Agreement

between

The Glen Rock Board of Education

and

The Glen Rock Education Association

Covering the Period

July 1, 2009 to June 30, 2012

Table of Contents

PREAMBLE		1
ARTICLE 1.0	PRINCIPLES	1
ARTICLE 2.0	RECOGNITION	1
ARTICLE 3.0	EMPLOYEE, ASSOCIATION AND MANAGEMENT RIGHTS	2
ARTICLE 4.0	MODIFICATION OF AGREEMENT	3
ARTICLE 5.0	REPRESENTATION FEE	4
ARTICLE 6.0	ASSIGNED AND NON-ASSIGNED TIME	5
ARTICLE 7.0	EMPLOYEE SALARIES	10
ARTICLE 8.0	EMPLOYEE BENEFITS	10
ARTICLE 9.0	HOLIDAYS	14
ARTICLE 10.0	VACATIONS	15
ARTICLE 11.0	EMPLOYEE ASSIGNMENT AND FACILITIES	16
ARTICLE 12.0	EVALUATIONS	17
ARTICLE 13.0	COMMENDATIONS AND COMPLAINTS	19
ARTICLE 14.0	PROFESSIONAL DEVELOPMENT PROGRAM	20
ARTICLE 15.0	CONDUCT OF SCHOOLS	21
ARTICLE 16.0	NOTICE OF JOB OPPORTUNITIES	21
ARTICLE 17.0	SABBATICAL LEAVE	21
ARTICLE 18.0	SEPARATION PAY	24
ARTICLE 19.0	DISMISSAL, LAYOFF, REHIRING: TEACHER'S ASSISTANTS	24
ARTICLE 20.0	MISCELLANEOUS PROVISIONS	26
ARTICLE 21.0	GRIEVANCE PROCEDURE	27
ARTICLE 22.0	SAVING CLAUSE	31
APPENDIX A.1	SALARIES FOR CERTIFICATED EMPLOYEES	32
APPENDIX A.2	SALARIES FOR ADMINISTRATIVE ASSISTANTS	37
APPENDIX A.3	SALARIES FOR MAINTENANCE / CUSTODIAL EMPLOYEES	39
APPENDIX A.4	SALARIES FOR TEACHER'S ASSISTANTS	41
APPENDIX A.5	EMPLOYMENT AND SALARIES FOR COMPUTER TECHNICIANS	42
APPENDIX B	DIFFERENTIALS OVERTIME AND SUMMER EMPLOYMENT	43
APPENDIX C	COCURRICULAR POSITIONS	46
APPENDIX D	LONGEVITY AND PROFESSIONAL RECOGNITION	52
APPENDIX E	SEPARATION PAY RATES AND MAXIMUMS	54
APPENDIX F	SIDEBAR AGREEMENT TO CONTRACT	1

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the parties or individual contract with an Employee, which is in conflict with a provision of this Agreement, shall be superseded and replaced by this Agreement.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 that changes preexisting 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 Chief School Administrator or by the Association to the President of the Board and to the Chief School Administrator.

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 Language Specialists
Specialists

Remedial Instructors
Department Leaders
Guidance Counselors
Learning Disabilities Teacher Consultants
Coordinator of Educational Technology
Occupational Therapists
Behaviorists
Student Manager for Discipline/Attendance
Trainer(s)

2.3 Technical Personnel

Computer Technicians Media and Technology Technician

2.4 Administrative Assistants

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

2.5 Teacher's and Health Assistant Technical Assistant

2.6 Maintenance and Custodial Employees

Supervising Custodians - Elementary Supervising Custodian - Secondary Maintenance Custodians Courier

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 Chief School Administrator shall provide an opportunity for the Employee to meet with the Chief School Administrator 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 Chief School Administrator'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, both parties shall sign the agreement.
- 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 indemnify 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 <u>ASSIGNED AND NON-ASSIGNED TIME</u>

6.1 Certificated Employees in Teaching and Service

6.1.1 Instructional Planning

Teachers will be guided by the Professional Growth Plan section of their evaluation with respect to planning lessons. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed. Lesson plans shall be kept and shall be open to the principal, other administrators for review upon request.

- 6.1.2 Teachers who have received unsatisfactory evaluations must submit all lesson plans to their principal for the purpose of instructional improvement.
- 6.2 High School/ Middle School Certificated Employees

6.2.1 Workweek

The workweek is 38 hours and 20 minutes. The workweek includes a duty-free lunch equivalent in length to that of the applicable student lunch and reflects a departure at the student dismissal time on Fridays.

6.2.2 Instructional time

The weekly teaching load shall not exceed 19 hours and 35 minutes. Each teacher, except laboratory science teachers, shall be assigned five instructional classes. Upon request by an Administrator a teacher may voluntarily accept an additional instructional class. Teachers who perform the additional instructional assignment shall receive a 12.5 percent salary increase to their base salary for the duration of the additional assignment.

All additional duties must be offered on a voluntary basis first. Absent a volunteer, the Administration may assign set duties on a rotating basis. The additional instructional period cannot be used to "Reduce in Force" (RIF) personnel or as a measure to prevent the hiring of additional staff.

Laboratory science teachers shall be assigned four classes.

6.2.3 Preparation Time

Teachers shall have 6 hours of preparation time per week. All time not assigned as teaching, supervision, department duty or conference shall be used as preparation time.

6.2.4 Supervisory Time

Teachers assigned supervisory duty shall monitor student behavior, enforce school policies and regulations, maintain a safe school environment, and at the discretion of the supervising teacher, assist students in the curricular areas.

Each teacher will be assigned 5 hours and 15 minutes of supervisory time per week. One of the supervisory assignments shall be assigned to a specific location for the purpose of office hours.

Supervisory duties will be assigned for the following locations such as: Option Time/Study Hall/Academic Study, Media Center, Computer Room, Detention Center, In-School Suspension Center, Cafeteria, Hallways, and Department Centers, and specified locations for the purposes of office hours.

High School department leaders may be assigned supervisory periods at the department center to perform department duties.

Department duties include but are not limited to curriculum supervision and instructional help to members of their department, except personnel evaluation.

All staff will be assigned five supervisory duties before any member can be assigned a sixth supervisory duty.

- 6.2.5 By mutual consent, teachers may accept teaching or other assignments in addition to those stated in the Agreement.
- 6.3 Elementary School Certificated Employees

6.3.1 Workweek

The workweek is 36 hours and 15 minutes exclusive of scheduled evening meetings and defined faculty meetings. The workweek includes a 50 minute duty-free lunch. The workweek also reflects a departure at the student dismissal time on Fridays.

6.3.2 Instructional-supervisory time shall be 29 hours and 35 minutes beginning with the first bell of the A.M. session and ending with the last bell of the P.M. session

- 6.3.3 During student lunchtime, an "Elementary School Employee" shall be present at all times to serve in a supervisory capacity. The responsibility for supervision 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 supervision at the rate of \$22.00 for each lunch session. The rotation list shall be posted in the faculty room.
- 6.3.4 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 of at least 35 continuous minutes shall be scheduled for all elementary teachers. In emergencies, teachers may be assigned substitute class coverage during their preparation time.

All elementary teachers not assigned a homeroom may be assigned a supervisory time during morning and afternoon homeroom periods in order to assist with student safety.

All additional duties must be offered on a voluntary basis first. Absent a volunteer, the Administration may assign set duties on a rotating basis. The additional time period cannot be used to "Reduce in Force" (RIF) personnel or as a measure to prevent the hiring of additional staff.

- 6.3.5 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.
- 6.3.6 When a Kindergarten teacher has a total class enrollment of 40 children or greater, that teacher shall be provided with an additional half-day to schedule conferences.

6.4 Child Study Team

The workweek is equal to that of the school in which the employee has a majority assignment exclusive of scheduled evening meetings and defined faculty meetings. The workweek includes a duty-free lunch equivalent in length to that of the school in which the employee has a majority assignment and reflects a departure at the student dismissal time on Fridays consistent with the school in which the employee has a majority assignment.

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 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. The intent of these faculty meetings is to provide the faculty and administration with the opportunity for presentation and discussion on various topics. Included in these meetings may be statemandated programs as well as those items required by code.

- 6.5.3 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.
- 6.5.4 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 cocurricular duties shall not be included in the above reference to "school function in the evening."
- 6.5.5 On 2 days during each school year, the district schools will dismiss students after completing the minimum hours of school, as required by law to have meetings on professional issues. The administration will develop one agenda 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.
- 6.5.6 Certificated staff members shall attend "Back to School Night" in all of the buildings in which they instruct students.
- 6.6 In-service Training
- 6.6.1 In-service training sessions when called shall not end later than 75 minutes after regular student dismissal times.
- All staff with less than one year of service shall attend three full day in-service training sessions prior to the commencement of the regular school calendar. If staff with more than one year of service is invited to attend, they will receive an hourly rate equivalent to the summer employment rate as defined in section B.3.1.3.

6.7 School Year

The regular school calendar shall not exceed 185 days and shall be as follows:

up to 182 student contact days

- 1 day immediately before school opens
- 1 day immediately after school closes
- 1 day during the school year

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 winter and/or 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 workweek 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 If a scheduled school day is cancelled for an unused snow day in the calendar, maintenance and custodial employees shall be given a floating holiday to be used by June 30th of the year in which it is made available with prior administrative approval.
- 6.10 Administrative Assistants
- 6.10.1 The base workweek is the week on which salary is based, and is 37 hours 30 minutes.
- 6.10.1.1 The workweek is 35 hours.
- 6.10.1.2 From July 1 until the beginning of the last week before school opening in September, the workweek 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 Administrative Assistants shall be required to work an additional 46 hours per year. These work hours shall be scheduled by mutual agreement between the administrative assistant and the immediate supervisor, and will need to be exhausted before compensatory time will be authorized.
- 6.10.2 Inclement weather

Administrative Assistants shall not be required to report to work on days when inclement weather causes school to be closed.

- 6.11 Teacher's Assistant
- 6.11.1 The work year shall not exceed 185 days and shall be as follows:

Up to 182 student contact days

1 day immediately before school opens

1 day immediately after school closes

1 day during the school year

6.11.2 Full-time Employees shall work 6 hours and 35 minutes per school day excluding lunch and will contain a twenty minute total break during the course of the day. The work week includes a duty-free lunch equivalent in length to that of the applicable student lunch and reflects a departure at the student dismissal time on Fridays. The daily reporting time for all teaching and health assistants will be consistent with the reporting time of the certificated staff for that building.

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 A.4 and A.5 of this Agreement. Rules for placement and movement on these Guides are also set forth in these Appendices.
 - a/ Effective July 1, 2010: 0% (frozen on step; no raise and no increment.)
 - b/ Retroactivity will <u>not</u> apply to any contractual economic items other than <u>regular</u> salary increases and overtime pay for custodians and maintenance.
- 7.3 The determination of whether an Employee has met any requirements for placement on a particular Guide shall be made by the Chief School Administrator, 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.
- 7.4.3 Unless there is a withholding of increment, an employee who works a minimum of one-half of the year for their employment calendar will be granted normal step movement on the guide at the start of the following year.
- 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 <u>EMPLOYEE BENEFITS</u>

8.1 Employee benefits will be provided to all employees who work 60 percent or more of the contractual time for their position as provided below:

8.1.1 Medical Insurance

All employees eligible for health coverage shall be placed in the School Employees State Health Benefits Plan (SESHBP). The full premium cost for employees will be paid by the Board of Education. Employees who elect dependent coverage shall have a co-payment of 7.5 percent of the dependent coverage only, with the balance paid by the Board of Education. The co-payment will continue as long as participation in the SESHBP is in force.

- 8.1.1a Beginning in the 2011-2012 contract year, all GREA members will contribute one and one-half percent (1.5%) of their base salary towards the cost of health care premiums. The members negotiated 1.5% contribution of their base salary toward medical coverage and the 1.5% adjustment on the top step will expire simultaneously with the expiration of this bargaining agreement on June 30, 2012. Upon the expiration of the negotiated 1.5% contribution, the legislative contribution of 1.5% will take effect. The two percentage amounts shall not be combined or compounded.
- 8.1.1b Employees who are hired after ratification of this agreement will be eligible for NJ Direct 15 for the first three years of employment. After three years and one day of employment, said employees will be permitted to choose from any insurance plan available to other employees at the next open enrollment period.
- 8.1.1c The Board will adopt a policy on insurance opt-outs, which will include a "change of life circumstances" clause.

8.1.1d Sick Bank

The board and association will jointly develop a sick bank program which will assist an association member with a serious illness and whose sick days have expired. District employees may voluntarily contribute their personal leave days towards the days available in the bank. Three members from the board/administration and three members from the association will serve on a committee that administers the bank.

8.1.2 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. Effective as soon as is practical after ratification, but no later than January 1, 2011, the maximum dental benefit will be increased from \$1,000 to \$2,000.

8.2 Travel Reimbursement

- 8.2.1 Travel expenses incurred by Employees in the discharge of their duties will be reimbursed if there has been advance approval from the Chief School Administrator. 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.
- 8.2.2 With advance approval from the Chief School Administrator, 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.

8.3 Uniforms

Each year the Board will provide Maintenance and Custodial Employees with two shirts and four pairs of pants, and each Employee's choice of either a light or heavyweight jacket or an additional uniform. Each Maintenance employee will receive one set of rain gear and one set of rain gear will be made available for custodian use in each building complex. 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. In addition, all custodial and maintenance employees will receive a \$100 allowance for work shoes.

8.4 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.

8.5 Anticipated Disability Leave

- 8.5.1 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 Chief School Administrator as soon as the disabling condition becomes known.
- 8.5.2 Such a leave of absence may be charged to the Employee's sick leave account.
- 8.5.3 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 Chief School Administrator. 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, the Bergen County Medical Society shall select a third physician. The Employee and the Board shall share costs equally.
- 8.5.4 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.
- 8.5.5 All sick leave provisions granted under NJSA 18A:30-1 shall be applicable.
- 8.5.6 An Employee requesting an anticipated disability leave shall specify in writing to the Chief School Administrator 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.

- 8.5.7 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.
- 8.5.8 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 the Employee requests this in writing.
- 8.5.9 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.
- 8.5.10 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.

8.6 Other Leaves of Absence

8.6.1 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.

8.6.2 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.

8.6.3 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.

8.6.4 Good Cause

Other leaves of absence without pay may be granted by the Board for a good reason.

8.6.5 Return from Leave

Any employee who is on unpaid leave of absence on or before February 15 and who has a leave approved through the end of the school year must notify the Board by April 1 of their intent to return, otherwise, it may be considered a resignation from their position.

8.6.5.1 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.

8.6.5.2 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.

8.6.6 Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted in writing.

8.6.7 Personal Days

Ten-month employees may receive five personal days per year and twelve-month employees may receive six personal days. Personal days may not be taken immediately preceding or following a vacation period to extend travel. Personal days immediately preceding or following a vacation period may be granted by the Chief School Administrator for emergencies. Personal days may not be carried forward into the next year.

8.6.8 Bereavement

A short-term leave of absence will be granted to employees for bereavement for up to five days for persons in the employee's immediate family. Immediate family is defined as spouse, parent, child, brother, sister, grandparent, grandchildren, spouse's parent, spouse's child, spouse's brother, spouse's sister, spouse's grandparent, spouse's grandchildren, domestic partner or other blood relative residing in the employee's household. For all other relatives and close friends, bereavement leave will be restricted to the day of the funeral.

8.6.9 Additional

The board of education agrees to give 12 month employees one additional floating holiday and 10 month employees one additional personal day for the 2010-2011 contract year only.

ARTICLE 9.0 HOLIDAYS

9.1 Administrative Assistants 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 Observance

Presidents' Day Observance

Good Friday

Memorial Day Observance

Independence Day

Labor Day

Thanksgiving Day and the following Friday

Christmas Eve

Christmas Day

Three extra days:

- a. Two days during Christmas vacation; and
- b. One day during midwinter recess if such a recess is scheduled as a full week in the school calendar. Effective 7/1/10, this day will be granted each custodial and maintenance employee either during the mid-winter or the spring recess with administrative approval.
- 9.2.2 The Business Administrator or his designee may require employees to work on a holiday listed in 9.2.1 with one month's notice. Employees shall be paid twice their basic salary for each holiday day worked.
- 9.2.3 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 <u>VACATIONS</u>

- 10.1 12-month Administrative Assistant Employees
- 10.1.1 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 1st as follows:

Length of Service	<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 Chief School Administrator.

- 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 Chief School Administrator 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:

Length of Service	<u>Vacation Time</u>	
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.
- 10.2.3 No more than 10 vacation days may be taken from September 1 to June 30 without permission of the Business Administrator.

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 Middle-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 All chaperoning on non-school days shall be voluntary.

- 11.1.5 An up-to-date student class enrollment by student name shall be provided for each teacher's own classes by October 15.
- 11.1.6 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.
- 11.1.7 Teachers who cover classes for colleagues shall be paid for all periods worked in a school year at the summer hourly rates set forth in Appendix B Section B.3.1.3.
- 11.1.8 Teachers who do tutorial work that has advance approval by the Chief School Administrator shall be paid at the summer hourly rates set forth in Appendix B Section B.3.1.3.
- 11.1.9 Teachers may volunteer as Mentor Teachers and shall be paid a stipend as per New Jersey State Department of Education guidelines. If no volunteers are available, teachers may be assigned to mentor. No teacher shall serve as a Mentor to more than one provisional teacher with or without advanced standing as defined by N.J. Administrative Code. The Provisional Teacher, with or without advanced standing, shall reimburse the district for the stipend given to the Mentor Teacher. The Mentor Teacher is a member of the Professional Support Team as required by N.J. Administrative Code.

11.2 Facilities

- 11.2.1 Faculty rooms shall be reserved in each building for the exclusive use of Employees except when a faculty room is required to provide for the instructional program, and such 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 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 Chief School Administrator 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 Chief School Administrator shall provide the Employee with a written statement relating to the possible withholding of increment or adjustment.
- 12.1.5 If the Chief School Administrator 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's Assistants

- 12.2.1 Teacher's Assistants 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 Teacher's Assistants 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 Teacher's Assistants shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
- 12.2.3 Teacher's Assistants 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 a Teacher's Assistants' file or otherwise acted upon unless there has been a conference with the Teacher's Assistant. A Teacher's Assistant shall not be required to sign a blank or incomplete evaluation report.
- 12.2.4 Teacher's Assistants shall have the right, upon request, to review their personnel file and to have copies of any documents in it. Teacher's Assistants 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 a Teacher's Assistant's increment be withheld or adjusted, the Chief School Administrator shall provide an opportunity for the Teacher's Assistant to meet with the Chief School Administrator and appropriate members of the administrative staff to present data. The Teacher's Assistant shall receive advance written notice of the reasons for such meeting and shall be entitled to be accompanied by a person of the Teacher's Assistant's choice for advice and/or representation. If such a recommendation is made, the Teacher's Assistant 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 Teacher's Assistant 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. The Employee may have representation at any meetings or hearings.

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's Assistants. 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 Employees who attend job-related workshops, conferences, or seminars. Attendance must be recommended by the immediate supervisor and approved by the Chief School Administrator.

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 Chief School Administrator.
- 14.3.2 The Board will reimburse employees for tuition costs up to a maximum of \$1,500 for each employee beginning in 2009-10 on a proportional basis, up to an aggregate of \$70,000 for all employees, subject to 14.3.3. This aggregate amount is per school year, is non-accumulative, and applies only to employees taking courses while under contract in Glen Rock.

Such reimbursements will be made once per year, in the July following the conclusion of the academic year, subject to the successful completion of the course(s) as outlined in 14.3.3 below. The deadline for submission of all required documentation is June 15th. Reimbursement requests must be from the current academic year; those from previous academic years are ineligible."

14.3.3 The Chief School Administrator may grant approval for course reimbursement under this article provided that in the CSA's judgment, such coursework (1) pertains to the employee's current job description or is of potential benefit to the district; (2) is offered for credit by an accredited college or university; and (3) is of sufficient quality and rigor as to merit credit toward salary guide movement.

No course shall be deemed eligible for reimbursement if it has not been approved in advance by the Chief School Administrator.

Tuition reimbursement shall only be paid with respect to those courses in which an Employee attains a "P" in a pass/fail course or in which an employee attains a grade of "B" or better. If a choice is offered with the choice of either a letter grade or pass/fail, the grade option must be taken."

14.3.4 Up to 6 graduate credits, per column movement, from courses taken on-line without direct teacher contact, may be submitted for reimbursement. The credits earned must be from schools that have been accredited by the agencies approved by the New Jersey Department of Education.

ARTICLE 15.0 <u>CONDUCT OF SCHOOLS</u>

- 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 Chief School Administrator 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 <u>SABBATICAL LEAVE</u>

- 17.1 An application for sabbatical leave shall be recommended by the Chief School Administrator and the Board of Education shall have the right of final approval.
- 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 to, 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 Chief School Administrator 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 Chief School Administrator 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 Chief School Administrator.

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 Chief School Administrator was notified of such accident or illness by registered letter within 10 days of its occurrence.

17.10 Forfeiture of Leave

If the Chief School Administrator learns that an Employee is not fulfilling the purpose for which the sabbatical leave was granted, the Chief School Administrator 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 Chief School Administrator, 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 Administrative Assistants 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 Chief School Administrator at least 60 days before the termination date. A notice of separation received by January 15th will be paid on the following July 1st. Any payment for a notice of separation received on January 16th or later may be delayed up to July 1st of the following budget year at the business administrator's discretion.
- 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.
- 18.2.2.1 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'S ASSISTANTS

- 19.1 As per N.J.S.A. 18A:27-10 for teachers, the Board shall give to each Teacher's Assistant 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

A Teacher's Assistant who receives notice of nonemployment may request from the Chief School Administrator a statement of reasons for such nonemployment, provided a written request is received by the Chief School Administrator within 10 school days. The Chief School Administrator shall respond within 10 school days after receipt of such request during which the Chief School Administrator is present.

19.3 Hearing

A Teacher's Assistant who receives notice of nonemployment and statement of reasons from the Chief School Administrator shall be entitled to a hearing before the Board, provided a written request is received in the office of the Administrative assistant 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 a Teacher's Assistant 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 Teacher's Assistant 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 Teacher's Assistant.

19.5 Notification of Intent to Return

Teacher's Assistants 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 Teacher's Assistant.

19.6 A Teacher's Assistant 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 Teacher's Assistant on layoff shall be recalled.
- 19.7.2 No new Teacher's Assistant shall be hired while qualified Teacher's Assistants are on layoff. If no qualified Teacher's Assistant on layoff accepts the position offered, the Board may then hire a new Teacher's Assistant.
- 19.7.3 When Teacher's Assistants 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 Teacher's Assistant list in the event of layoff.

19.7.5 Teacher Assistant Reduction in Force

a. The parties confirm that the Board of Education has the right to make reductions in force pursuant to law. The provisions of this Article shall apply to the extent set forth herein, to assistants who at the time of any dismissal resulting from a reduction in force shall have completed three (3) consecutive calendar years of employment of the Board.

b. Seniority

The parties agree that, for the purpose of this Agreement, "Seniority" shall mean the period of consecutive employment by the Employee in the district.

c. Seniority in Dismissal

Assistants with less than three full years of employment shall be the first assistants dismissed by reason of a reduction in force in any order deemed appropriate by the Board of Education. If there are no longer assistants with less than three full years of service remaining, assistants shall be dismissed from a reduction in force in inverse order of Seniority from their respective positions.

d. Preferred Eligible List

An assistant dismissed by reason of a reduction in force shall be entitled to be placed and to remain upon a preferred eligibility list for three years following a reduction. Assistants shall be reemployed in order of Seniority whenever an assistant vacancy occurs during the three years their name is on the list.

e. Recall Notice

Notice of vacancies in positions to which this article is applicable shall be given to those employees on the preferred eligible list in order of Seniority within a reasonable time (not more than fourteen [14] days) after such vacancy occurs and such Employee shall have a reasonable period of time (but not to exceed fourteen [14] days after receiving notice) in which to give the Board notice of his/her intent to return to the position. In the event such Employee shall fail to respond to the notice from the Board, of if he/she gives notice that he/she does not desire to return to the position, the employee shall forfeit all seniority rights and his/her name shall be removed from the list.

f. Seniority shall not be accumulated during the period following dismissal by reason of reduction in force, but upon reemployment pursuant to the terms of this Article. Such Employee shall have his/her accumulated seniority to the date of such dismissal restored.

ARTICLE 20.0 <u>MISCELLANEOUS PROVISIONS</u>

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 Administrative Assistant 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 Chief School Administrator.
- 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 attorney-work 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 Chief School Administrator, the grievance may be initiated at the Chief School Administrator's level if a solution is not possible at a lower level.

21.3 Initial Procedure

- 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 Administrative Assistant 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 Administrative Assistant 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 Chief School Administrator

- 21.4.1 The Employee shall initiate this level by making a written request to the Chief School Administrator 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 Chief School Administrator 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 Chief School Administrator may question the parties

to clarify issues and illicit facts and contentions. Such hearing shall be held within 10 days, during which the Chief School Administrator is present, after receipt of the grievance by the Chief School Administrator.

- 21.4.3 Each party shall notify the Chief School Administrator 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 Chief School Administrator shall notify the other parties involved.
- After all evidence, oral and written has been presented, the Chief School Administrator shall render a determination within 10 days during which the Chief School Administrator 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 Chief School Administrator.
- 21.5.2 The President of the Board shall request the Chief School Administrator 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 Chief School Administrator 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.
- 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 Chief School Administrator 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, 2009 and shall remain in effect until June 30, 2012.

GLEN ROCK BOARD OF EDUCATION	GLEN ROCK EDUCATION ASSOCIATION
BY Roya Malabela President	BY Resident
DATE 12/21/2010	BY Man M Gride Chief Negotiator
	DATE 12 21 2010

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

A.1.1 <u>TEACHER SALARY GUIDES</u>

<u>2009-2010</u>

STEPS	BA	MA or	BA+45	MA+30	MA+45
		Equiv	MA+15		
1	\$46,497	\$50,197	\$0	\$54,267	\$58,337
2	\$46,997	\$50,697	\$0	\$54,767	\$58,837
3	\$47,497	\$51,197	\$0	\$55,267	\$59,337
4	\$49,702	\$53,402	\$0	\$57,472	\$61,542
5	\$51,917	\$55,617	\$0	\$59,687	\$63,757
6	\$54,142	\$57,842	\$0	\$61,912	\$65,982
7	\$56,377	\$60,077	\$0	\$64,147	\$68,217
8	\$58,622	\$62,322	\$0	\$66,392	\$70,462
9	\$60,882	\$64,582	\$0	\$68,652	\$72,722
10	\$63,332	\$67,032	\$0	\$71,102	\$75,172
11	\$65,782	\$69,482	\$0	\$73,552	\$77,622
12	\$68,232	\$71,932	\$0	\$76,002	\$80,072
13	\$70,682	\$74,382	\$0	\$78,452	\$82,522
14	\$73,132	\$76,832	\$0	\$80,902	\$84,972
15	\$75,582	\$79,282	\$0	\$83,352	\$87,422
16	\$78,032	\$81,732	\$0	\$85,802	\$89,872
17	\$80,522	\$84,222	\$0	\$88,292	\$92,362
18	\$83,112	\$86,812	\$0	\$90,882	\$94,952
19		\$89,522	\$0	\$96,542	\$99,992
20		\$92,352	\$96,019	\$99,687	\$103,137

A.1.1 No Step Movement

TEACHER SALARY GUIDES

<u>2010-2011</u>

STEPS	BA	MA or	BA+45	MA+30	MA+45
		Equiv	MA+15		
1	\$46,497	\$50,197	\$0	\$54,267	\$58,337
2	\$46,997	\$50,697	\$0	\$54,767	\$58,837
3	\$47,497	\$51,197	\$0	\$55,267	\$59,337
4	\$49,702	\$53,402	\$0	\$57,472	\$61,542
5	\$51,917	\$55,617	\$0	\$59,687	\$63,757
6	\$54,142	\$57,842	\$0	\$61,912	\$65,982
7	\$56,377	\$60,077	\$0	\$64,147	\$68,217
8	\$58,622	\$62,322	\$0	\$66,392	\$70,462
9	\$60,882	\$64,582	\$0	\$68,652	\$72,722
10	\$63,332	\$67,032	\$0	\$71,102	\$75,172
11	\$65,782	\$69,482	\$0	\$73,552	\$77,622
12	\$68,232	\$71,932	\$0	\$76,002	\$80,072
13	\$70,682	\$74,382	\$0	\$78,452	\$82,522
14	\$73,132	\$76,832	\$0	\$80,902	\$84,972
15	\$75,582	\$79,282	\$0	\$83,352	\$87,422
16	\$78,032	\$81,732	\$0	\$85,802	\$89,872
17	\$80,522	\$84,222	\$0	\$88,292	\$92,362
18	\$83,112	\$86,812	\$0	\$90,882	\$94,952
19		\$89,522	\$0	\$96,542	\$99,992
20		\$92,352	\$96,019	\$99,687	\$103,137

A.1.1

TEACHER SALARY GUIDES

<u>2011-2012</u>

STEPS	BA	MA or Equiv	BA+45	MA+30	MA+45
			MA+15		
1	\$48,000	\$51,700	\$0	\$56,700	\$60,770
2	\$49,000	\$52,700	\$0	\$57,700	\$61,770
3	\$49,600	\$53,300	\$0	\$58,300	\$62,370
4	\$50,300	\$54,000	\$0	\$59,000	\$63,070
5	\$52,100	\$55,800	\$0	\$60,800	\$64,870
6	\$54,300	\$58,000	\$0	\$63,000	\$67,070
7	\$56,600	\$60,300	\$0	\$65,300	\$69,370
8	\$59,100	\$62,800	\$0	\$67,800	\$71,870
9	\$61,650	\$65,350	\$0	\$70,350	\$74,420
10	\$64,200	\$67,900	\$0	\$72,900	\$76,970
11	\$66,750	\$70,450	\$0	\$75,450	\$79,520
12	\$69,300	\$73,000	\$0	\$78,000	\$82,070
13	\$71,825	\$75,525	\$0	\$80,525	\$84,595
14	\$74,350	\$78,050	\$0	\$83,050	\$87,120
15	\$76,900	\$80,600	\$0	\$85,600	\$89,670
16	\$79,900	\$83,600	\$0	\$88,600	\$92,670
17	\$82,515	\$86,215	\$0	\$91,215	\$95,285
18	\$85,889	\$88,320	\$0	\$93,320	\$97,390
19		\$91,085	\$0	\$97,253	\$101,013
20	one day has take the	\$95,258	\$98,980	\$102,703	\$106,205

A.1.2 Technical Personnel

Media and Technology Technician will be placed on the appropriate teacher salary 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 Double use restriction. 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 Master's degree 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 Master's equivalency 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.
- 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.
- A.1.9 BA+45 / MA+15 Level. No new entrants will be permitted on these guides.
- 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 \$1,500 annually.

APPENDIX A.2 SALARIES FOR ADMINISTRATIVE ASSISTANTS

A.2.1 ADMINISTRATIVE ASSISTANT SALARY GUIDES

GUIDE A:

Assistant Principal, Attendance, Athletic Director, Child Study Team, Guidance, Library, School Administrative Assistant, Technology Personnel.

GUIDE B:

Elementary Principals, Middle School Principal, High School Principal, and Community School Manager,

ADMINISTRATIVE ASSISTANT SALARY GUIDES 2009-2010

STEPS	GUIDE A	GUIDE B
1	32,120	36,645
2	33,620	38,145
3	35,120	39,645
4	36,620	41,145
5	38,660	43,185
6	40,740	45,265
7	42,820	47,345
8	44,900	49,425
9	46,980	51,505
10	49,060	53,583

ADMINISTRATIVE ASSISTANT SALARY GUIDES

2010-2011 - No Step Movement on the Guide

STEPS	GUIDE A	GUIDE B
1	32,120	36,645
2	33,620	38,145
3	35,120	39,645
4	36,620	41,145
5	38,660	43,185
6	40,740	45,265
7	42,820	47,345
8	44,900	49,425
9	46,980	51,505
10	49,060	53,583

ADMINISTRATIVE ASSISTANT SALARY GUIDES

<u>2011-2012</u>

STEPS	GUIDE A	GUIDE B
1	32,760	37,395
2	34,260	38,895
3	35,760	40,395
4	37,260	41,895
5	38,760	43,395
6	40,780	45,415
7	43,150	47,785
8	45,520	50,155
9	47,890	52,525
10	51,014	55,717

- 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 EMPLOYEES

A.3.1 CUSTODIAL/MAINTENANCE SALARY GUIDES

<u>2009-10</u>

STEPS	CUSTODIAN	MAINTENANCE	SUPV. CUST.
1	31,248	37,068	35,325
2	32,348	38,168	36,425
3	33,448	39,268	37,525
4	34,548	40,368	38,625
5	36,398	42,218	40,475
6	38,335	44,155	42,412
7	40,345	46,165	44,422
8	42,460	48,280	46,537
9	44,575	50,395	48,652
10	46,690	52,510	50,767
11	48,805	54,625	52,882
12	50,920	56,740	54,997

CUSTODIAL/MAINTENANCE SALARY GUIDES

2010-2011 - No Step Movement on the Guide

STEPS	CUSTODIAN	MAINTENANCE	SUPV. CUST.
1	31,248	37,068	35,325
2	32,348	38,168	36,425
3	33,448	39,268	37,525
4	34,548	40,368	38,625
5	36,398	42,218	40,475
6	38,335	44,155	42,412
7	40,345	46,165	44,422
8	42,460	48,280	46,537
9	44,575	50,395	48,652
10	46,690	52,510	50,767
11	48,805	54,625	52,882
12	50,920	56,740	54,997

CUSTODIAL/MAINTENANCE <u>SALARY GUIDES</u> <u>2011-2012</u>

STEPS	CUSTODIAN	MAINTENANCE	SUPV. CUST.
1	32,355	38,175	36,435
2	33,355	39,175	37,435
3	34,355	40,175	38,435
4	35,355	41,175	39,435
5	36,355	42,175	40,435
6	38,320	44,140	42,400
7	40,410	46,230	44,490
8	42,510	48,330	46,590
9	44,810	50,630	48,890
10	47,180	53,000	51,260
11	49,550	55,370	53,630
12	52,699	58,606	56,840

- A.3.2 The Groundskeeper is on the Maintenance Guide. The Courier is on the Maintenance Guide.
- A.3.3 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.
- A.3.4 An Employee who is promoted shall receive immediately the salary for the Step of the appropriate Guide.
- A.3.5 Credit for service granted on any of the Guides will be applicable on an Employee's current Guide.
- A.3.6 On the Custodial Salary Guide page, the M.S./H.S. Supervising Custodian will receive a differential of \$2000.

APPENDIX A.4 SALARIES FOR TEACHER'S ASSISTANTS

A.4.1 TEACHER'S ASSISTANTS AND HEALTH ASSISTANTS SALARY GUIDE

STEPS	2009-10	2010-11 No step Movement	2011-12
1	18,010	18,010	18,705
2	18,960	18,960	19,390
3	19,860	19,860	20,075
4	20,760	20,760	20,765
5	21,210	21,210	21,315
6	21,660	21,660	22,010
7	22,460	22,460	22,710
8	23,310	23,310	23,520
9	24,160	24,160	24,330
10	24,860	24,860	25,140
11	25,560	25,560	25,950
12	26,510	26,510	27,060

A.4.2 The Chief School Administrator 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.
- A.4.4 Health Assistants will receive a differential each year, as follows:

2009-2012 \$2190

A.4.5 Any teacher assistant holding a substitute certificate will receive a differential of \$900 per year.

APPENDIX A.5 EMPLOYMENT AND SALARIES FOR COMPUTER TECHNICIANS

A.5.1 <u>COMPUTER TECHNICIAN SALARY GUIDE</u>

All individuals employed as computer technicians at the time of ratification of this agreement will be paid on the BA column of the teachers' salary guide pursuant to the Stipulation of Settlement (from PERC) dated 1/26/10.

The parties agree that computer technicians hired after the date of ratification shall be compensated on the basis of the following salary schedule which establishes a minimum and maximum salary. The initial salary is to be agreed to by the Board and the employee and shall be at or between the following minimum and maximum salaries:

Minimum Salary: \$30,000 Maximum Salary: \$60,000

Once a computer technician has been hired, he/she shall be eligible for the salary increase negotiated by the parties. In the event the salary increase results in the computer technicians receiving a salary higher than the maximum salary, the maximum shall apply.

For Computer Technicians hired after the date of ratification, the Articles A.5.2 through A.5.7 shall apply:

- A.5.2 Medical insurance and dental insurance in accordance with Article 8.1.1 and 8.1.2 of the parties' collective negotiations agreement;
- A.5.3 Computer Technicians shall be employed over 12 months per year.
- A.5.4 Computer Technicians shall receive twelve (12) sick days per year and six (6) personal days per year;
- A.5.5 The number of vacation days shall be based on prior years of experience and determined in accordance with the schedule in Article 10.2.1; All requests to use vacation days must comply to articles 10.1.2 through 10.1.4.
- A.5.6 Computer Technicians shall work an 8 hour day exclusive of a one hour lunch.

A.5.7 Computer Technicians shall be given eleven (11) holidays per year as specified in article 9.2.1.

APPENDIX B RULES AND COMPENSATION FOR DIFFERENTIALS, OVERTIME AND SUMMER EMPLOYMENT

- B.1 Overtime
- B.1.1 Maintenance and Custodial Employees
- B.1.1.1 All worked hours over 40 in any week, or over thirty-two in weeks containing a holiday as defined in Section 9.2.1, 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 2 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) 2009-2010 & 2010-2011 \$890 2011-2012 \$935
 - c. For shifts starting between 9:00 p.m. and 4:59 a.m. (THIRD SHIFT) 2009-2010 & 2010-2011 \$1,317 2011-2012 \$1,383
- 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:

2009-2012 \$1,695

B.2.1.3 Any Employee having an active Black Seal license shall receive an annual differential of:

2009-2012 \$968

- 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 \$254.
- 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.

POSITIONS	2009-10	2010-11	2011-12
Department Leader	4056	4056	4259
Technology Coordinator	4056	4056	4259
Speech Language Specialist	1560	1560	1638
Occupational Therapist	1560	1560	1638
Elementary Special Class Teacher	624	624	655
Guidance Counselor	1560	1560	1638
Learning Disabilities Consultant	1560	1560	1638
Psychologist	3115	3115	3271
Social Worker	1560	1560	1638
Behaviorist	1560	1560	1638
Library Media Specialist	3115	3115	3271
Elementary Unit Leader	3115	3115	3271
Teacher-In-Charge	676	676	710
Gifted Education Coordinator	769	769	807

B.3 Summer Employment

B.3.1 Certificated Employees in Teaching and Service and Technical Personnel

- 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 EXPERIENCE	2009/10	2010/11	2011/12
0 TO 3 Years	19.41	19.41	19.41
4 to 8 Years	24.03	24.03	24.03
9 to 13 Years	28.65	28.65	28.65
14 to 18 Years	33.89	33.89	33.89
18+ Years	38.14	38.14	38.14

- B.3.1.4 Curriculum development or other special projects may be done at a contracted fixed price determined by the Chief School Administrator.
- B.3.1.5 Child Study Team members shall be paid 1/1400 of their yearly salary per hour for work done during summer recess.
- B.3.1.6 Department Leaders will have the opportunity to perform, at the highest summer rate, up to 35 hours of summer curriculum work or other work in support of the curriculum as recommended by the Principal and the Chief School Administrator. This will not preclude Department Leaders from participating in additional curriculum development work.

APPENDIX C RULES AND STIPENDS FOR COCURRICULAR POSITIONS

- C.1 Cocurricular 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 cocurricular 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 cocurricular positions is subject to Board approval.

C.4 Co-curricular Positions and Stipends

ATHLETIC POSITIONS	2009/10	2010/11	2011/12
FOOTBALL			
Head	8865	9308	9308
Assistant	6104	6409	6409
BASKETBALL, WRESTLING, ICE HOCKEY			
Head	7528	7904	7904
Assistant	5195	5455	5455
Middle School	3113	3269	3269
BASEBALL, SOFTBALL, SOCCER, TRACK, LACROSSE			
Head	6912	7258	7258
Assistant	4773	5012	5012
Middle School	2648	2780	2780
X-COUNTRY, TENNIS, GOLF, WINTER TRACK, VOLLEYBALL			
Head	5380	5649	5649
Assistant	3717	3903	3903
Middle School	2648	2780	2780
CHEERLEADING			
JV	2686	2820	2820
Head	3270	3434	3434
SITE MANAGER (Fall & Spring)	5069	5322	5322
SITE MANAGER (Winter)	5380	5649	5649
WEIGHT ROOM (Summer)	3268	3431	3431
WEIGHT ROOM (Fall, Winter, Spring)	2921	3067	3067

HIGH SCHOOL GENERAL ACTIVITIES	2009/2010	2010/11	2011/12
Marching Band Director	3225	3386	3386
Band Front	1452	1525	1525
Supervision/Intramurals (Hourly rate)	Summer Rate	Summer Rate	Summer Rate
Glenconian Advisor	3225	3386	3386
Glenconian Business Advisor	1615	1696	1696
Glen Echo Advisor	3063	3216	3216
Glen Echo Business Advisor	970	1019	1019
Mobius	2258	2371	2371
Student Council Advisor	2420	2541	2541
Physics Team	1052	1105	1105
Chemistry Team	1052	1105	1105
Biology Team	1052	1105	1105
Math League	1052	1105	1105
Model UN	1052	1105	1105
Interact	1052	1105	1105
Debating Team	2178	2287	2287
Chess Team	2178	2287	2287
Quiz Bowl	1211	1272	1272
Grade 12 Class Advisor	2097	2202	2202
Grade 11 Class Advisor	1773	1862	1862
Grade 10 Class Advisor	1452	1525	1525
Grade 9 Class Advisor	1293	1358	1358
Honor Society Advisor	342	359	359
American Field Service Advisor	1052	1105	1105
Lindsey Meyer Teen Institute	1052	1105	1105
Academic Decathlon	1052	1105	1105
C.A.M.P. (Multi-grade)	1052	1105	1105
STEP Advisor	342	359	359
ERASE Advisor	342	359	359

Club Advisor	342	359	359
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MIDDLE SCHOOL GENERAL ACTIVITIES	2009/2010	2010/11	2011/12
Supervision/Intramurals (Hourly rate)	Summer Rate	Summer Rate	Summer Rate
Canteen Director (Hourly rate)	44	46	46
Assistant Canteen Director (Hourly rate)	39	41	41
Newspaper Advisor	1766	1854	1854
Yearbook Advisor	1766	1854	1854
Literary Advisor	691	726	726
Student Council Advisor	1766	1854	1854
Middle School Quiz Bowl	808	848	848
Middle School Math Olympiad (6 th grade)	894	939	939
Middle School Math Olympiad (7 th & 8 th grade)	894	939	939
Stokes Forest Coordinator	894	939	939
Grade 6, 7 & 8 Class Advisor	1089	1143	1143
Junior National Honor Society Advisor	342	359	359
Ski Trip Advisor	342	359	359
Club Advisor	342	359	359

HS DRAMA/MUSICAL PRODUCTION	2009/2010	2010/11	2011/12
Dramatic/Musical Production	3623	3804	3804
Director/Producer	1357	1425	1425
Assistant Director	1357	1425	1425
Conductor/Orchestra Director	1357	1425	1425
Business Manager	470	494	494
Scenery	678	712	712
Stage Manager	470	494	494
Costumes	595	625	625
Rehearsal Accompanist	678	712	712
Choreographer	688	722	722
Lighting & Sound Director	646	678	678
Theater Company	3049	3201	3201
Special Musical Groups	1143	1200	1200
Special Band Group	1143	1200	1200

MS DRAMA/MUSICAL PRODUCTION	2009/2010	2010/11	2011/12
Musical Director	1294	1359	1359
Musical Assistant Director	595	625	625
Choreographer	595	625	625
Musical Business Manager	257	270	270
Musical Accompanist	476	500	500
Musical Costumes	418	439	439
Musical Stage Manager	327	343	343
Musical Lighting/Sound Director	451	474	474
Show Choir Director (One Position)	1190	1250	1250

MISCELLANEOUS	2009/2010	2010/11	2011/12
Affirmative Action Officer, (amount per officer)	1190	1250	1250
Outdoor Sign Board	342	359	359
Fire Marshall	342	359	359

ELEMENTARY	2009/2010	2010/11	2011/12
Intramurals (Hourly)	Summer Rate	Summer Rate	Summer Rate
Chorus – Semester	567	595	595
Safety Patrol Advisor	1293	1358	1358
Student Council Advisor	646	678	678
Club Advisor	342	359	359
AV Coordinator	342	359	359
Computer/Teacher Coordinator	342	359	359
School Newspaper	342	359	359

Chaperones, for events excluding day field trips, will be paid \$39.00 per event.

Chaperones for overnight events will be paid \$82.00 per overnight event. These events will include Stokes Forest, Washington, D.C., DECA, Model UN, FBLA, Band, and Choir.

Chaperoning duties must be offered on a voluntary basis first. Absent a volunteer, the Administration may assign set duties on a rotating basis.

APPENDIX D RULES AND COMPENSATION FOR LONGEVITY AND PROFESSIONAL RECOGNITION

- 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, to Recognition Steps above the top Step on their Guide. An increase in the following amounts in the basic salary shall be awarded for each Recognition Step. All years accrued for Professional Recognition prior to June 30, 1994 shall be carried forward to July 1, 1995; that is, the 1994-95 school year will not count toward Professional Recognition. No recognition will be given in the 1994-95 school year.

2009-12 \$1,800

- D.1.2 Eligibility. Employees who have served 5 years at the 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:
- D.1.2.1 Satisfactory completion of six university or college semester hours, or inservice, or workshop credits with prior approval of the Chief School Administrator or two of the following, with prior approval of the Chief School Administrator.
- D.1.2.1.1 Three university or college semester hours, or inservice or workshop credits with advance approval by the administration.
- D.1.2.1.2 Travel contributing to the educational 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 by the administration.
- D.1.2.1.4 Outstanding service to the teaching profession or special acknowledgment and 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.
- D.1.2.1.6 Obtaining a scholarship in connection with professional advancement.

- D.1.3 If the approval of the Chief School Administrator 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 Administrative Assistants
- D.2.1 Employees with 10 full years or more of service in Glen Rock shall receive longevity compensation in addition to their salary on their guide.

YEARS OF SERVICE	2009-2012
10-12 Years	364
13-15 Years	730
16+ Years	1169

- 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 in addition to their salary on the Guide. Custodian and Maintenance Employees who have obtained longevity payments before July 1, 1991 shall continue to receive them.

YEARS OF SERVICE	2009-2012
12 Full Years	322
15 Full Years	644
18 Full Years	965
21 Full Years	1287

- 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 Teacher's Assistants.
- D.4.1. Employees with 10 full years or more of service in Glen Rock shall receive longevity compensation in addition to their salary on their Guide.

YEARS OF SERVICE	2009-2012
10 Full Years	235
15 Full Years	456
20 Full Years	702

APPENDIX E

SEPARATION PAY RATES AND MAXIMUMS

E.1 Table of Rates and Maximums

E.1.1 <u>For Resigning Employees:</u>

YEARS OF	EMPLOYEE	PER DIEM	MAXIMUM
EMPLOYMENT	CLASSIFICATION	RATE	PAYMENT
5 years but less than	Certificated Employees	\$ 0	\$ 0
10 years	Maintenance/Custodians, Media & Tech. Technician	\$22.50	\$2,250
	Administrative Assistants	\$22.50	\$2,250
	Teacher's Assistants	\$0	\$ 0
10 years or longer	Certificated Employees	\$55.00	\$8,000
	Maintenance/Custodians Media & Tech. Technician	\$40.00	\$4,500
	Administrative Assistants	\$40.00	\$4,500
	Teacher's Assistants	\$20.00	\$2,000

E.1.2 <u>For Retiring Employees 2009/10:</u>

YEARS OF	EMPLOYEE	PER DIEM	MAXIMUM
EMPLOYMENT	CLASSIFICATION	RATE	PAYMENT
5 years but less than	Certificated Employees	\$ 0	\$ 0
10 years	Maintenance/Custodians	\$30.00	\$4,000
	Media & Tech. Technician		
	Administrative Assistants	\$30.00	\$4,000
	Teacher's Assistants	\$ 0	\$ 0
10 years or longer	Certificated Employees	\$80.00	\$11,000
	Maintenance/Custodians	\$60.00	\$7,500
	Media & Tech. Technician		
	Administrative Assistants	\$60.00	\$7,500
	Teacher's Assistants	\$30.00	\$3,500

E.1.3 For the 2010-2011 and 2011-2012 school years:

YEARS OF	EMPLOYEE	PER DIEM	MAXIMUM
EMPLOYMENT	CLASSIFICATION	RATE	PAYMENT
5 years but less than	Certificated Employees	\$ 0	\$ 0
10 years			
	Maintenance/Custodians Media & Tech. Technician	\$30.00	\$4,000
	Administrative Assistants	\$30.00	\$4,000
	Teacher's Assistants	\$ 0	\$ 0
10 years or longer	Certificated Employees	\$80.00	\$17,500
	Maintenance/Custodians Media & Tech. Technician	\$60.00	\$12,750
	Administrative Assistants	\$60.00	\$12,750
	Teacher's Assistants	\$30.00	\$6,250

- Members must notify the board of their intent to retire by January 15th of the year in which they retire, otherwise payment may be delayed by the board.
- Monies may be spread out over three years if payments are more than an amount to be determined for each employment category.
- All payments must be in accordance with applicable IRS regulations.

END

SIDEBAR AGREEMENT TO GLEN ROCK BOARD OF EDUCATION/ GREA CONTRACT 2009-2012

MEMORANDUM OF AGREEMENT 4/7/10

- 1. The Glen Rock Board of Educations agrees that retroactive pay for the years 2008-2009 and 2009-2010 shall be paid to GREA members by check by May 31,2010.
- 2. The Glen Rock Board of Education shall also pay by check the retroactive tuition reimbursement to parties identified per the agreed upon contract by June 30,2010.
- 3. The parties agree that GREA members will remain on the 2009-2010 salary guide, as listed in the contract, with no step movement for the 2010-2011 contract year. Employees will move to the next step on the 2010-2011 guide for the 2011-2012 contract year.
- 4. The board of education agrees to a one year moratorium on outsourcing the custodial/maintenance staff for the 2010-2011 contract year. The board does not waive its right to consider outsourcing in the future.
- The board of education agrees to discuss contractual payments for separation of service to be agreed upon by the parties and offered to certificated and uncertificated staff in the 2010-2011 and the 2011-12 contract years.
 - 6. The board of education agrees to give 12 month employees one additional floating holiday and 10 month employees one additional personal day for the 2010-2011 contract year only.
 - 7. The parties agree that GREA members will contribute 1.5% of their salary to health care premiums in the 2011-2012 contract year. In return, the board of education will add a stipend of 1.5% of salary to the top step only of each guide for the 2011-2012 contract year.
 - 8. The terms of this sidebar shall expire on June 30, 2012.

Board of Education

As agreed to this 9th	day of	April	, 2010.
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Rosa McGratolin	,		Man M. Bude
Rona McNabola for the Glen Roc	- k	Susan	McBride for the GREA