave after giving the Employee an opportunity to be heard.

17.11 Physical Examination. If an application for sabbatical leave is recommended by the Superintendent, the Board may require the applicant to have a physical examination for the purpose of determining whether there is reasonable probability that the Employee will be physically able to return to service for the minimum period required.

ARTICLE 18.0 SEPARATION PAY

- 18.1 Requirements.
- 18.1.1 Upon voluntary termination of employment by resignation or retirement, an Employee may be eligible for separation pay.
- 18.1.2 Eligibility for separation pay shall be based on years of employment in Glen Rock.
- 18.1.3 Separation pay shall be based on the accumulated number of days of unused sick leave in Glen Rock. However, for Secretaries hired before June 30, 1984 and other Employees hired before June 30, 1983, accumulated sick leave in other districts as recorded when the Employee was appointed in Glen Rock shall also be counted.
- 18.1.4 The amount of separation pay shall be equal to the number of days of accumulated leave times the per diem rates as set forth in Appendix E, and subject to the maximum amounts also set forth in Appendix E.
- 18.1.5 Notice of application for separation pay must be given in writing to the Superintendent at least 60 days before the termination date.
- 18.1.6 If an Employee applies for separation pay but dies before it is paid, payment shall be made to the Employee's estate.
 - 18.2 Procedures for Payment.
- 18.2.1 Separation pay shall be paid in the month of July or January following separation.
- 18.2.2 For purposes of determining separation pay when a contract year will not be completed, the Employee shall receive credit for one day of sick leave for each month of the contract year completed before separation.

- ARTICLE 19.0 FAIR DISMISSAL, LAYOFF AND REHIRING PROCEDURES FOR TEACHER AIDES
- 19.1 On or before April 30th of each year, the Board shall give to each Teacher Aide continuously employed since the preceding September 30th either:
- 19.1.1 a written offer of a contract for employment for the next year; or
- 19.1.2 a written notice that such employment shall not be offered.
- 19.2 Reasons. An Aide who receives notice of nonemployment may request from the Superintendent a statement of reasons for such nonemployment, provided a written request is received by the Superintendent within 10 school days. The Superintendent shall respond within 10 school days after receipt of such request during which the Superintendent is present.
- 19.3 Hearing. An Aide who receives notice of nonemployment and statement of reasons from the Superintendent shall be entitled to a hearing before the Board, provided a written request is received in the office of the Secretary of the Board within 10 school days after the receipt of the statement of reasons.
- 19.4 Board Determination. The Board shall issue its written determination as to the employment or nonemployment of an Aide for the next succeeding school year within 10 school days after the hearing. The hearing shall be held and the Board's determination presented to the Aide no later than June 15. The deadline may be extended or reduced for a reasonable period of time when requested by the Board and agreed to by the Aide.
- 19.5 Notification of Intent to Return. Aides who are offered employment shall notify the Board of their acceptance in writing on or before June 1st. In default of such notice, the Board shall not be required to continue the employment of the Aide.
- 19.6 An Aide shall have the right to have an Association representative present at all hearings under this Article.
 - 19.7 Layoff and Rehiring.
- 19.7.1 In the event of an opening, a qualified Aide on layoff shall be recalled.
- 19.7.2 No new Aide shall be hired while qualified Aides are on layoff. If no qualified Aide on layoff accepts the position offered, the Board may then hire a new Aide.

- 19.7.3 When Aides are recalled to work, they shall be restored at the Step of the Guide they were on at the time of layoff. All accumulated sick time and all other benefits at the time of layoff shall be restored.
- 19.7.4 The Board shall determine the standard for the qualified aides list in the event of layoff.

ARTICLE 20.0 MISCELLANEOUS PROVISIONS

- 20.1 Tenure. After successful completion of three years of continuous service, Maintenance and Custodial Employees shall be appointed for an "unfixed" term so that provision will be made for the tenure protection available to them under the terms of R.S. 18A:17-3 and R.S. 18A:17.4.
- 20.2 Secretarial Employees shall not be required to supervise students at any work location except in an emergency.
- 20.3 One elementary school custodian, one secondary school custodian, and one maintenance employee as determined by the Association may attend one day of the N.J.E.A. convention without loss of pay.
- 20.4 A Committee of administrators and negotiating team members who are Maintenance and Custodial Employees shall meet monthly, at either party's request, for the purpose of reviewing the administration of applicable portions of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. At least three days before a meeting, each party shall provide the other with agenda items they wish to discuss. Minutes of these meetings shall be given to the Board President.

ARTICLE 21.0 GRIEVANCE PROCEDURE

21.1 Definitions.

- 21.1.1 "Grievance" shall mean a claim by an Employee or group of Employees that there has been an improper administrative decision with respect to the meaning, interpretation or application of this Agreement, Board policies or established administrative procedures affecting the negotiable terms and conditions of employment of the person(s) making the claim.
- 21.1.2 A grievance shall not apply when the contract of a non-tenured Employee is not renewed, nor shall the grievance procedure be invoked by a tenured Employee against whom charges have been brought pursuant to the provisions of the Tenure Employees Hearing Law with respect to the issues on which such charges have been made.

- 21.1.3 "Employee" shall mean any regularly contracted Employee of the Board as set forth in Article 2.0. As hereinafter used, the term "Employee" shall also include "group of Employees" and the singular shall include the plural.
- 21.1.4 Representative shall mean a person or persons of the Employee's choice designated in writing by the Employee to the Employee's administrator or the Superintendent.
- 21.1.5 "Days" for purposes of grievance shall mean work days (excluding Saturdays and Sundays) for 12-month Employees and school days for other Employees.

21.2 General Provisions.

- 21.2.1 An Employee shall have the right to present a complaint in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- 21.2.2 An Employee shall have the right to be represented at any stage of the procedures by persons of the Employee's own choice.
- 21.2.3 Each party shall have access to all pertinent documents except documents covered by attorney-client or attorneywork product privileges.
 - 21.2.4 All hearings shall be confidential.
- 21.2.5 At each step of the procedures, if differences are not resolved within the prescribed time, the Employee has the right to move directly to the next level unless time limits are extended by mutual agreement. If the Employee fails to meet the time limits prescribed for filing or moving a grievance to its next level, that grievance shall be considered forfeited.
- 21.2.6 If in the judgment of the involved individuals and the Association a grievance can be consolidated, a class-action grievance may be initiated. The procedures for this type of grievance shall be the same as for an individual grievance. However, with the approval of the Superintendent, the grievance may be initiated at the Superintendent's level if a solution is not possible at a lower level.

21.3 Initial Procedure.

21.3.1 Any Employee who has a grievance shall initiate the complaint by setting forth the grievance in writing on a form provided by the school district stating the nature of the grievance and the relief sought. The written grievance must be filed with the Employee's principal within 20 days of the time of the Employee knew or should have known of the event. As exceptions, members of

the Child Study Team shall file with the Director of Special Services, Maintenance and Custodial Employees shall file with the School Business Administrator and Secretarial Employees whose immediate supervisor is not a principal shall file with that supervisor.

- 21.3.2 The administrator shall render a determination on the grievance in writing and forward copies to the Employee, the Association Grievance Chairman and the President of the Association, within 5 days after receiving the written grievance statement.
- 21.3.3 If the matter is not satisfactorily resolved at this level, the Employee may proceed to the next level.
- 21.3.4 The second level for Secretarial Employees whose immediate supervisor is not a principal is to repeat the initial level with the Employee's principal. The procedures and time limits are the same as for the initial level. If the matter is not satisfactorily resolved at this level, the Employee may proceed to the next level.
 - 21.4 Appeal to the Superintendent.
- 21.4.1 The Employee shall initiate this level by making a written request to the Superintendent of Schools for review and determination. Such request shall be made within 5 days after a determination has been rendered at the preceding level, and shall be accompanied by a copy of the written grievance and determination referred to above.
- 21.4.2 The Superintendent shall immediately notify all involved parties of a date, time and place of a hearing during which oral and written statements may be presented by any party to the grievance. In addition, the Superintendent may question the parties to clarify issues and elicit facts and contentions. Such hearing shall be held within 10 days, during which the Superintendent is present, after receipt of the grievance by the Superintendent.
- 21.4.3 Each party shall notify the Superintendent of the names and affiliation of any representative who will be present. This notification must be at least 5 days in advance of the hearing. The Superintendent shall notify the other parties involved.
- 21.4.4 After all evidence, oral and written, has been presented, the Superintendent shall render a determination within 10 days during which the Superintendent is present. The determination shall be in writing and copies shall be forwarded to all involved parties.

- 21.4.5 If the matter is not satisfactorily concluded at this level, the Employee may proceed to the appeal level.
 - 21.5 Appeal to the Board.
- 21.5.1 The Employee shall initiate this level by making a written request to the Board for review and determination within 5 days of receiving the final determination by the Superintendent.
- 21.5.2 The President of the Board shall request the Superintendent to submit the pertinent documents of the case.
- 21.5.3 A hearing shall be held within 15 days of the receipt of the appeal by the President of the Board.
- 21.5.4 The Employee, the Administrator, the Superintendent and their representatives (if any) shall have the right to be present and to present testimony at such hearing.
- 21.5.5 The Board may also require the presence and testimony of any other person it so desires.
- 21.5.6 Within 15 days after the conclusion of the hearing, the Board shall render a decision in writing to the Employee, which shall be conclusive except as hereinafter provided.
 - 21.6 Arbitration Level.
- 21.6.1 If not satisfied with the decision of the Board, the Employee may within 15 days after receipt of the decision submit the grievance to arbitration through the Association. The Association shall notify the Board in writing of its decision to proceed to arbitration.
- 21.6.2 Within 10 days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator and to obtain such a commitment within the 10 day period, a request for a list of arbitrators shall be made to PERC by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- 21.6.3 The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly, and shall issue a decision not later than 20 days from the date of the close of the hearings, or if oral hearings have been waived, then from the date that the final settlements and proofs are submitted to the arbitrator.

- 21.6.4 The arbitrator's decision shall be in writing and shall set forth the findings of facts, reasoning and conclusion on the issue submitted. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates, adds to, subtracts from or modifies in any way the specific and expressed terms of this Agreement. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented involving the specific grievance.
- 21.6.5 The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding only if the grievance alleges a violation of this Agreement. All other grievances shall result in an advisory decision only.
- 21.6.6 The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will for the first two arbitrations be borne equally by the Board and the Association. In any additional arbitrations, all such costs will be borne by the Association if the arbitrator upholds the Board's decision and by the Board if the Association's grievance is sustained.

21.7 Miscellaneous Provisions.

- 21.7.1 When an Employee is not represented by the Association in a grievance proceeding, the Association shall have the right to be present and to state its views at all levels.
- 21.7.2 No reprisals of any kind shall be taken by the Board or any administrator against any Employee, representative, Association member or other participant in a grievance proceeding because of their participation in it.
- 21.7.3 All documents, communications and records dealing with a grievance proceeding shall be kept in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 21.7.4 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary forms shall be prepared jointly by the Superintendent and the Association.
- 21.7.5 The time limits in this Article may be modified by mutual agreement so the procedures may be used before the close of school with respect to grievances filed by 10-month Employees.

ARTICLE 22.0 SAVING CLAUSE

22.1 If any provision of this Agreement is, or shall become at any time, contrary to law, then such provision shall be null and void. All other provisions shall continue in effect.

ARTICLE 23.0 DURATION

23.1 The provisions of this Agreement shall become effective as of July 1, 1991 and shall remain in effect until June 30, 1992.

GLEN ROCK BOARD OF EDUCATION

GLEN ROCK EDUCATION ASSOCIATION

DATE October 29,1991 DATE October 29,1991

APPENDIX A.1 SALARIES FOR CERTIFICATED EMPLOYEES IN TEACHING AND SERVICE AND TECHNICAL PERSONNEL

A.1.1 TEACHER SALARY GUIDES*

1991-92

			MA or	MA+15		
<u>Step</u>	BA	BA+15**	Equiv.	BA+45**	<u>MA+30</u>	<u>MA+45</u>
1	29243		29686		32155	34002
2	29997		31307		33791	35617
3	30750		32926		35428	37231
4	32349		34546		37063	38843
5	33947		36165		38700	40457
6	35546		37785		40337	42071
7	37144		39405		41973	43685
8	38742		41026		43610	45299
9	40341		42648		45244	46913
10	41940		44268	- -	46879	48525
11	43537		45889		48513	50137
12	45136		47511		50148	51749
13	46735		49132		51785	53362
14	4 85 53	49664	50753		53419	54974
15			52374		55054	56587
16			54297	55497	56688	58198
17					587 36	б0229

^{*}These guides include a 1% increase for an additional 50 minutes per week.

A.1.2 Technical Personnel

Trainer: The individual currently in the position of Trainer will receive a salary from the appropriate step of the Teacher BA Guide. The Board may assign up to 2 classes of Physical Education paid on the appropriate step of the Teacher Guide pro-rated. If the incumbent is no longer employed in the district, the salary reverts to the range described for the Assistant to the Librarian and the Media Technician.

The Assistant to the Librarian and the Media Technician will be paid in a salary range of \$20,000 to a maximum of \$28,855.

Assistant to the Librarian \$24,157

Media Technician

\$24,995

^{**}No new entrants will be permitted on this guide.

A.1.3 Placement on Guide

- A.1.3.1 A full Step on the appropriate Guide will be allowed for each of the first 4 years of experience. Experience will include teaching, military service up to 4 years and related business employment. One additional Step will be allowed for each additional 2 years of experience up to a total of 8 Steps. The Board reserves the right to exceed these guidelines, but no more than 2 years beyond actual experience. In no instance shall original placement be on any Guide other than that determined by education. After initial employment, there will be no reevaluation of experience for salary guide placement.
- A.1.3.2 Placement on the appropriate Step and Guide shall take place upon application when eligibility is attained.
- A.1.4 In any single year, no Employee may advance more than one Step in moving from one Guide to another.
- A.1.5 <u>Double use restriction</u>. Credits applied to an advanced training level cannot also be used to satisfy provisions of other parts of this agreement.

A.1.6 Master's degree or equivalent.

- A.1.6.1 <u>Master's degree</u> shall mean a conferred master's degree in some field applicable to public elementary or secondary education from an approved college or university.
- A.1.6.2 <u>Master's equivalency</u> shall mean the satisfactory completion of 34 approved credits (30 for Employees hired before July 1, 1983) acquired subsequent to the awarding of the bachelor's degree.
- A.1.6.3 The credit requirements for master's equivalency shall be distributed as indicated below:
- A.1.6.3.1 A minimum of 28 credits (24 for Employees hired before July 1, 1983) shall be semester hours in graduate courses from approved universities or colleges.
- A.1.6.3.2 A maximum of 6 credits may be undergraduate semester hours or workshop or inservice courses.
- A.1.6.3.3 The distribution of courses (graduate, inservice, and undergraduate) shall be as follows:
- A.1.6.3.3.1 Subject matter courses directly related to current teaching specialty a minimum of 14 (10 for Employees hired before July 1, 1983) required.

- A.1.6.3.3.2 Professional improvement courses directly related to the educational process or foundations of education maximum of 20 semester hour credits permitted.
- A.1.6.3.3.3 Personal improvement courses not directly related to current teaching specialty maximum of 10 semester hour credits permitted.
- <u>A.1.7</u> <u>BA + 15 Level</u>. No new entrants will be permitted on this quide.

A.1.8 MA + 30.

- A.1.8.1 Placement of the 6 year training level shall be granted upon the satisfactory completion of 30 approved credits beyond the conferred master's degree. Such credits shall be exclusive of the requirements for the master's degree.
- A.1.8.2 The credits shall be distributed as follows:
 - A.1.8.2.1 A minimum of 24 of the 30 credits shall be semester hours in graduate courses from approved universities or colleges.
 - A.1.8.2.2 A maximum of 6 of the 30 credits may be undergraduate or workshop or inservice courses.
 - A.1.8.2.3 The distribution of courses (graduate, inservice, and undergraduate) shall be as follows:
 - A.1.8.2.3.1 Subject matter courses directly related to current teaching specialty minimum of 10 semester hour credits required; maximum of 30 semester hour credits permitted.
 - A.1.8.2.3.2 Professional improvement courses maximum of 20 semester hour credits permitted.
 - A.1.8.2.3.3 Personal improvement courses not directly related to current teaching specialty maximum of 10 semester hour credits permitted.
- <u>A.1.9</u> <u>BA+45/MA+15 Level</u>. No new entrants will be permitted on this guide.

A.1.10 MA+45 Level.

A.1.10.1 Placement on the MA+45 level shall be granted upon the satisfactory completion of 45 approved credits beyond the master's degree.

- A.1.10.2 The total number of approved credits shall be distributed in proportion to the distribution formula specified for the 6 year level (MA+30) by multiplying said numbers by a factor of 1.5.
- A.1.10.3 Holders of earned doctorate degrees entitled to payment on MA+45 level, shall be entitled to a differential of \$1,200 annually.

APPENDIX A.2 SALARIES FOR SECRETARIAL EMPLOYEESS

<u>A.2.1</u>	SECRETARIAL SALARY GUIDES 1991-92*	
<u>A</u> (10 Mo.)	<u>B</u>	<u>C</u> <u>D</u>
1 14648 2 15273 3 15893 4 16514 5 17135 6 17755 7 18379 8 19266 9 19941	16741 17455 18163 18874 19582 20290 21004 22018 22789	19243 20807 19957 21695 20666 22572 21375 23459 22084 24339 22792 25223 23506 26105 24520 27372 25289 28331
GUIDE A (10 Mo.) GUIDE B GUIDE C GUIDE D	Director	

*These guides include a 2% increase for an additional 46 hours annually for 12-month Secretaries and for an additional 40 hours annually for 10-month Secretaries.

- A.2.2 New Employees will be placed on the appropriate Guide as advertised. Credit for past experience will be evaluated using the following standards:
 - A.2.2.1 New Employees with no immediate past experience shall be placed on Step 1 of the appropriate Guide.
 - A.2.2.2 New Employees with immediate past school experience shall be placed no higher than the 5th step of the appropriate Guide.
 - A.2.2.3 Salary Guide credit for past experience shall not be retroactive once an Employee accepts a contract.

APPENDIX A.3 SALARIES FOR MAINTENANCE AND CUSTODIAL EMPLOYEESS

A.3.1 CUSTODIAL/MAINTENANCE SALARY GUIDES

1991-92

Step	Custodian	Maintenance*	Elementary Supervisor	Secondary Supervisor
1	19514	21320	22013	27513
2	20150	22176	22650	28150
3	20787	23032	23286	28786
4	21424	23888	23924	29429
5	22060	24744	24560	30060
6	22697	25600	25196	30696
6 1/2	23230	~-	25730	
7	23761	26793	26 2 61	31761
8	24826	27986	27326	32826
9	25891	2 91 79	28391	3 3891
9 1/2			2892 3	
10	26955	30372	29455	34955
11	28020	31577	30520	36020

*The maintenance guide includes the 1990-91 differential of \$535 (now discontinued).

- A.3.2 Groundsman and Courier will be placed on the appropriate Step of the Custodian Guide.
- A.3.3 Bus Drivers shall be paid 10/12ths of the salary for the appropriate Step of the Custodian Guide.
- All increments shall be granted on July 1. An Employee appointed before April 1 of the school year shall receive a full increment on the following July 1. No increment shall be given on July 1 to an Employee appointed between April 1 and that July 1.
- An Employee who is promoted shall receive immediately the salary for the Step of the appropriate Guide.
- A.3.6 Credit for service granted on any of the Guides will be applicable on an Employee's current Guide.

APPENDIX A.4 SALARIES FOR TEACHER AIDES

A.4.1 TEACHER AIDE SALARY GUIDE

1 991- 92
9148
9436
9688
10199
10942
11441
12179

- A.4.2 The Superintendent will recommend the salary of new Employees. Provided an Employee's performance is satisfactory, the Employee will advance on the Guide each year until the maximum Step is reached.
- A.4.3 No new Employee shall be placed above Step 3 of the Guide. However, in cases of emergency, and with prior notification and discussion with the Association, a new Employee may be placed on Step 4 of the Guide.

B.1 Overtime

B.1.1 Maintenance and Custodial Employees

B.1.1.1 All hours over 40 in any week or over 8 in any day shall be paid at the following rates:

Weekdays - 1 1/2 x basic hourly rate
Saturdays - 1 1/2 x basic hourly rate
Sundays - 2 x basic hourly rate
Holidays - 2 x basic hourly rate

B.1.1.2 For bus drivers, all hours between 35 and 40 in any week will be paid at straight time, and all hours over 40 in any week or over 8 in any day shall be paid at 1 1/2 times the basic hourly rate.

B.1.1.3 Call Back Pay

- B.1.1.3.1 Employees who have worked a normal 8 hour scheduled work day or 40 hour scheduled work week and have left and are required to return for an assignment, shall be guaranteed at least 4 hours of work and shall be paid 1 1/2 times the basic hourly rate for such hours worked. However, Employees who have not worked a normal 8 hour scheduled work day on the day they are called back shall be paid at straight time until they have worked 8 hours in that work day and at the 1 1/2 times rate thereafter.
- B.1.1.3.2 The call back provisions shall be applicable to any situation in which Employees have completed a regular tour of duty and before they are scheduled to commence their next regular tour of duty. They shall not apply to a continuation of work, without interruption, beyond the regular tour of duty, in which case only the usual overtime rules shall apply.

B.1.1.4 Assignment of Overtime

B.1.1.4.1 Overtime will be offered to custodial Employees within a building on a rotation based on a seniority list to be drawn up at the beginning of the school year, and administered by the Supervisor of Buildings and Grounds in such a manner as to insure that all Employees have an equal opportunity to work overtime on weekdays.

B.1.1.4.2 Saturday and Sunday overtime will be offered equally to all Employees within a building on a rotation based on a seniority list noting that exceptions may be made when a Black Seal License is required.

B.2 Differentials

B.2.1 Maintenance and Custodial Employees

- B.2.1.1 The following annual differentials shall be paid to Employees who work the second and third shifts. These differentials shall be pro-rated for new Employees, and shall be paid over a 12-month period.
- a. For shifts starting between 5:00 a.m. and 12:59 p.m.
 (FIRST SHIFT) --- no differential
- b. For shifts starting between 1:00 p.m. and 8:59 p.m. (SECOND SHIFT) --- \$625
- c. For shifts starting between 9:00 p.m. and 4:59 a.m. (THIRD SHIFT) --- \$925
- B.2.1.2 An assignment that requires a Custodian to work on Saturday and Sunday in lieu of two other days of the week shall pay an annual differential of \$625.
- B.2.1.3 Any Employee having an active Black Seal license shall receive an annual differential of \$675.
- B.2.1.4 Any custodian or maintenance Employee who is required by the district to obtain and hold an appropriate pesticide certificate shall receive an annual differential of \$200.

B.2.2 Certificated Employees in Teaching and Service and Technical Personnel

B.2.2.1 The Employees holding the following positions shall receive annual differentials which shall be paid over the school year.

Position	1991-92 <u>Differential</u>
Department Chairman	2028
Speech Therapist	1014
Elementary Special Class Teacher	405
Guidance Counselor	1014
Learning Disabilities Consultant	1014
Psychologist	2028
Social Worker	1014
Library Media Specialist	2028
Computer Service Coordinator	2028
Elementary Unit Leader	2028
Teacher-in-Charge	158
Gifted Education Coordinator	500

B.3 Summer Employment

B.3.1 <u>Certificated Employees in Teaching and Service and Technical Personnel</u>

- B.3.1.1 Summer assignments are recognized as separate contractual jobs and not extensions of the regular academic-year employment relationship. They are, therefore, from year to year, and subject each year to modification of time, extension and personnel reassignment as the needs of the school system dictate.
- B.3.1.2 Salaries for Employees in positions that are designated by the Board as 12 month assignments shall be prorated at 1.15 times the salary to which the Employee would be entitled to on the appropriate Guide and Step.
- B.3.1.3 Employees who are employed by the Board during the summer shall be paid at the following hourly rates:

Years of Teaching Experience	Hourly <u>Rate</u>
0-3 years	\$ 12.50
4-8 "	15.75
9-13 "	18.70
14-18 "	22.00
over 18 "	25.00

B.3.1.4 Curriculum development or other special projects may be done at a contracted fixed price determined by the Superintendent.

APPENDIX C RULES AND STIPENDS FOR CO-CURRICULAR POSITIONS

- C.1 Co-curricular positions are recognized as being separate contractual jobs and not extensions of the regular academic year employment relationship. They are, therefore, from year to year, and subject each year, to modification of time, extension and personnel reassignment as the needs of the school system dictate.
- C.2 Qualified volunteers for all co-curricular positions will be sought from both within the system and outside the system and, if found, will be appointed before anyone is involuntary assigned.
- C.3 The establishment of all co-curricular positions is subject to Board approval.

C.4 Co-curricular Positions and Stipends

Position		1 99 1-92 <u>Stipend</u>
Director of Athletics		6230
Football: Head Coach Asst. Coach		4673 3087
Basketball, Wrestling: Head Coach Asst. Coach JHS Coach		4106 2751 1874
Baseball, Soccer, Softball, Track: Head Coach HS Coach (No sub-varsity) Asst. Coach JHS Coach		3780 3024 2599 1559
Cross-country, Tennis: HS Coach (No sub-varsity)		2835
Cheerleading	Fall Winter	
Marching Band Director		2100
Band Front		945
Supervision/Intramurals		27 per hour

JHS Canteen Director JHS Asst. Canteen Director	30 per hour 25 per hour
ACADEMIC ACTIVITIES	
Glenconian Advisor	2100
Glenconian Asst Business	1050
JHS Yearbook Advisor	1150
Glen Echo Advisor	1995
Glen Echo Asst Business	630
JHS Newspaper Advisor	1150
Mobius	1470
JHS Literary Advisor	450
Student Council Advisor	1575
JHS Student Council Advisor	1150
Physics Team Coach Chemistry Team Coach Biology Coach Math League Debating Team Coach Chess Team Coach High School Bowl JHS Quiz Bowl 12th Grade Class Advisor 11th Grade Class Advisor 10th Grade Class Advisor 9th Grade Class Advisor 7th/8th Grade Class Advisor Honor Society Advisor S.T.E.P. Advisor	683 683 683 1418 1418 788 525 1365 1155 945 840 709
JHS Ski Trip Advisor	221
Club Advisor	221
DRAMATICS/MUSIC	
Dramatic/Musical Production Director/Producer Assistant Director Conductor/Orchestra Director Business Manager Scenery Stage Manager Costumes	2100 840 840 840 289 420 289 368

Rehearsal Accompanist Choreographer	420 420		
JHS Musical Director JHS Musical Assistant Director	709 368		
JHS Business Manager	158		
Nights of Drama	1890		
Special Vocal Musical Groups	368		
Special Band Group	709		
Lighting & Sound Director	400		
MISCELLANEOUS			,
Affirmative Action Officer	1444		
Outdoor Sign Board Fire Marshall	221		
rire marshall	221		
ELEMENTARY			
Intramurals		per	hour
Chorus - Semester	368		
Safety Patrol Advisor Student Council Advisor	840 420		
Club Advisor	221		
A.V. Coordinator	221		
Computer/Technology Coordinator	221		

D.1 Certificated Employees in Teaching and Service Professional Recognition Program

- D.1.1 The Professional Recognition Program is an incentive program designed to give Employees who have reached the top Step on their Guide added inducement to continue their professional advancement. Recognition shall consist of an Employee being advanced, at intervals of 5 years, Recognition Steps above the top Step on their Guide. increase of \$800 in the basic salary shall be awarded for each Recognition Step.
- Eligibility. Employees who have served 5 years at the D.1.2 top Step of their salary Guide, or on a Recognition Step, will be eligible for recognition, or additional recognition, upon completion of the following requirements:
 - Satisfactory completion of six university or D.1.2.1 college semester hours, or inservice, or workshop credits with prior approval of the Superintendent or two of the following, with prior approval of the Superintendent.
 - Three university or college semester D.1.2.1.1 hours, or inservice or workshop credits with advance approval by the administration.
 - Travel contributing to the educational D.1.2.1.2 and cultural advancement of the Employee, approved by the administration.
 - D.1.2.1.3 Summer employment contributing to the value of the Employee as an educator and as an individual, with advance approval administration.
 - D.1.2.1.4 Outstanding service to the teaching profession or special acknowledgment recognition by the profession, such as:

Research work.

Publication of articles in media approved by the school administration.

Special committee work in a professional organization.

Holding office in education organizations approved by the administration.

D.1.2.1.5 Unusual service to the community, state or nation.

APPENDIX D continued

- D.1.2.1.6 Obtaining a scholarship in connection with professional advancement.
- D.1.3 If the approval of the Superintendent is denied, an appeal to the Board may be made. The appeal must be filed within 10 school days of such denial and the hearing before the Board shall take place at the next regularly scheduled Board meeting after the filing of such appeal. The Employee shall receive a written determination from the Board after such hearing.

D.2 Longevity Compensation for Secretaries

D.2.1 Employees with 10 full years or more of service in Glen Rock shall receive longevity compensation of \$300 in addition to their salary on their guide. Employees with 13 full years or more of service shall receive \$600.

D.3 Longevity Compensation for Maintenance and Custodial Employees

- D.3.1 Employees with 12 full years or more of service in Glen Rock shall receive longevity compensation of \$275 in addition to their salary on their Guide. An additional \$275 shall be paid for each multiple of 3 full years of service after the first 12 years of service in Glen Rock. Custodian and Maintenance Employees who have obtained longevity payments before July 1, 1991 shall continue to receive them.
- D.3.2 Years of service shall be determined as of each July 1 for payments starting on that date.
- D.4 Longevity Compensation for Aides.
- D.4.1. Employees will 10 full years or more of service in Glen Rock shall receive longevity compensation of \$200 in addition to their salary on their Guide.

APPENDIX E SEPARATION PAY RATES AND MAXIMUMS

E.1 Table of Rates and Maximums

Years of Employment	Employee Classification	Per Diem <u>Rate</u>	Maximum	
E.1.1	For resigning Employ	yees:		
5 but less than 10 years	Cert. Emp. Maint. & Cust. Secretaries Teacher Aides	\$ 0 22.50 27.50 0	\$ 0 2,250 4,000 0	
10 years or longer	Cert. Emp. Maint. & Cust. Secretaries Teacher Aides	\$ 55.00 45.00 40.00 20.00	\$ 8,000 4,500 5,500 2,000	
E.1.2 For retiring Employees:				
5 but less than 10 years	Cert. Emp. Maint. & Cust. Secretaries Teacher Aides	\$ 0 30.00 27.50 0	\$ 0 3,750 4,000 0	
10 years or longer	Cert. Emp. Maint. & Cust. Secretaries Teacher Aides	\$ 80.00 60.00 40.00 30.00	\$11,000 7,500 5,500 3,500	