

AGREEMENT

BETWEEN

THE LINDEN EDUCATION ASSOCIATION

AND

THE BOARD OF EDUCATION OF LINDEN

COUNTY OF UNION

JULY 1, 2021 – JUNE 30, 2025

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PREAMBLE

This Agreement entered as of the first day of July 1, 2021 by and between the Board of Education of Linden, the City of Linden, New Jersey, (sometimes hereinafter called the "Board") and the Linden Education Association, (sometimes hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Linden School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the parties have an obligation pursuant to Chapter 303 Public Laws of 1968, as amended by Chapter 123 of the Laws of 1974, to enter into bona fide negotiations to and with each other;

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. UNIT

The Board hereby recognizes the Linden Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all personnel classified as follows:

1. All positions requiring a valid instructional certificate
2. All positions requiring a valid educational services certificate
3. Technology Technicians
4. All full-time and part-time secretarial and clerical employees, excluding those designated as "confidential" by the parties
5. All full-time personnel assigned as paraprofessionals and all part-time instructional and non-instructional school aides
6. Hall monitors
7. Attendance Officers
8. Coordinators
9. Crisis Intervention Aides

But excluding all other titles, including (but not limited to): administrators, supervisors, directors, substitute teachers, confidential employees, non-professional personnel, custodial/maintenance personnel and all others not specified in this Article.

Unless otherwise indicated, references to male unit members shall include the female counterpart

B. DEFINITIONS

1. Unless otherwise indicated, the term "Teachers", when used hereinafter in this Agreement, shall refer to all professional certified employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.
2. Unless otherwise indicated, the term "Secretaries", when used hereinafter in this Agreement, shall refer to all secretarial employees represented by the Association in the negotiating unit as above defined, and references to male secretaries shall include female secretaries.
3. Unless otherwise indicated, the term "Full-time Paraprofessional", when used hereinafter in this Agreement, shall refer to all classroom paraprofessional employees represented by the Association in the negotiating unit, as above defined, and references to male classroom paraprofessional shall include female classroom paraprofessional.
4. Unless otherwise indicated, the term "Part-time Instructional and Non-instructional aides", when used hereinafter in this Agreement, shall refer to all part-time instructional and non-instructional aides represented by the Association in the negotiating unit as above defined, and references to male part-time instructional and non-instructional aides shall include female part-time instructional and non-instructional aides.
5. Unless otherwise indicated, the term "Hall Monitors", when used hereinafter in this Agreement, shall refer to all hall monitors represented by the Association in the negotiating unit as above defined, and references to male hall monitors and shall include female hall monitors.
6. Unless otherwise indicated, the term "Employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

ARTICLE II

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. COMMENCEMENT DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the date provided by law of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. INFORMATION

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter- proposals. The Board agrees to furnish in response to reasonable requests, which are reasonable as to quantity and time, public information, including but not limited to, annual financial reports and audits, the proposed budget and a register of names and addresses of personnel covered by the terms of this Agreement. Anything herein stated to the contrary notwithstanding, the Board shall not be obligated to compile or furnish any information, which does not exist as a separate public record or document.

C. PROCEDURE

1. Representation - Neither party in any negotiations shall have any control over the selection of negotiating representatives of the other party.
2. Meeting Time - All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities, unless otherwise agreed.

D. SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement in force on said date, shall continue to be so applicable during the term of this Agreement.

E. INTERIM NEGOTIATIONS

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties, at the time they negotiated or executed this Agreement.

F. MODIFICATIONS CLAUSE

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

G. No increments or other salary increases shall be provided to employees between the time when the contract expires and when a new one is ratified by the parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance - A "grievance" shall be defined as a complaint, alleging a violation of a specific Article and Section of this Agreement, or changes of Board of Education policy during the term of this Agreement which, it is alleged, change or modify rights of employees specifically provided for in the within Agreement.
2. Aggrieved Person - An "aggrieved person" is an employee or group of employees making the claim.
3. Party in Interest - A "party in interest" is the employee or group of employees making the claim and any employee who might be required to take action or against whom an action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances which may from time to time arise affecting the welfare or terms of employment of employees.

1. Confidentiality - Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Informal Discussions - Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any

appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its views. Such informal settlement shall not be a binding past practice on either party nor shall it be considered an erosion of either the Board's contractual rights or the Association's contractual rights.

C. PROCEDURE

1. No grievance shall be processed under Article III unless the Association or aggrieved person formally institutes the procedure called for in this Article within twenty (20) calendar days of the date of the knowledge alleged occurrence. Any grievance having monetary impact must be grieved within the same fiscal year.

2. End of Year Grievance

In the event a grievance is filed in May or June and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, by consent in writing of both parties herein, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. In no manner shall this paragraph be construed to extend any grievance beyond the time limited by this article.

3. Level One

An aggrieved person with a grievance shall first discuss it with his/her appropriate principal, director, or supervisor, either directly or through his/her representative, with the objective of resolving the matter informally. Any disposition at this Level One must be with the concurrence of the building principal, except, if Level One is at the Superintendent's or Business Administrator's Office.

4. Level Two

If the aggrieved person disagrees with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the aggrieved person shall file the grievance in writing within five (5) days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner, to the Superintendent of Schools. Said grievance shall state all elements with as much specification as possible.

5. Level Three

If the aggrieved person teacher, secretary and/or crisis intervention aide still disagrees with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent of Schools, the aggrieved teacher, secretary, and/or crisis intervention aide shall within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance

was delivered to the Superintendent whichever is sooner, submit the grievance in writing, to the Board. Upon request of the Association a hearing before a committee of the Board shall be granted. However, the Board shall be required to grant only three (3) hearings per contract year. Additional hearings may be granted at the discretion of the Board. Said hearing must be requested within five (5) school days from the receipt of the decision of the Superintendent of Schools, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, and shall be convened within forty (40) calendar days after the request has been made.

If the aggrieved full-time paraprofessional, part-time instructional and/or non-instructional aide, hall monitor, attendance officer, and/or technology technician still disagrees with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent of Schools, the aggrieved full-time paraprofessional, part-time instructional and/or non-instructional aide, hall monitor, attendance officer, and/or technology technician shall within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance in writing, to the Board. Upon request of the Association a hearing before a committee of the Board shall be granted. However, the Board shall be required to grant only one (1) hearing per contract year. Additional hearings may be granted at the discretion of the Board. Said hearing must be requested within five (5) school days from the receipt of the decision of the Superintendent of Schools, and shall be convened within forty (40) calendar days after the request has been made. The Board shall render its decision within ten (10) school days after receipt of the grievance, if no hearing is held, or within ten (10) school days after a hearing is held. Exempt from the limitation of one (1) hearing per contract year are grievances relating to seniority questions.

6. Level Four

If the aggrieved teacher, secretary, and/or crisis intervention aide disagrees with the disposition of said grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, provided no hearing has been requested, then the aggrieved teacher, secretary, and/or crisis intervention aide shall, within five (5) school days after a decision by the Board, or fifteen (15) school days after the grievance was delivered in writing to the Board provided no hearing has been requested, whichever is sooner, submit the grievance to arbitration, giving written notice thereof to the Board, if and only if the Association deems said grievance to be meritorious. If a hearing has been requested and scheduled, the aggrieved person shall have five (5) school days after the hearing decision, or fifteen (15) school days after the formal hearing, whichever is sooner, to submit the grievance to arbitration, if and only if the Association deems said grievance to be meritorious. Failure to file and deliver a request or make submission within the time limitations designated herein, shall constitute an absolute bar to arbitration unless the Association and the Board shall mutually agree, in writing, to waive the applicable said time limitations.

If the aggrieved full-time paraprofessional, part-time instructional and/or non-instructional aide, hall monitor, attendance officer, and/or technology technician disagrees with the

disposition of said grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board (provided no hearing has been requested), whichever is sooner, he/she may submit the grievance to binding arbitration. Only matters relating to salary, insurance, employment procedures, sick leave, discipline, and/or discharge may proceed to binding arbitration. Binding arbitration may be invoked only if written notice is given to the Board and only if the Association deems said grievance to be meritorious. If a hearing has been requested and scheduled, the aggrieved person shall have five (5) school days after the hearing decision, or fifteen (15) school days after the formal hearing, whichever is sooner, to submit the grievance to binding arbitration, if and only if the Association deems said grievance to be meritorious. Failure to file and deliver a request or make submission within the time limitations designated herein, shall constitute an absolute bar to binding arbitration unless the Association and the Board shall mutually agree, in writing, to waive the applicable said time limitations.

7. Arbitration

A. Teachers, Secretaries, Crisis Intervention Aides

Within ten (10) school days after such written notice of submission to binding arbitration, the Association shall request a list of arbitrators from the Public Employment Relations Commission (PERC). The cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Linden Education Association, and the Board of Education. The Board and the Association agree that one (1) arbitrator only shall be utilized in each arbitration and the rules of the Public Employment Relations Commission (PERC) shall govern the procedure for same. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without the power or authority to make any decision which requires the commission of an act prohibited by law or which will amend or modify the terms of this Agreement, and he/ she shall take into account decisions of the Commissioner of Education of the State of New Jersey and rulings of the New Jersey State Board of Education and Court decisions and applicable statutes. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

B. Paraprofessionals, Instructional and Non-instructional Aides, Hall Monitors, Attendance Officers, Technology Technicians

Within ten (10) school days after such written notice of submission to binding arbitration, the Association shall request a list of arbitrators from the Public Employment Relations Commission (PERC). The cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Linden Education Association, and the Board of Education. The Board and the Association agree that one (1) arbitrator only shall be utilized in the arbitration and the rules of the Public Employment Relations Commission (PERC) shall govern the procedure for same. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which will amend or modify the terms of this Agreement, and he shall take into account decisions of the Commissioner of Education of the State of New Jersey and rulings of the New Jersey State Board of Education and Court decisions and applicable statutes. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding in nature. Binding arbitration shall be available only for grievances relating to salary, insurance, employment procedures, sick leave, discharge, and discipline.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Employees and Association

A party in interest may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

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

E. LIMITATIONS

The decision of the Board shall be final and binding and not subject to Arbitration in the following instances:

1. Where the alleged grievance does not meet the definition of a grievance for the purpose of arbitration as defined herein and
2. Where the failure of the Board to act is because the Board lacks the authority to act;

3. Where the subject of the grievance involves promotions of faculty or staff;
4. Where the grievance involves granting or refusal to grant tenure to any employee;
5. Where the grievance involves any Rule or Regulation mandated by the Commissioner of Education or the laws of the State of New Jersey;
6. In any matter for which a method of review is prescribed by law;
7. In any matter involving the dismissal or reassignment of non-tenure employee or the failure to rehire a non-tenure employee;
8. A complaint by any certified personnel occasioned by lack of appointment to or lack of retention in any position for which tenure is either not possible or not required.

F. MISCELLANEOUS

1. Group Grievances

If in the judgment of the Association a grievance affects a group or class of employees the Association may submit such grievances in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted to all parties in interest and to the Association.

3. Administrative Directives

A grievant does not have the right to refuse to follow an administrative directive or a Board policy on the grounds that he/she has instituted a grievance.

4. Separate Grievance File

All documents, communications and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants except as to the incident complained of which may or may not be the subject of the grievance.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article, so long as there is no conflict with the rules of the Public Employment Relation Commission (PERC) as to any arbitration hearings or there is no conflict with any statute or law of the State of New Jersey.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, minutes of all Board meetings, census data, names and addresses of all member employees and other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees and their students, where applicable together with information which may be necessary for the Association to process any grievance or complaint.

B. RELEASE TIME FOR MEETING

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

C. REPRESENTATIVES OF THE STATE AND NATIONAL ASSOCIATION

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 with approval of the Superintendent provided that this shall not interfere with normal school operations.

D. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings, on approval of the Superintendent, provided that this shall not interfere with normal school operations. The Principal shall be notified, in advance, of the time and place of all such meetings.

E. USE OF SCHOOL EQUIPMENT

The Association shall have the privilege to use school facilities and equipment including typewriters, computer/laptops, duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment and/or facilities are not

otherwise in use, with the approval of the Principal whose approval shall not be unreasonably withheld. Central Office equipment, containing confidential Board matters shall not be used.

F. BULLETIN BOARDS

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the Central Office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given in advance to the Principal.

G. MAIL FACILITIES

The Association shall have the right to use the school mail boxes as it deems necessary, with the approval of the Principal. Said approval shall not be unreasonably denied.

H. ORIENTATION PROGRAMS

The Association shall have the right to have its representatives speak at all orientation programs for new teachers.

I. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

J. LEAVE FOR THE ASSOCIATION PRESIDENT

1. At the discretion of the Superintendent, the Association President or his/her designee, for the purpose of engaging in activities for the Linden Education Association may be granted a total of three days of leave with full pay in addition to any other provisions provided for in this Contract. The President or his/her designee shall give notification and seek approval at least two school days in advance of the requested day or days for said leave. The days may be consecutive or separate individual days throughout the school year.

Should the Association President be a teaching staff member assigned to grades 6 – 12, he/she shall be assigned no more than four (4) teaching periods per day. The teaching periods shall be assigned as the first four periods of the day. He/she shall have the right to sign out and leave the building after this time and shall not be required to return, except in the case of scheduled faculty meetings or duties assigned on the equitable rotating basis. The Association President shall not be assigned a homeroom.

2. Should the Association President be a teaching staff member assigned to grades pre-K –5, a secretary, or a paraprofessional, he/she shall be granted 45 minutes release time daily to conduct Association business. Said release time shall be scheduled at the end of the

member's workday. The President shall have the right to leave the building during periods of non-pupil contact time to conduct Association business.

3. The LEA shall reimburse the district the sum of \$3000 during each year of the contract for costs associated with the President's release-time provision.
4. The Association President or his/her designee shall first notify the Principal designee that he/she is in the building on Association business.

ARTICLE V

TEACHER WORK YEAR

- A. The Board of Education, or its designee, agrees to consult with the calendar committee of the Association prior to the preparation of the school calendar, with final determination to be made by the Board. A copy of the Board approved calendar will be distributed to each teacher prior to the close of the school year.
- B. For the duration of the contract, ten-month teacher staff members shall be required to work 184 days. The following days shall not include pupil contact: 1 day prior to student school year, 1 day following student school year and 2 days for professional development.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD - 10 MONTH TEACHERS

- A. The length of the teacher day shall be as follows:

Elementary level:	7 hours
Middle School:	7 hours 20 min.
High School:	7 hours 25 min.

All teachers shall arrive at least 15 minutes before the start of the students' school day and remain at least 10 minutes after student dismissal.

Any music teacher currently not receiving a stipend, who is required by a building principal to conduct, supervise, or participate in a performance or activity beyond the normal workday, shall be compensated at a rate of \$30.00 per hour.

- B. It is the intent of the Board, that whenever feasible, the Board will require teachers to teach no more than two (2) subject areas, nor more than a total of three (3) teaching preparations in any one school day.

- C. It is the intent of the Board that, whenever feasible, schedules shall be adopted in the secondary schools so that teachers will not be required to teach more than three (3) consecutive periods without release time.
- D. Elementary teachers shall not be required to teach continuously for more than three (3) hours in a classroom teaching situation, except on those days designated on the school calendar, or by the Superintendent, as early dismissal days. This limitation on consecutive classroom teaching hours shall not apply to teachers of special education classes.
- E. Teachers may, subject to obtaining permission from the school principal, leave the building during their scheduled duty-free period, if no conference or previous commitment has been made.
- F. Written permission for field trips approved by the building principal shall be obtained from the Superintendent. If the Superintendent does not consent then, there will be no field trip.
- G.
 - 1. All elementary teachers, including special subjects which include art, music, physical education, and library, shall receive a forty (40) minute duty-free preparation period four (4) times per week. This shall apply on full school days only. Said periods shall be allocated one (1) period per day when feasible.

Common planning shall be led by the grade level teachers.

- 2. High school teachers shall receive a minimum of one (1) continuous, duty free period, equal to the amount of time of one (1) class period for preparation time. This time shall be scheduled during the instructional day.
In the event a teacher is required to perform a duty during his/her “prep” period, he/she shall be compensated at the rate of per period of \$30.00 per hour.
 - 3. Whenever possible, Middle School teachers shall receive a minimum of one (1) period each day, equal to the amount of one (1) class period, for preparation time. This time shall be scheduled during the instructional day.
 - 4. A teacher shall be paid at \$30.00 per hour for each day or fraction thereof on which he/she has extra pupils in his/her class(es), because no class coverage is provided for teacher absence from his/her class.
- H. In order to assure that elementary teachers have preparation time during the Art, Music, Physical Education classes and third grade Library, for their students, the special teachers for such classes will, for their absences, provide lesson plans for their substitutes. It is understood that the classroom needs will be filled first, with the Superintendent having the ultimate decision in such placement.
- I. Each certificated staff member assigned to grades Pre-K-5 shall receive a 55-minute duty free lunch period. On an equitable, rotating basis, administration may assign up to nine (9) -

twenty five (25) minute unpaid duties per staff member in any given month. Any exceptions to the equitable rotation shall be mutually agreed upon between administration and members.

- J.
 - 1. High School Guidance Counselors may be required to work at night four (4) times each school year for a period of one (1) hour and 45 minutes each night provided that one (1) of such nights shall be scheduled as College Night. Guidance Counselors will be entitled to one (1) compensatory day to be scheduled on a mutually agreed upon basis, between the counselor and the department chairperson. It is understood that not more than one (1) counselor may take a compensatory day at a time. Requests for compensatory days shall not be unreasonably denied. These nights shall be Monday through Thursday only.
 - 2. High school and Middle School guidance counselors shall not be required to perform cafeteria or hall duty on a regular basis except in an emergency as determined by the principal subject to the approval of the Superintendent, Assistant Superintendent, or Business Administrator.
 - 3. High School Guidance Counselors may be required to work two (2) additional evenings per year at the employee's hourly rate.
- K. Special Subject Teachers such as, but not limited to Art, Music, Physical Education, Library, basic skills, foreign language & ESL, and Special Service Personnel, shall be required to perform duties which shall be limited to duty or duties at one school only per day. Such teachers shall not perform such duty or duties more than two days per week.
- L. All teachers employed new to the district shall be available for orientation programs prior to the start of the school year for up to three (3) days at no additional remuneration.
- M. Middle School - - Core (Language Arts, Math, Social Studies, Science) teachers assigned to a middle school shall be required to teach a maximum of sixteen (16) periods, four (4) 60-minute classes, out of a total of twenty-seven (27) scheduled 15-minute periods. Rotation (gym, computers, band, art, music, orchestra, language, etc.) teachers assigned to a middle school shall be required to teach a maximum of eighteen (18) periods, six (6) 45-minute classes, out of a total of twenty-seven (27) scheduled 15-minute periods. Rotation teachers will not be assigned both a duty and have to attend "Team Time".
- N. High School - if any academic department (defined as English, Science, Math, Business Education, Foreign Language, English as a Second Language and Social Studies) at the high school has four (4) teachers teaching six (6) classes and another teaching period is needed, the District shall hire another teacher.
- O. In the event that the Board of Education determines to utilize Block Scheduling in the district, the Board and the Association agree to reopen the existing agreement for the

express and sole purpose of negotiating the impact on the terms and conditions of employment attendant to said schedule change. The Board of Education shall give notice to the Association regarding the implementation of block scheduling no less than five (5) months prior to its implementation.

- P. Teachers shall be required to attend PTA sponsored “Back To School Night” at no additional remuneration. Employees may be excused in the case of any unforeseen emergencies. Back to School Night shall begin no later than 6:30pm.
- Q. Parent-Teacher Conferences will be held twice a year at the elementary schools to provide parents with an informal face-to-face meeting to give both the parent and the child’s teacher an opportunity for full exploration of the child’s progress, his/her behavior and the reasons behind his/her success and failures.
 - 1. The notice to the parent will contain a form that is returnable to the teacher in which the parent will designate whether the parent “will be able” or “will not be able” to attend. The form will also contain a provision whereby the parent may designate a time and date in the event the time and date designated by the teacher is not convenient. Parental notice forms shall be revised at the discretion of the Board to allow parents to choose a different time and date among the conference days scheduled than that offered by the teacher.
 - 2. Two (2) afternoon conference days and one (1) evening conference shall be held in the fall session and again in the spring session.
 - 3. Each parent conference shall be scheduled to be ten (10) minutes in duration.
 - 4. On the day of the evening conferences, the teachers shall be released at the close of a four (4) hour instructional session (early dismissal day for students).
 - 5. A teacher shall schedule appointments at the convenience of the parents and the teacher during the time allotted. So long as a teacher is able to schedule all parent teacher conferences, he/she will not be required to stay after/return on early release days on which he/she has no scheduled conference.
- R. The board will reimburse the Athletic Trainer, speech therapists, and nurses for the cost of maintaining all required licenses and/or certifications as required by the board of education, and/or any government entity. The board shall not be responsible for any late fees incurred due to fault of the employee.

ARTICLE VII

TEACHER FACILITIES

- A. Each school shall have the following facilities:

1. Each school shall have space in each classroom or in a central storage area, which will be provided for storage of instructional materials and supplies for itinerant teachers. The space provided by the District under this paragraph shall consist of a lockable storage space of a size and type to be selected by the District.
2. At the discretion of the principal, a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished room, with functioning heat and air-conditioning, shall be reserved for the exclusive use of the teachers, as a faculty lounge. Though the teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, same shall be regularly cleaned by the school's custodial staff.
4. A serviceable desk and chair for the use of each teacher in every building to which they are assigned.
5. Well-lighted and clean employee rest rooms, separate from the students' rest rooms.
6. A separate, private, dining area for the exclusive use of the staff, which may be the teachers' lounge.
7. Suitable space for each employee to store coats, overshoes, and personal articles.
8. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
9. Adequate chalkboard/whiteboard space in every classroom. Any technological upgrades to classrooms shall be at the discretion of the Superintendent of Schools or her designee, with consideration given to need and equity.
10. A suitable dictionary in every classroom.
11. Adequate books, paper, pencils, pens, chalk, erasers, whiteboard markers and other such material required in daily teaching responsibilities.
12. A phone for use by staff for work-related business shall be available in a place with suitable privacy to protect student confidentiality.
13.
 - a. With regard to school facilities to be constructed in the future, the Board will provide paved parking areas, parking spaces, and parking spaces for teachers if space is available. The area will be marked and lit as required by law.
 - b. The Employee Liaison Building Committee shall offer suggestions regarding any proposed additions or alterations to the existing school building, or any proposed new buildings for the same school to be erected by the Board. All final determinations shall be reserved to the Board.

14. Teachers are to be given forms listing requests for repairs, replacements of equipment or materials no later than October 1st of each year. The forms shall be returned to the building principal for consideration.
15. The board agrees to provide an absence reporting system for employees to report unavailability for work. Procedures for using said service shall be distributed in writing to all employees on the first day of school. Employees who habitually fail to comply with the time limitations so distributed may be subject to disciplinary action.
16. Sections A2 through 8, 13 and 14 shall apply also to members working in the special education office.

ARTICLE VIII

TEACHER ASSIGNMENTS

- A. All teachers shall be given written notice of any change in their class, subject, room assignment or building assignment for the forthcoming year, not later than June 15th, when practicable. These assignments may be changed after notification as determined by the needs of the school system as interpreted by the Superintendent.
- B. Teachers who are assigned to more than one school shall be scheduled to limit interschool travel, to the extent possible, consistent with scheduling needs of the system. They shall be guaranteed 20 minutes travel time between buildings in addition to lunchtime.

Middle School special area teachers that are transferred from one Middle School to another during the school year shall be given one (1) day of release time to move.

- C. A special subject teacher will be only assigned duty in one building. That building is to be determined by the Superintendent based on the school in which the teacher spends the greatest amount of time. "Duty" shall be defined as "non-teaching duty". "Special" shall not include child study team members. Employees will not be required to drive students.

ARTICLE IX

VOLUNTARY TRANSFERS AND RE-ASSIGNMENTS

- A. The Secretary of the Board of Education will send to the Linden Education Association abstracts of the minutes of each Board of Education meeting, within a reasonable time after the preparation of said minutes, in each instance where teacher vacancies are listed in the said minutes.
- B. Teachers who desire a change in grade and/or subject assignment or desire to transfer to another building, may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned

and the school or schools to which he desires to be transferred, in order of preference. The aforesaid written statement or application must be renewed annually. In considering an application for a change of class or school, the Board of Education agrees to give weight to the professional background and attainment of all applicants, the length of time that each has been in the school system, and other related factors. The decision of the Board of Education as to the making of such a change, if any, shall be final.

The teacher filing the said written statement shall include therein, his/her correct mailing address during the summer and he/she will be notified of any teacher vacancies that arise by notification in writing from the Superintendent's office to his/her summer address. Such request for transfer shall be made not later than May 1st.

ARTICLE X

INVOLUNTARY TRANSFERS AND RE-ASSIGNMENT

- A.
 - 1. A transfer or re-assignment shall be defined as involuntary if written notification of objection thereto is given to the Superintendent by the employee within five (5) days of notification.
 - 2. Notice of any transfer or re-assignment shall be given to the employee as soon as practicable and, except in cases of emergency, not later than fifteen (15) days in advance of actual transfer.
 - B. An involuntary transfer or re-assignment by Board of Education vote shall be made only after the employee has received a Rice Notice (electronic notice to the employee's work e-mail address is acceptable), and a meeting between the employee involved and the building principal or subject supervisor, at which time the employee shall be notified of the reason therefore.
 - C. The decision of the Board on all transfers shall be final and not subject to arbitration except if the transfer was made for disciplinary reasons.
- 1. Employees will be given 48 hours' advance notice of their transfer or reassignment being presented for Board approval, except in emergent circumstances where student/staff health, safety, or welfare may be affected;
 - 2. Teachers who are required to transfer, at the administration's directive, between schools during the teacher's regular work year shall be given two (2) days of release time to move;
 - 3. Teachers who request to transfer between schools during the teacher's regular work year shall be given one (1) day of release time to move; and
 - 4. Teachers who are required to transfer between schools during the summer recess (after the teacher work year ends but before the teacher work year begins) shall be compensated for one (1) day's work at the negotiated hourly rate.

ARTICLE XI

PROMOTIONS

- A. Positions paying a salary differential above the teachers' salary schedule, will be posted with the minimum qualifications required, not less than fifteen (15) days before the position is filled. Any teacher requesting an interview will be afforded one by the Superintendent or his/her designee.
- B. Notification of positions paying a salary differential above the teachers' salary schedule which will be filled during the summer period when school is not regularly in session shall be posted online and in each school that is open as far in advance as practicable, but not less than fifteen (15) days before the position is filled. Said notice shall be sent to each teacher who has submitted his/her name and summer address to the Superintendent together with notice of the types of positions for which he/she desires to apply. A teacher must renew his/her notification to the Superintendent annually.
- C. When the appointment has been made for the position in question, the Board will notify the Association of the name of the person appointed, within three (3) days after the appointment is made.

ARTICLE XII

POSTING

The Administration shall notify the Association President and an Association Representative at each work site of any vacant position, and shall post the same on the District website for a period of not less than ten (10) days. The Association Representatives may duplicate the notice as needed for distribution to the members.

Each posting shall include the job description for the position.

ARTICLE XIII

EVALUATION OF EMPLOYEES

- I. Evaluations shall be performed in accordance with the law (TeachNJ) and the guidelines duly adopted by the DEAC. Employees may grieve procedural violations of the DEAC guidelines in effect at the time of the alleged violation pursuant to the provisions of Article III.

ARTICLE XIV

CONTINUATION AND TERMINATION OF EMPLOYMENT OF NON-TENURED TEACHERS

The Board and the Association agree that they will comply with and be governed by the provisions of the following statutes: 18A:27-10 "On or before May 15 in each year, every board of education in the State shall give to each non-tenured teaching staff member continuously employed by a board of education since the preceding September 30 shall receive either

- a. A written offer of a contract for employment from the board of education for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the board of education, or
- b. A written notice from the Chief School Administrator that such employment will not be offered."

18A:27-11 "Should any board of education fail to give to any non-tenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by this act, then said board of education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the board of education."

18A:27-12 If the teaching staff member desires to accept such employment he shall notify the board of education of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance the provisions of this article shall no longer be applicable.

ARTICLE XV

EMPLOYEE RIGHTS

A. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by Chapter 303, Public laws of New Jersey, and of the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of

the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. APPLICATION OF LAWS

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere in the law.

C. DISCIPLINE

1. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
2. No employee shall be disciplined or reprimanded in public if the discipline can be effectively administered privately and if it is practical to administer the same privately.

D. REQUIRED MEETINGS OR HEARINGS

Whenever any employee is required, in writing, to appear formally before the Superintendent or his/her designee, the Board, or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

(The following section shall apply only to teachers and secretaries) If an employee is suspended he/she shall continue to receive pay until formal Board action suspending the said employee has been taken and such formal action is sent to the Commissioner of Education by registered mail, return receipt requested. Nothing herein shall be allowed to contradict the existing law covering this subject.

E. STUDENT EVALUATION

No grade given by a teacher to a student shall be changed without written notification of the grade change being given by the principal to the teacher involved. In such case the teacher shall have the right to set forth in writing any justification for determining the original grade which should be given to the principal.

F. PERSONAL FREEDOMS

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law, or rules or regulations of the State or local Board of Education, and so long as the activities do not interfere with the proper exercise of the teaching duties and responsibilities of the teacher.

G. ASSOCIATION AND IDENTIFICATION

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

H. PERSONNEL RECORDS

1. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at his/her expense of any documents contained therein. An employee shall be entitled to have representative(s) of the Association accompany him/her during such review. The employee shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
2. The Board shall not establish any separate personnel file which is not available for the employee's inspection. The Board shall preserve the right to keep the confidentiality from the employee of personal references, academic credentials, and other similar documents.
3. In the event a letter of complaint referring to a member of the bargaining unit is placed in said employee's personnel file, the Board shall furnish the employee with a copy of the letter at the time of placement.

I. All part-time instructional and non-instructional aides must be notified of any openings in new or existing full-time paraprofessional positions. They must also be given a reasonable opportunity to apply for said positions.

J. Any suspension of a paraprofessional, part-time instructional or non-instructional aide pending charges shall be without pay, where permitted by law.

ARTICLE XVI

BOARD RIGHTS

- A. The Board of Education reserves to itself jurisdiction and authority over matters of policy and management functions and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with all applicable laws and regulations.

1. To control the executive management and administration of the school system and its properties and facilities;
 2. To hire, promote, transfer, assign and retain employees in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees;
 3. To relieve employees from duty because of lack of work or for other legitimate reasons;
 4. To maintain efficiency of the school district operations entrusted to it;
 5. To determine methods, means and personnel by which such operations are to be conducted; and
 6. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational, and social activities for students, as deemed necessary or advisable by the Board.
- B. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under Title 18A of the Laws of the State of New Jersey or any other State Laws or regulations as they pertain to education.

ARTICLE XVII

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

- A. The Employee Liaison Committee in each school shall have the right to meet with the appropriate administrator of the school to suggest programs to meet emergency situations which may develop in the school in order to protect the safety and well-being of the employees, students, and property in the schools.
- B. The employees hereunder shall be entitled to all the rights and privileges accruing to them pursuant to the following New Jersey Statutes:
1. N.J.S.A. 18A:16-6 Indemnity of officers and employees against civil actions.
 2. N.J.S.A. 18A:16-6.1 Indemnity of officers and employees in certain criminal actions.
 3. N.J.S.A. 18A:30-2.1 Payment of sick leave for service connected disability.
- C. **REIMBURSEMENT**

The Board shall reimburse employees for the loss of any clothing or other personal property damaged or destroyed as a result of an assault upon an employee while the employee was acting in the discharge of his/her duties within the scope of his/her employment. The

amount of the Board's obligation, pursuant to the terms of this paragraph shall be limited to \$350.00 for each separate occurrence.

- D. The Board agrees that it will have in place for each employee, written procedures to be followed in the event of a fire or bomb scare that requires building evacuation, or procedures to shelter in place and standard action for a lock down.

ARTICLE XVIII

EMPLOYEE-ADMINISTRATION LIAISON COUNCIL

- A. An Employee-Administration Liaison Council shall be established. This Council shall meet with the principal at least once a month, whenever possible, during the school day for the duration of the school year to review and discuss local school problems and practices.
- B. Association representatives appointed by the President of the Association shall meet with the Superintendent at least four (4) times a year to review and discuss current school problems and practices and the administration of this Agreement (October, January, March, and June are the suggested months). There shall be no more than five (5) representatives of the Association at said meetings.
- C. LEA representatives appointed by the President of the Association shall meet with a subcommittee of the Board and the Superintendent or their designee at least two (2) times per year to discuss district issues and the administration of this Agreement.

ARTICLE XIX

CLASS SIZE NON-TEACHING DUTIES, PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Association Committees may make recommendations for consideration by the Board and by the Superintendent concerning class size, non-teaching duties of teachers, professional development of teachers and educational improvement.

ARTICLE XX

SICK LEAVE

- A. **ACCUMULATIVE SICK LEAVE**
 - 1. a. All employees shall be entitled to sick leave days each work year according to the following schedule as of the first official day of said work year whether or not they report for duty on that day. Unused sick leave days shall accumulate from year to year with no maximum limit, so long as the years are those served in the Linden School System.

Teachers/Secretaries/Full Time Paraprofessionals/Attendance Officers, Crisis Intervention Aides, Hall Monitors, and Technology Technicians -- 12 days (two of which may be used for family illness)

- b. Not later than September 30th of each year, every employee shall be informed of the total number of accumulated sick days he/she has to his/her credit.
 - c. A new employee whose contract effective date is after September 30 shall be entitled to sick leave on a pro-rated basis. The schedule for pro ration is outlined under Appendix A of this Agreement.
2. a. All part-time instructional and non-instructional aides shall be entitled to ten (10) sick leave days, of which two (2) may be used for family illness each work year as of the first official day of said work year, whether or not they report for duty on that day. Unused sick leave days shall accumulate from year to year with no maximum limit, so long as the years are those served in Linden School System.
- b. Not later than September 30 of each year, every employee shall be informed of the total number of accumulated sick days he or she has to his or her credit. All employees shall be entitled to sick leave on a prorated basis.

B. NON-ACCUMULATIVE SICK LEAVE

Non-accumulative additional sick leave benefits may be allowed if an employee has exhausted his/her annual sick leave and his/her accumulated sick leave. The Board may pay such employee's salary less the pay of a substitute for such length of time as may be determined by the Board in each individual case. The Board decision is final and not grievable.

C. COMPENSATION FOR UNUSED SICK LEAVE

1a. A teacher upon service retirement or disability retirement, in accordance with the pension fund, shall receive a lump sum payment equivalent to \$30.00 for each day of unused accumulated sick leave.

b. Secretaries and crisis intervention aides shall receive such lump sum payment equivalent to \$26.00 for each day of unused accumulated sick leave.

c. Upon service retirement or disability retirement from the Linden School System, in accordance with the pension fund, full-time paraprofessionals, part-time instructional and non-instructional aides, attendance officers, hall monitors and technology technicians with ten (10) or more years of completed service shall receive reimbursement in accordance

with the following formula: 1/2 of accumulated sick days times 1/2 of the final daily rate of pay.

2. Providing an employee has maintained an attendance rate of 95% or better (excluding personal and death days) for the three cumulative years immediately preceding retirement, the employee shall receive the following amounts per each unused sick day:

Teachers:	\$50/day
Secretaries/Crisis Intervention Aides	\$35/day
Paraprofessional/Part Time Instructional	50% daily rate (daily rate of pay
Aides/Attendance Officers/Hall	times ½ the number of accumulated
Monitors/Technology Technicians	days)

The 95% or better attendance rate for the three cumulative years immediately preceding retirement shall not apply in cases where an employee is suffering from a medically verified serious health condition. A serious health condition is defined as a long term medical ailment that is non-work related and is of a catastrophic nature consistent with the provisions of 29 C.F.R. § 825.113.

3. Upon the death of an employee while in active employment with the District, said compensation shall be paid to the employee's estate.

4. Pursuant to NJSA 18A:30-3.6, any member hired after May 21, 2010, cannot be compensated at retirement for accumulated unused sick leave in an amount greater than \$15,000.

D. Staff members leaving school because of illness prior to completion of one-half of the stated workday, will be charged with a full day's absence. Staff members leaving after completion of one-half of the stated workday, will be charged a half-day's absence.

ARTICLE XXI

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of each school year, employees shall be entitled to the following temporary accumulative leaves of absence with full pay each school year:

1. a. The total number of possible days excusable for personal reasons for teachers, attendance officers, secretaries and crisis intervention aides shall not exceed three (3) days in any one year. Except in an emergency, seventy-two (72) hours or three (3) calendar days' notice in writing of intended absences must be given or sent to the Superintendent whose responsibility it shall be to excuse only a reasonable number of employees at one time. In the event of failure to make such request, the absence shall be considered non-excusable. The days allowed for absence because of personal reason of the employee shall be in addition to the days allowed for personal illness. No personal business days will be granted for the first two or last

two weeks of school (i.e. September and June) except in case of extreme emergency. Personal days are not intended as vacation days or as days for business that can be conducted outside of school working hours; nor as days to be taken consecutively before or after vacations, holidays or NJEA convention days without the written approval of the Superintendent. Such days allowed for personal reasons shall, if they have not been used during the year for which they were granted, be added to the accumulated sick leave of the employee for that year. In all situations referring to "emergency" in this paragraph, a valid reason for any such request shall be given by the employee on the answer phone service at the time of the request.

- b. In addition to the option to convert unused personal leave days to accumulated sick leave, all teachers, secretaries, crisis intervention aides within this bargaining unit, may elect instead to receive a cash payment of:

\$72.00 per unused personal leave day for teachers and:

\$42.00 per unused personal leave day for all others from the Board of Education for each unused personal day at the end of this school year in which the days were granted.

Upon death or retirement, payment shall be made no later than 60 calendar days after Board action and the actual date of death or retirement as the case may be.

- c. A new employee whose contract effective date is after September 30 shall be entitled to Personal Days on a prorated basis. The schedule for prorating is outlined under Appendix A of this Agreement.
- 2. a. The total number of possible days excusable days for personal reasons for full time para-professionals shall not exceed three (3) days in any one year.
The total number of possible days excusable for personal reasons, for part-time instructional and non-instructional aides, and hall monitors, shall not exceed two (2) days in any one year. Except in an emergency, seventy-two (72) hours or three (3) calendar days' notice in writing of intended absences must be given or sent to the Superintendent whose responsibility it shall be to excuse only a reasonable number of employees at one time. In the event of failure to make such request, the absence shall be considered non-excusable. The days allowed for absence because of personal reason of the employee shall be in addition to the days allowed for personal illness. No personal business days will be granted for the first two or last two weeks of school (i.e. September and June) except in case of extreme emergency. Personal days are not intended as vacation days or as days for business that can be conducted outside of school working hours; nor as days to be taken consecutively before or after vacations, holidays or NJEA convention days without the written approval of the Superintendent. Such days allowed for personal reasons shall, if they have not been used during the year for which they were granted, be added to the accumulated sick leave of the employee for that year. In all situations

referring to “emergency” in this paragraph, a valid reason for any such request shall be given by the employee on the answer phone service at the time of the request.

- b. Paraprofessional, part-time instructional and non-instructional aides, attendance officers, hall monitors and technology technicians who do not use the article day as provided in the contract shall be allowed to accumulate said article day as a sick day for future use. In the event said employee is not rehired by September 1 and has accumulated an article day, the employee shall be compensated \$65.00 and the article day shall be expunged.
- c. Certificated staff may utilize a total of two (2) half-day personal days in any given year. Said half days shall be within the total allotment of days.

Non-certificated staff may utilize a total of two (2) half-day personal days in any given year. Said half days shall be within the total allotment of days.

B. As of the beginning of each school year, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

- 1. At the discretion of the Superintendent, up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature in addition to the two (2) days herein provided for attending the N.J.E.A. Convention. All teachers shall submit a written report to the Superintendent within one (1) week of visiting another school or attending a meeting or conference. This paragraph only applies to teachers.
- 2. At the discretion of the Superintendent, up to two (2) days for two (2) representatives of the Association to attend conference and conventions of state and national affiliated-organizations.
- 3. Time necessary for appearances in any legal proceeding connected with the employee's employment with the school system, when requested by the Superintendent.
- 4. As to items B.1, 2 and 3 above, it is agreed that the employees shall make request for said leave at least two (2) school days prior to the commencement of same and that no day immediately preceding nor immediately succeeding a school holiday or recess shall be included in said leave.
- 5. Any employee shall be allowed the seven (7) calendar days of absence directly following and including the death of a member of his/her immediate family, civil union partner or domestic partner. "Immediate family" shall be understood to include the following: wife, husband, father, mother, child, sister, brother, grandmother, grandfather, grandchild, step persons. In the event the funeral for the deceased family member does not occur within the seven (7) calendar days immediately following the death of the family member, the employee may be entitled to utilize part of the seven

(7) calendar days of absence to include the day of the funeral at the discretion of the Superintendent, whose decision shall be final and binding and not grievable or arbitrable.

6. Any employee shall be allowed two (2) calendar days absence to include either the day immediately preceding the funeral and the day of the funeral or the day of the funeral and the day immediately following the same, in the case of death of an uncle, aunt, niece, nephew, sister-in-law, brother-in-law, or brother or sister of the employee's spouse, civil union partner, or domestic partner. Any employee shall be allowed up to three (3) consecutive calendar days' absence, one of which shall include the day of the funeral, in the case of the death of a father-in-law, mother-in-law, daughter-in-law, son-in-law, or the father, mother, daughter, or son of the employee's civil union or domestic partner.

The days allowed for absence because of death in the family should be in addition to the days allowed for other excusable reasons.

In all cases of excusable absence, an employee shall receive the regular compensation for such period of absence, not exceeding, however, the maximum determined by preceding sections hereof.

Leave under this section will be granted to employees in a civil union or domestic partnership. Only employees who have obtained a NJ Certificate of Domestic Partnership or have entered into a civil union shall be eligible for such benefits.

7. Time necessary (up to a total of fourteen (14) days) for persons called into temporary or active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid his/her regular pay in addition to any pay which he/she received from the state or federal government. The pay herein provided for shall only be given to the employee provided the said employee has requested the Armed Services to alter the time of the required duty so that it shall not conflict with school duties and the request was denied.
8. Days necessary to fulfill military requirements such as: physical examination, mental examinations and other induction procedures.
9. Absence for assigned Jury Duty shall be allowed only if the affected employee has requested in writing a delay in such duty to time when school is not in-session and such request has been denied. Documentation of such request shall be provided to the Superintendent. Any paraprofessional, part-time instructional or non-instructional aide who is excused from jury duty service on the previous day shall report to work on the following day. (Shall apply to teachers, secretaries, paraprofessionals, part-time instructional and non-instructional aides)

C. Paraprofessional Professional Development

Provided that they are scheduled to attend, paraprofessionals shall be eligible for one day's pay for each professional improvement day. The employee may be sent during the regular school day or Saturday, or during the summer. Employees will submit a written statement about the content of the workshop, etc. within one (1) week of attendance to the Superintendent.

ARTICLE XXII

SABBATICAL LEAVE

For the duration of this contract the parties agree to waive implementation of this article. Said waiver shall expire upon the expiration date of this agreement.

A. A sabbatical leave of one full year shall be granted to a teacher by the Board for study, including study in another area of specialization subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of three (3) teachers in the entire school system.
2. Request for sabbatical leave must be received by the Superintendent, in writing, in such form as may be requested by the Superintendent, no later than January 1st of the school year preceding the school year for which the sabbatical leave is requested.
3. The teacher has completed at least seven (7) full school years of service in the Linden School District. For the purpose of this clause only, a full year of service is defined as a teacher performing his/her teaching functions one hundred (100) or more school days during a school year.
4. A teacher on sabbatical leave for a full school year shall be paid by the Board at sixty percent (60%) of the rate which he/she would have received if he/she had remained on active duty.
5. Upon return from the sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.
6. It shall be understood that at the end of this sabbatical leave the teacher must return for not less than one full year to his/her teaching duties in the Linden School District, and that a transcript of educational courses shall be submitted to the Superintendent. It is agreed that if there is any violation of this requirement, the Board has the right to institute appropriate legal action against said teacher, to recover all monies and benefits paid to or on behalf of said teacher.
7. The leave must be of value to the school system.

8. A teacher to be eligible for consideration for a sabbatical leave must have worked the entire preceding school year.

B. Definitions Governing Sabbatical Leaves

For the purpose of this Article XXII, “study” shall be defined as follows:

The teacher must be enrolled in an educational institution taking courses of study in furtherance of his/her professional education as an educator and satisfying the requirements of the institution he/she is attending as a full time student.

ARTICLE XXIII

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years shall be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full time participant in any of such programs, or accepts a Fulbright Scholarship. In addition, the Board at its discretion, may award a leave of absence without pay of up to two (2) years to any tenure teacher who is awarded a fellowship by governmental agency or an accredited college or university and is full time participant in any such program. (Shall apply to teachers only)

B. Military Leaves

Military Leaves without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

C. Anticipated Disability Leave

1. Any employee who anticipates undergoing a long term disability arising out of, but not limited to, surgery, hospital confinement, medical treatment, or pregnancy, shall be entitled to a leave of absence based upon such anticipated long term disability, in which instance such leave of absence shall be chargeable to the accumulated sick leave account, if any, of said employee. If the accumulated sick leave account is or has been exhausted, the leave of absence shall be without pay, unless application to and approval by the Board has been granted in accordance with Article XX, Section B. All policies, practices, rules, and regulations applicable to employees granted leave under Article XX of this Agreement, entitled Sick Leave, shall govern such leave of absence.
2. a. All employees covered by this Agreement anticipating such long term disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition which may result in disability is known, and shall submit a

certificate from his/her physician verifying the condition expected to result in the long term disability and the physician's prognosis as to the anticipated duration of such disability.

- b. If requesting an unpaid leave of absence under this Article, a written request must be submitted specifying the date on which he/she expects to commence said leave and the date on which he/she expects to return to employment following recovery from said disability.

D. Child Rearing Leave

1. The Board of Education shall grant to any employee an unpaid leave of absence to provide necessary care for his/her natural infant child from the date of said child's birth or the expiration of parent's paid leave of absence for disability resulting from said birth. Only one parent per family shall be eligible for such leave of absence. Should a child rearing leave be requested, it must continue from the date of request until either January 1 of the school year during which the leave was taken, the commencement of the next school year following termination of said leave or the commencement of the next succeeding school year thereafter. The request for such leave shall set forth the requested date of return. An application for child rearing leave must be made no later than sixty (60) days prior to the anticipated birth of a child. Such application shall be made through the Superintendent's Office. Such application shall include the requested commencement and termination dates for such leave. The Board shall consider the request of the employee concerning the date of return, but the Board shall have the final determination as to the date of return.
2. Any non-tenured employee requesting a child rearing leave shall be granted the same; however, such leave may not be extended beyond the end of the school year in which the leave is obtained.
3. An employee returning to the system may be assigned by the Superintendent to any position within the certification of such employee as dictated by the needs of the system.
4. Any employee adopting an infant child of three years of age or less, shall be entitled to the same privileges under this Article as are offered to an employee who has had a child naturally. The leave of the adopting employee shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the legal requirements for the adoption, providing that such employee has previously advised the Board, in writing, of the fact that an application of adoption has been made. Such notification shall be made within thirty (30) days of the filing of the application. The Board will use reasonable efforts to keep such notices to it confidential.
5. Any requests for extensions or reductions shall be subject to modification based on substantial interference with the administration of the school, or the education of the

children, and provided such change by the Board is not medically contraindicated; any such extensions shall be subject to N.J.S.A. 18A:30-1 et seq.

Where an unpaid disability leave or child rearing leave is anticipated during the first month of a school year, such leave must commence at the start of the school year. Such leaves may not be terminated during the last month of the school year.

- E. All benefits to which a tenured employee or non-tenured employee was entitled at the time of the leave of absence, pursuant to Sections A, B, and C hereof, accumulated sick leave and credits toward sabbatical eligibility, shall be restored to the employee upon return from the leave of absence granted pursuant to this Article, with the exception that earned increments will not be included.
- F. All extensions or renewals of leaves shall be applied for in writing and if granted, shall also be in writing.

ARTICLE XXIV

SALARIES

- A. If the District's computer system for payroll has the capacity to provide for the direct deposit of employees' entire payroll check to any participating bank and there is no cost to the Board, other than initial set up cost, then the Board will arrange to make such deposits, as authorized by the individual employees. Individual selection of the bank must be made by the employees by September 30 of each year.
 - 1. Staff employed on a ten (10) month basis shall be paid either:
 - i. in twenty (20) equal semi-monthly installments, or
 - ii. according to the summer payment plan which shall include the following:
 - a) A written notification shall be made by the employee each year indicating his/her desire to participate in a summer payment plan and received by the Board Secretary/Business Administrator no later than August 1 prior to the school year in which the deductions shall occur.
 - b) Said written notification shall be in effect for the entire academic year for which it was intended and may not be withdrawn, once filed with the Board.
 - c) The amount equal to 10% of each semi-monthly gross salary installment shall be deducted and withheld from the payment of the salary made to the participating employee.

- d) The accumulated deductions shall be paid to the employee in two (2) equal payments on July 15 and August 15 after the school year in which the deductions are made.
 - e) Upon death or termination of the employee, the accumulated deductions shall be paid within thirty (30) days of the event.
 - f) Upon resignation the employee shall be paid in accordance with section (d) above.
- iii. This does not preclude duties assigned after the school day that were in effect in the High School or Middle Schools during the 2003/2004 school year. In the case of the elementary schools, any teacher assigned bus duty beyond the normal workday shall be compensated at a rate of \$30.00 per hour.
- b. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
- 2. All employees may individually elect to have deductions made from their monthly salary. Same may be withdrawn at the employee's discretion.
 - 3. When a pay day falls on or during a school holiday, vacation or weekend, all employees shall receive their pay checks on the last previous working day.
 - 4. All employees shall receive their final checks on the last working day in June.

Salary Guides: 10-month and 12-month Teachers are annexed as Exhibit A.

A teacher shall be entitled to increments as described above only if he/she shall have been in employment with the Linden Board of Education on or prior to February 1st of the preceding school year.

The increments according to the above guides shall be awarded only to those teachers whose professional competency has been judged sufficiently satisfactory to justify each salary increment. This shall be considered in addition to and not in limitation of New Jersey Statute 18A:29-14 which shall be a part hereof.

- 5. All employees are to be on the salary guide except if increment and/or raise has been withheld.
- 6. Definition, Prior Military Service:
 - a. Each year of active duty service in the Armed Forces of the United States by a teacher, prior to employment by the Linden Board of Education, will be considered as one (1) year of prior military service. Partial service of one-half (1/2) of a year or more will be rounded off to the next whole year to determine credit, except in

those cases where the total active duty service did not exceed six (6) months, in which case one-half (1/2) year credit will be given. To qualify hereunder, the teacher must have received an honorable discharge.

7. Longevity (Teachers)

Longevity is eliminated for anyone hired after April 28, 2022. For anyone hired before April 29, 2022: .

Each teacher, after twenty (20) years of teaching in Linden (including up to eight (8) years of prior service, and up to four (4) years of military service as recognized by the Board), shall receive an additional \$550.00 which may exceed the established maximum.

Each teacher, after twenty-five (25) years of teaching in Linden (including up to eight (8) years of prior service, and up to four (4) years of prior military service as recognized by the Board), shall receive an additional \$500.00 which may exceed the established maximum.

Each teacher, after thirty (30) years of teaching in Linden (including up to eight (8) years of prior service, and up to four (4) years of military service as recognized by the Board), shall receive an additional \$500.00 which may exceed the established maximum.

Each teacher, after thirty-five (35) years of teaching in Linden (including up to eight (8) years of prior service, and up to four (4) years of prior military service as recognized by the Board), shall receive an additional \$500.00 which may exceed the established maximum.

8. Longevity (Secretaries/Crisis Intervention Aides/Attendance Officers/Technology Technicians)

Longevity is eliminated for anyone hired after April 28, 2022. For anyone hired before April 29, 2022: .

- a. \$550.00 longevity payment beyond maximum for personnel with twenty (20) years of service.
- b. \$1050.00 longevity payment beyond maximum for personnel with twenty-five (25) years of service.
- c. \$1550.00 longevity payment beyond maximum for personnel with thirty (30) years of service.
- d. \$2050.00 longevity payment beyond maximum for personnel with thirty-five (35) years of service.

9. Longevity (Paraprofessionals/Hall Monitors) Full-time paraprofessional with eleven (11) consecutive years of service as a full-time paraprofessional in Linden shall receive a longevity stipend of \$250.00.

Longevity is eliminated for anyone hired after April 28, 2022. For anyone hired before April 29, 2022: .

10. Individual home and supplemental instruction of students shall be paid at the rate of \$33.00 per hour.
11. Sponsors of after school activities shall be paid at the rate of \$30.00 per hour.
12. Teachers of classes held after the regular school day shall be paid at the rate of \$33.00 per hour.
13. During the summer months, any teacher who teaches summer school or has an assignment, which necessitates student contact, shall be paid their per diem rate prorated to the length of the assignment.
14. The stipend for administrative aide shall be a differential: of 1.10 of their salary guide maximum.
15. Employees who travel between building by designation of the Superintendent and those who travel by designation of the Superintendent out of district shall be paid at the rate set by the New Jersey Department of Treasury/Office of Management and Budget. If mileage becomes negotiable the rate shall be that as set by the IRS. Employee travel out of district by designation of the Superintendent shall be done on an as needed basis.
16. For purposes of placement on the Salary Guide, course work for thirty (30) credits beyond the Masters Degree must be attained in not more than a seven (7) year period from start to conclusion. Any employee with a Juris Doctorate or a 60 credit masters degree (no retroactive movement) shall be placed on the Masters +30 salary guide.
17. The Association shall be permitted four (4) tax shelter plans of the Association's choice with others to be selected by the Board of Education.
18. a. Those teachers presenting in-service training or professional development workshops during the workday or at an after-school staff meeting in which their attendance is required, shall be paid \$33.00 per hour. Note: one hour of preparation shall be allotted for each one hour of delivery.

b. Those teachers presenting in-service training or professional development workshops after school shall be paid \$33.00 for each hour of delivery and \$33.00 per hour for each hour of preparation. Note: one hour of preparation shall be allotted for each one hour of delivery.

19. Teaching staff members with doctorate degrees shall receive an additional \$1,000 payment annually.
20. Teaching staff members participating in the National Board Certification program shall receive an additional \$1,250 per year provided that the individual maintains their certification.
21. Teachers who achieve a National Board Certification will be reimbursed in an amount not to exceed \$1,900 in total, for registration costs of any classes/programs necessary to obtain the certification.

B. NJROTC Instructor(s)

- 1, The Board and the Association agree the minimum salaries for designated employees are nonnegotiable and shall be determined by NJROTC statutes and regulations. The base salary of all NJROTC instructors shall be determined by the current year's US Department of Defense Minimum Instructor Pay (MIP) and not the Linden Education Association Collective Negotiation Agreement.
2. In the event that the NJROTC instructor's salary is higher than any step on the salary guide, base salary shall be designated as off guide and comply with statute 210209. and Department of Defense Financial Management Regulations in each school year.
3. It is agreed that NJROTC employees salaries are to be included in the calculation of base salaries when creating a scattergram for negotiations.
4. It is agreed that other terms and conditions of employment contained in the agreement which do not conflict with NJROTC statutes and regulations remain in effect for NJROTC members

C. The salaries for all secretaries covered by this Agreement are annexed as Exhibit B.

1. Prior Business Experience - Secretaries shall be given proper credit on the respective Salary Guide for prior business experience up to a maximum of four (4) years.

D. The salaries for all athletic/coaching positions covered by this Agreement are annexed as Exhibits G.

E. Extracurricular stipends are amended to this Agreement as Exhibit H.

F. ATTENDANCE OFFICER SALARY

The salaries for attendance officers covered by this Agreement are annexed as Exhibit E.

G. TECHNOLOGY TECHNICIAN SALARY AND BENEFITS

1. Technology technician(s) are 12-month employees with same benefits as 12-month secretaries.

2. The work week is 40 hours per week, as determined by the Superintendent. The schedule can be changed on 2 weeks' notice.
3. Salary schedule is annexed as Exhibit D.
4. All technology technicians shall be eligible to use their vacation days as family illness days.

H. TWELVE (12) MONTH CERTIFICATED STAFF SALARY AND BENEFITS

1. Included in this category are social workers, LDTC's, psychologists and any other certificated personnel expressly contracted on a twelve-month basis.
2. The work day for all 12-month certificated staff shall be 8 hours, inclusive of a 1 hour lunch. The start of the workday shall be determined for each individual by the Superintendent, but in no event shall it be earlier than the start of the school day.
3. During the summer months, the secretarial work day shall be Monday through Thursday for 8.5 hours inclusive of a half-hour lunch. These hours will commence and end on a date designated by the Superintendent.
3. A. Vacations - 22 vacation days may be used throughout the calendar year at the time authorized by the Superintendent. Vacation days shall accrue on July 1st. However, if a twelve-month employee resigns or retires prior to the following June 30th, then the vacation days accrued for that year shall be prorated (on a monthly basis). If the employee used vacation days in excess of the prorated number, he/she shall reimburse the Board for the over usage.
- B. All twelve month certificated teachers shall be eligible to use their vacation days as family illness days.

I. Full-Time Paraprofessionals salary guides are annexed as Exhibit C.

1. Hall monitors shall receive an additional payment of \$200.00 annually.
2. Full-time paraprofessionals and hall monitors will receive two paid holidays in the Board's discretion.

J. Part Time Instructional and non-instructional aides salary guides are annexed as Exhibit F.

1. Any part-time instructional and non-instructional aide who possesses a proper substitute certificate may be permitted to substitute in the event the regular teacher is absent

for up to twenty (20) work days as permitted by law. Said part-time instructional and non-instructional aide shall be paid his/her hourly rate plus \$35.00.

K. Crisis Intervention Aides salary guides are annexed as Exhibit E.

1. The hourly rate for crisis intervention aides for any activity outside the work day is \$30.00 per hour.

L. Any employee required to use his/her personal car when directed by the principal will be reimbursed at the rate set by the New Jersey Department of Treasury/Office of Management and Budget. If mileage becomes negotiable the rate shall be that as set by the IRS.

ARTICLE XXV

SUPERVISION OF STUDENT TEACHERS

A. MUTUAL RESPONSIBILITY

The Board and the Association accept the joint responsibility to prepare teachers and to assist and provide student teachers with direct field experiences in the Linden School District that are relevant to the teaching act.

B. PROCEDURES

The following procedures shall govern the supervision of student teachers:

1. A teacher shall normally receive a request to take a student teacher at least four (4) weeks prior to the student's introduction to the classroom.
2. During the period of time that a cooperating teacher is supervising a student teacher, the cooperating teacher shall nevertheless be responsible for all of his/her normal and/or scheduled duties and responsibilities. However, no new or additional duties or responsibilities shall be assigned to the cooperating teacher during this period except in cases of emergencies.
3. All other Board adopted procedures governing the supervision of student teachers will be disseminated to teaching staff members assigned student teachers.

ARTICLE XXVI

INSURANCE PROTECTION

A. The Board shall provide, at its expense for all employees who are employed under this contract health benefits including Major Medical insurance provided by an insurance policy

which is equal to or better than in all aspects the health benefits provided under the New Jersey School Employees Health Benefits Program in effect as of July 1, 2009.

- B. Effective September 1, 2018, all new hires shall be enrolled in the OMNIA State Defector Plan the four (4) years of employment. All Association members who utilize the Direct 10 plan shall be moved to the Direct 15 plan.
- C. Employees shall be able to buy up to a more expensive health insurance plan at their own cost.
- D. Any employee, excluding employees whose spouse is also employed by the Linden Board of Education, may waive coverage under the Insurance Protection provided by the Linden Board of Education. A qualified employee may elect to waive coverage and receive payment limited to 25% of the amount saved by the Board or \$5,000, whichever is less (the amount saved shall equal the total cost of the premium less the employee's contribution for such coverage). Upon meeting the following conditions:
 - i. the Employee must provide proof of insurance coverage under an alternate medical plan;
 - ii. the waiver form must be submitted to the Business Office in accordance with the procedure agreed to by the parties;
 - iii. each waiver will be effective for one year and must be renewed each year if a continued waiver is desired;
 - iv. the waiver payment shall be paid by the Board in June of the school year in which health benefits were waived, so long as the employee is still employed (prorated from the date of waiver);
 - v. employees may re-enroll in the plan during open enrollment period or as the result of some other qualifying event,*
 - vi. employees who waive District coverage and subsequently wish to re-enroll must submit a completed application to the Business Office (the waiver payment shall be prorated to date of re-enrollment).

(*Examples of qualifying event: Exhaustion of COBRA coverage, termination of employment or coverage eligibility under spouse's health plan; loss of coverage eligibility in spouse's health plan due to a reduction in the spouse's work hours, divorce or legal separation, death of the employee's spouse; termination of the spouse's plan coverage.)

- E. Effective July 1, 2022, employees who choose the Direct 15, Direct 10 or OMNIA plan shall contribute to their health insurance in accordance with P.L. 2011, c. 78
- F. In accordance with P.L. 2020, c. 44 employees hired after January 1, 2021 shall participate in the New Jersey Educators Health Plan (EHP) or the Garden State Health Plan (GSP). Employees enrolling in either the EHP or GSP shall contribute accordingly.

- G. All Employees hired prior to January 1, 2021 may choose any plan offered by the Linden Board of Education, at the corresponding contribution amount according to P.L. 2011, c. 78 contribution deductions for Direct Access 15/Direct Access 15 Rx plan, or P.L. 2020. c. 44 contribution deductions for New Jersey Educators Health Plan (EHP) or Garden State Health Plan (GSP).
- H. Employees hired prior to January 1, 2021 may continue to participate in the Direct Access 15 Medical/Prescription plan and contribute according to P.L. 2011, Ch. 78 guidelines, or they may enroll in the EHP/Direct Access 15 Rx Plan (Hybrid Plan). Deductions for the Hybrid plan will be as follows:
 - i. Contributions for the EHP medical portion of the plan will be calculated according to the guidelines of P.L. 2020, c. 44 and for the Direct Access 15 prescription portion contributions will be calculated according to P.L. 2011, c. 78 and the two amounts will be calculated into one deduction. This plan will be referred to as the EHP/Direct Access 15 Rx Hybrid Plan. Employees may “buy up” from the EHP plan.
- I. All current health/prescription contributions will remain frozen until July 1, 2022.
 - b. Dental insurance provided by an insurance policy which is equal to or greater than in all aspects the policy Horizon Blue Cross Blue Shield of New Jersey 96702-00.
 - c. The maximum dental benefit for covered individuals shall be increased to \$1,500 per year.
 - d. The full time paraprofessional employee has the option to purchase any part of the dental coverage offered by the district at employee's own expense. The parties further agree, that, effective July 1, 2002, the Board of Education will provide employee-only Dental Insurance to all full-time paraprofessionals.
 - e. Prescription drug insurance by an insurance policy issued which is equal to or greater than in all aspects the policy Benecard Group 4101.
 - f. Insurance coverage referred to in sections 1, 2, 3 includes family coverage plan where applicable.
- 2. For paraprofessionals hired February 1, 1996 or after, the health coverage shall be equal to or greater than in all aspects the policy issued by Connecticut General Life Insurance Company, (C.G.) CIGNA DPP Plan, employee only coverage. After three (3) years of continuous employment, the employee may switch to the health coverage in subparagraph A (1) above. Employees may purchase, prior to completing three (3) years of service dependent or family coverage, at their own cost and expense, to be pre-paid to the Board. If any required payments are not made by the paraprofessional, the Board may terminate all coverage except to the employee.

- B. All employees who shall be under contract dated after the beginning of their particular work year shall receive the above insurance protection under paragraph A after ninety (90) days of employment.
- C. It is agreed that the Board is not self-insured to any extent the only coverage will be provided by the carrier.
- D. The Board shall allow an employee who so requests it who has exhausted his/her sick leave or has taken an unpaid extended leave of absence to continue all fringe benefits as set forth in this article, including family coverage as a member of the group, provided that the employee remits full cost of the premium to the Board for forwarding to the appropriate carrier for the maximum period allowed by the appropriate agency. This right may be extended. This provision shall only be applicable given such an option is permissible under the master policy of the provided benefit.
- E. Any part-time instructional and non-instructional aide will have the right to purchase all or any portion of insurance coverage provided to full time paraprofessionals at the current group rate and at the employee's own expense.

ARTICLE XXVII

DEDUCTION FROM SALARY

- A. ASSOCIATION PAYROLL DUES DEDUCTION
 - 1. The Board agrees to deduct from the salaries of its employees, dues for the Linden Education Association, the Union County Education Association, the New Jersey Education Association and the National Education Association, as said teachers individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
 - 2. The Association represents that each of the associations named above will certify to the Board, in writing, the current rate of membership dues and that any Association, which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- B. The filing of notice of an employee's withdrawal shall be prior to June 1st and become effective to halt deduction as of September 1st next, succeeding the date on which notice of withdrawal is filed.

C. REPRESENTATION FEE

1. The Association shall, on or before October 1st, deliver to the Board a written statement containing the following:
 - a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
 - b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
 - c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
 - d. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
2. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with paragraph 3 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
3. Payroll Deduction Schedule

The Board will deduct the representation fee equally, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:

- a. In November, or
 - b. Thirty (30) days after the employee begins his/her employment in a bargain-bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deductions of regular membership to the Association.
4. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all employees.

5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

D. PROVISIONS FOR NEW HIRES

1. The Board shall notify all new employees of the existence of the Linden Education Association by providing each such employee with a copy of the collective bargaining agreement.

ARTICLE XXVIII

INSTRUCTIONAL COUNCIL

- A. There shall be continued in the school district an Instructional Council of five (5) faculty members selected from the members of the faculty councils by the President of the Association and such administrators, if any, designated by the Superintendent, not to exceed five (5).
- B. The Superintendent and the President of the LEA are ex-officio members of the Instructional Council.
- C. The Chairperson of the Instructional Council shall be selected yearly from among the members of the Instructional Council. A secretary shall also be selected from among the membership.
- D. The Instructional Council shall meet on a regularly scheduled basis and at such other times as is mutually deemed necessary, provided that any such meetings called, whether regularly scheduled or otherwise, shall not be scheduled during a regular school day. The Instructional Council may establish such committees and sub-committees as are deemed necessary by mutual-agreement.
- E. The Instructional Council shall meet for the purpose of conferring upon and pursuing toward recommending matters pertinent to the instructional program of the school system.
- F. Items of agenda for consideration of membership may be initiated by the Instructional Council and/or the Superintendent.
- G. Recommendations of the Instructional Council may be submitted to the Superintendent, and, at the Superintendent's discretion, may be conveyed to the Board of Education. The final determination regarding any recommendation shall be solely within the discretion of the Superintendent of Schools.

ARTICLE XXIX

TEACHER RESPONSIBILITY

- A. It is agreed between the parties that the teachers shall act under the supervision of their superiors and shall be responsible for:
1. A demonstrable ability to handle their professional duties;
 2. The maintenance of such records and reports as they may be required to keep under the provisions of State Law or as required by the superiors;
 3.
 - a. Attendance at staff meetings called by the Superintendent, his/her designees or an administrator, provided, however, that if a teacher is excused by the person calling the meeting, then the teacher shall not be obligated to attend such meeting. Staff meetings, workshops, and the like shall be called by the Superintendent, his/her designees or an administrator only on Mondays, except when the needs of the system dictates otherwise. In such an event, advance written approval of the Superintendent, or in his/her absence, the Assistant Superintendent, is required, and forty-eight hours (48) advance notice is to be given to the teachers affected, except in cases of emergency. In no event shall there be more than five (5) such meetings in any one month. This meeting policy shall not apply to the first and last week of the school year for meetings called and conducted by building principals only. The last Monday of each calendar month with five (5) Mondays shall be reserved for a duty free preparation period;
 - b. Meetings shall commence no later than fifteen (15) minutes after student dismissal, or at the conclusion of the work day of employees in buildings with no students, and shall run no more than sixty (60) minutes. Advance notice and agenda to the extent possible shall be given. Meetings called by the Supervisors/Directors that involve personnel from more than one school may start later, but no teacher shall be required to stay longer than such time as if the meeting had actually started fifteen (15) minutes after the dismissal of their students. In buildings where the end of the work days for employees are staggered, no employee shall be dismissed from a meeting more than sixty (60) minutes after the conclusion of his/her work day.
 - c. Four times per year a faculty meeting can be extended to ninety (90) minutes when said meeting is called by a supervisor. These four ninety minute meetings shall only be scheduled on Mondays and require five working days' notice. Procedures for these meetings shall follow the same guidelines as outline in Article XXIX A.3.b.
 - d. Monday meetings can be held on Tuesdays following a holiday; however, notification of said meetings must have five working days advance notice.
 4. Recommending to the Special Education Department such pupils as, in the opinion of the teachers, require assistance from Pupil Personnel Department;

5. Maintaining such supervision as they may reasonably be called upon to carry out by their superiors.
- B. Nothing herein shall be construed to deny or restrict to the parties hereto such rights as they may have under New Jersey School Law or any other applicable laws and regulations, and the responsibilities designated for the teachers in this Article shall be deemed to be in addition to those provided elsewhere herein and by any applicable laws and regulations.

ARTICLE XXX

TUITION REIMBURSEMENT FOR PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

All tuition reimbursement is subject to the following regulations:

1. No employee shall be eligible for tuition reimbursement unless he/she shall have completed three years of continuous employment in the Linden school system dating from the employees first date of work. Part time instructional and non instructional aides shall be eligible for a maximum of three (3) credits.
2. Annual tuition reimbursement allotment shall be divided into three (3) equal shares as follows:
 1. Spring Semester - \$30,000.00
 2. Summer Semester - \$30,000.00
 3. Fall Semester - \$30,000.00
- (a) In order to receive credit and reimbursement for an online course, the employee must provide proof of the following:
 1. The course is offered by a duly authorized institution of higher education as defined by law;
 2. The course is offered to students attending a “live” class at the same duly authorized institution of higher education offering the online course, subject to sufficient student enrollment;
 3. The duly authorized institution of higher education must offer a graduate degree in the subject area of the proposed online course and must accept the proposed online course credits in meeting the requirements for obtaining that degree;
 4. The duly authorized institution of higher education must conduct an accredited “in attendance” or “live” degree program, rather than offer exclusively online courses; and
 5. The employee must be enrolled at the duly authorized institution of higher education that issues the credits.

3. All courses, workshops and seminars taken under this Article must have the approval of the Superintendent of Schools. The Superintendent's decision shall be final and not subject to grievance, arbitration, or litigation, regarding approval of courses for reimbursement. Reimbursement for any approved workshops and/or seminars shall not exceed state college tuition rate per credit hour. No employee will be reimbursed more than the cost of the workshop or seminar, and in no case more than a maximum of three (3) credit hours.
4. The funds provided herein shall be made available to employees employed by the Linden Board of Education who shall apply for said funds and these funds shall be distributed on a first come, first serve basis. It shall be the responsibility of the Superintendent of Schools to maintain records as to the date and time of each application. Any dispute arising hereunder shall be determined by the Superintendent of Schools.
5. Upon the presentation of an official transcript and request for reimbursement by the employee, the Board shall reimburse said employee by April 1 or October 1 (whichever date falls closest after the request for reimbursement), provided at least thirty (30) days prior to the above dates, such application is made.
6.
 - a. Applications for tuition reimbursement for employees shall be made only for courses from an approved college or university graduate program or a technical center approved by the State Board of Education/Higher Education.
 - b. To be eligible for reimbursement under the terms of this article, applications must be submitted according to the following timetable:

For the fall semester:	No later than September 30th;
For the winter & spring semesters	No later than February 15th;
For the summer semester/session	No later than July 15th,

immediately preceding the semester for which the application is made.
 - c. The Superintendent or designee shall indicate approval or rejection of the application for reimbursement within ten (10) working days of the receipt of said application.
7. Reimbursement for tuition costs will be based on the employee receiving a grade of B or higher for each course. For courses not graded by a letter grade, the teacher must present evidence of successful completion.
8. The maximum number of credits for which reimbursement will be made shall be six (6) credits in any semester, but in any event not more than twelve (12) credits in any contract year (July 1 - June 30). Summer school credits shall be exempt from the semester maximum.

9. If the total cost of tuition reimbursement for any semester is equal to or less than the total amount of funds available, the maximum tuition reimbursement for each credit shall be at the state college tuition rate per credit per employee. Employees shall receive full reimbursement of tuition when such tuition is not calculated on a per credit basis. Said tuition rate shall be fixed annually at the Kean University spring semester rate which shall be in effect for the spring, summer, and fall semesters/sessions immediately following.
10. If the total cost of tuition reimbursement for any semester exceeds the amount allotted for that semester, then employees shall receive an amount in accordance with the rate in paragraph two above. However, that amount shall be prorated according to the following formula: the total amount of funds available divided by the total amount of funds approved.
11. If the total amount of funds used in the Spring or Summer semesters is less than the totals listed in 2a and 2b, the excess funds will be carried over into the next semester.
12. If the total amount of funds used in the Fall semester is less than the totals listed in 2a and 2b, the excess funds will be returned to the Board of Education.
13. The aforementioned payment by the Board shall not apply to any courses of instruction which are taken by the employee during sabbatical leave.
14. In order to be eligible for reimbursement, employees shall be enrolled in a program related to their current or future job; and must remain employed by the district for at least 3 years after the program is complete.
15. The Board shall provide at least 12 hours of professional development qualifying for State Board of Education requirements each year within the work year and work day.
16. Members serving on the district professional development committee shall be paid as listed for all hours approved by the Superintendent at the rate of \$33.00 per hour.
17. Those teachers acting as mentors for individuals obtaining certification via the alternative route shall receive \$1000.00. If the state funds less than \$1000.00 per mentor, than this amount will be capped at the state amount. The board of education does not provide any funding for mentors.
18. Those teachers acting as mentors for individuals obtaining certification via the provisional route shall receive \$550.00. If the state funds less than \$550.00 per mentor, than this amount will be capped at the state amount. The board of education does not provide any funding for mentors.

ARTICLE XXXI

EXTRA-CURRICULAR ACTIVITIES/CLUBS

- A. The Board shall provide hours for extracurricular activity/club stipends as set forth in the table below. Stipend payment is at the rate of \$30.00 per hour.”

<u>Linden High School</u>	<u>MMS & SMS</u>	<u>All Elem.</u>
Yr. 1 1,500 hours	Yr. 1 750 hours ea.	100
Yr. 2. 1,750 hours	Yr. 2 1,000 hours ea	100
Yr. 3. 2,000 hours	Yr. 3. 1,250 hours ea.	100

Building principals shall also be responsible for implementing and overseeing systems to monitor and verify activity/club hours.

- B. Any employee whose extracurricular activity/club is not on the approved extracurricular activity/club list, as published each fall in the board agenda, may apply for approval to said list by submitting an application to the building principal. Club applications will be accepted throughout the school year and advisors may serve without compensation.
- C. Assignment of paid activity/club stipends must await availability of paid club hours. This procedure also applies to clubs on the board-approved list whose advisors wish to apply for additional hours of compensation.
- D. The building principals shall decide the merits of the extracurricular activity/club application for stipend approval. The building principal’s decision shall be final and not subject to grievance, arbitration, or litigation, regarding approval of any additional extracurricular activity/club to the approved stipend list.
- E. If the building principal decides that an extracurricular activity/club should be removed from the approved extracurricular activity/club stipend list, or the approved hours are to be reduced in the following school year, the building principal shall inform the club advisor of this intent, in writing, no later than May 31st of the school year prior to the extracurricular activity/club being removed/reduced from the approved extracurricular activity/club stipend list. If a principal wants to change a club advisor for reasons other than cause, then the current club advisor must be notified by May 31st so that the new appointment will take effect in the subsequent school year.
- F. The Board of Education shall make payment two times per year: up to 50% of stipend to be paid in December, and the remaining 50% or amount due, to be paid in June. Time sheets will be required.
- G. Individual club advisors shall not be assigned more than 100 hours of compensation.

ARTICLE XXXII

SECRETARIAL PERSONNEL

- A. In the event of a reduction of force, non-tenured personnel shall be laid off before any tenured personnel may be laid off.
- B. Tenured secretaries shall have seniority on a District-wide basis. Seniority shall be computed based on the number of years of employment in the District. The accrual of seniority shall be governed by State regulations. Should a break in service occur, seniority shall be lost. For the purposes of this section, break in service is defined as resignation or termination for cause. Whenever a laid off secretary is recalled, he/she shall have all benefits, including but not limited to, unused sick leave, accrued seniority, and unused vacation restored.
- C. Any secretary who works more than forty (40) hours a week shall be paid at the rate of time and one-half for each hour or fraction thereof over forty (40) hours. Any ten (10) month secretary who works more than thirty-five hours and fifteen minutes (35h, 15m) a week shall be paid at the rate of straight time for each hour or fraction thereof up to forty (40) hours. In the event an emergency is declared, a secretary who is requested to work a holiday, Saturday, or Sunday, shall be paid time and one-half. Holiday is defined for the purposes of this section as a holiday on the adopted calendar. Recess time or vacation time shall not be considered a holiday for purposes of this Article, except the holiday itself. The Board agrees that should any secretary be required to work over forty (40) hours per week, said work shall be done only on direction from the immediate supervisor with the express approval of the Superintendent or his designee.
- D. No secretary shall be required to work without air conditioning or proper ventilation during July and/or August. A secretary may be temporarily reassigned to another location that has air conditioning or proper ventilation in the event conditions do not allow for efficient work to be performed.
- E. If new equipment and/or computer software is brought into an office, in-service training during normal work hours will be offered to those employees expected to use that equipment. One day out of the year, secretaries shall be offered a day of professional development. The LEA shall be able to provide recommendations on the contents of the day, the Superintendent or their designee shall make the final decision.
- F.
 - 1. Twelve (12) month secretaries may use ten (10) vacation days other than during the summer months, with the prior written approval of their immediate Supervisor and of the Superintendent.
 - 2. For twelve (12) month secretaries other than those in Superintendent's Office and the Business Administrator/Board Secretary's Office who are employed in a school or department where there are two (2) or more twelve (12) month secretaries, in lieu of the present option of splitting said recess weeks, taking one-half of the working days in each, such secretary may take either the scheduled winter recess or spring recess and

forego any time off during the other recess with the prior written approval of their immediate Supervisor and of the Superintendent.

3. The present option of splitting the recess weeks is continued, except as specifically set forth above. In exercising any of the above options, there cannot be a situation which results in there being no coverage by a secretary in a school or department.

G. Vacations

1. All twelve (12) month secretarial staff hired prior to January 1, 1990 shall receive twenty (20) vacation days per year. After 25 or more years of service, all 12-month secretarial staff shall receive 21 vacation days per year.

- 2.a. Any twelve (12) month secretary hired after January 1, 1990 shall receive the following vacation days:

0 months to- 1 year of employment	1 day per 2 months
Upon Completion of 1st year of employment	11 days
Upon Completion of 5th year of employment	16 days
Upon Completion of 12th + years of employment	21 days
Upon Completion of 18th + years of employment	22 days

- 2.b. For purposes of interpretation, if a secretary moves to a 12-month position, prior years of service in the district shall count as service in applying the vacation schedule.

- 2.c. All newly hired 12-month secretaries shall accumulate vacation at the rate of 1 day for every 2 months of employment during their first incomplete year of employment when first employed by the Board. Such employees shall be eligible to use accumulated vacation during their first incomplete year of service as it accumulates. All such time must be used, except that all 12-month secretaries shall be eligible to carry over into the next school year five (5) vacation days with the advanced written approval of the Superintendent and according to the needs of the District. In order to receive credit for 1 full year toward vacation allotment, a 12-month secretary must be hired prior to January 1st. All vacation entitlements shall vest of July 1st of each year thereby qualifying the 12-month secretary to the full vacation allotment set forth in G(2)a above as of July 1st.

- 2.d. All 12 month secretaries shall be eligible to use their vacation days as family illness days.

3. All secretarial staff shall be placed on the twelve (12) month guide. Progression on steps in the guide will be one year at a time from the present step on guide.

- 4.

5. Secretaries shall not be required to work on the days immediately after Easter and Christmas providing Easter Monday is within the spring break.
6. The 12-month secretary's work day shall be defined as eight (8) hours per day inclusive of a one (1) hour lunch.
7. During the summer months, the work day shall be Monday through Thursday for 8.5 hours inclusive of a one half (1/2) hour lunch. These hours will commence and end on a date designated by the Superintendent.

ARTICLE XXXIII

PROVISIONS APPLYING TO FULL TIME PARAPROFESSIONALS, HALL MONITORS AND SUPPLEMENTAL TEACHER/LIBRARY AIDE ONLY

A. EMPLOYMENT PROCEDURES

1. GUIDE PLACEMENT AND PROGRESSION

For any employee to receive increment credit, thereby moving to the next step of the appropriate guide, he/she must have been employed prior to February first of the preceding year, and such employment must have been continuous.

2. Employees shall be notified of their contract and salary status for the ensuing year no later than June 30th. Such notice will be receipt of an annual employment contract or intent of such contract by June 30th or notice of termination by same date. The annual employment contract shall contain a thirty (30) day notice clause for resignation/termination.

3. MILEAGE

Those employees required to travel between schools as part of their regular assignment shall be reimbursed at the rate set by the New Jersey Department of Treasury/Office of Management and Budget. If mileage becomes negotiable the rate shall be that as set by the IRS.

B. SALARY GUIDE

1. Employees with eleven (11) consecutive years as a full time paraprofessional in Linden shall receive a longevity stipend of \$250.00.

C. SENIORITY

1. Layoff-recall in each category will be by seniority, if the individual is qualified for the position. In the event of a dispute over seniority, it is agreed that this subject may only be grieved up to and including Board Level of the grievance procedure.
2. The Board will post job openings for 48 hours retaining the right to hire during the posting period.
3. An employee working four (4) years and one (1) day shall achieve seniority status.

D. JURY DUTY

1. An employee called for jury duty will be excused from work and will be paid the difference between the jury duty fees received and his/her regular daily earnings for such time spent in jury service if the affected employee has requested in writing a delay in such duty to a time when school is not in session and such request has been denied. Documentation of such request shall be provided to the Superintendent.
2. An employee who is excused from jury duty service on the previous day shall report to work on the following day.

E. WORK YEAR

1. September 1st through June 30th, paid on a per diem basis.
2. For the duration of the contract, full-time paraprofessionals shall be required to work 183 days. The following days shall not include pupil contact: 1 day prior to student school year, 1 day following student school year and 1 days for professional development.

F. WORK SCHEDULE/HOURS OF WORK

1. The daily work schedule of full time paraprofessionals shall be identical to the teacher work schedule listed in Article VI, A. The workday shall also include one (1) fifteen minute break in the morning and one (1) fifteen minute break in the afternoon for paraprofessionals assigned to the elementary schools. The workday shall also include one (1) duty-free period of no less than thirty (30) minutes for paraprofessionals assigned to the middle and high schools.
2. In the event a full time paraprofessional is directed to work past the above number of hours, he/she will be compensated at straight time earnings for any additional time; except an employee who is required to travel on a bus with students who shall receive a stipend of \$11.00 per day.
3. All overtime for hall monitors authorized by the Board and/or the Superintendent or Assistant Superintendent shall be paid on the following basis: hours worked over thirty-

five (35) shall be paid on a prorated hourly basis; hours worked over forty (40) shall be paid at time and one-half on a prorated basis.

4. The normal work year for hall monitors shall be the student school year. These days shall coincide and be scheduled during the teachers' calendar. Payment for additional days shall be at the employee's per diem rate.
5. All hours worked on Sundays and/or National Holidays, when school is not in session, shall be authorized by the Board and/or the Superintendent or Assistant Superintendent, and shall be paid at the rate of time and a half.
6. The Board shall supply the following to each hall monitor and crisis intervention aide: one (1) outer jacket identifying the hall walker as an employee of the Board of Education.
7. In the event that a classroom paraprofessional is required to spend more than one hour daily traveling on a school bus, including time waiting for a late bus, he/she shall be compensated at straight time earnings for such additional time, the minimum compensation for such additional time shall be fifteen (15) minutes compensation at \$15.00 per hour.
8. On extended session days, each paraprofessional shall have a duty-free lunch of not more than thirty (30) minutes per day. On regularly scheduled days, current practice shall prevail in the High School and Middle Schools. In the elementary schools, duty-free lunch shall be thirty (30) minutes.
9. A paraprofessional aide who possesses a proper substitute certificate may be permitted to substitute in the event the regular teacher is absent, for up to 20 work days as permitted by law. Said paraprofessional shall be paid his/her regular pay plus one-half substitute salary.
10. As concerns summer employment sponsored by the Linden Board of Education, a paraprofessional shall be paid his/her per diem rate.

ARTICLE XXXIV

PROVISIONS APPLYING TO PART-TIME INSTRUCTIONAL AND NON- INSTRUCTIONAL AIDES ONLY

A. EMPLOYMENT PROCEDURES

Each employee shall receive an annual employment contract, which shall contain a thirty (30) day notification clause for resignation/termination.

B. SALARY GUIDE

Salary as indicated on Appendix F.

C. WORK YEAR

September first (1) through June thirtieth (30), with pay at an hourly rate for all hours worked.

D. JURY DUTY

1. An employee called for jury duty will be excused from work and will be paid the difference between the jury duty fees received and his/her regular daily earnings for such time spent in jury service if the affected employee has requested in writing a delay in such duty to a time when school is not in session and such request has been denied. Documentation of such request shall be provided to the Superintendent.
2. An employee who is excused from jury duty on the previous day shall report to work on the following day.

E. If the Board again hires cafeteria workers as Board employees, terms will be negotiated.

ARTICLE XXXV

MISCELLANEOUS PROVISIONS

A. BOARD POLICY

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. NONDISCRIMINATION

The Board and the Association agree that there shall be no discrimination and that all parties, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees on the basis of race, creed, color, religion, national origin, sex, age, domicile or marital status.

C. AGREEMENT ON REPRODUCTION OF CONTRACT

This Agreement shall be typed on a word processor by the Association. The Board shall provide paper, reproduction, and collating. A Duplicate Disc shall be provided to the Board. The original will be kept by the Association.

This Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board. A minimum of six hundred (600) copies shall be made for use by the parties.

D. SEPARABILITY

If any provisions of this Agreement or any application of this Agreement to any teachers or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.

- E. All secretarial benefits, such as holidays, vacation days, sick leave, which existed prior to the signing of this Agreement shall remain in full force and effect until and unless otherwise changed through negotiations.
- F. Whenever any notice is required to be given by either of the parties to this Contract to the other, pursuant to the provisions of this Contract, either party shall do so by ordinary mail. The Board shall be addressed in care of the Board's Secretary, Administration Building, 2 East Gibbons Street, Linden, New Jersey 07036. The Association shall be addressed to an address to be provided to the Board's Secretary and Superintendent at the beginning of each school year. Said address may be changed by the giving of proper notice. If no change has been given, the previous address will be used.
- G. The parties agree that in all instances where language in this Agreement states that a decision is left to the discretion of the Superintendent, such decisions are not grievable or arbitrable.

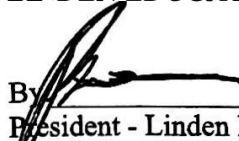
ARTICLE XXXVI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2021, and shall continue in effect until June 30, 2025, subject to the Association's right to negotiate over a successor Agreement in accordance with Article II hereof. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first written above.

LINDEN EDUCATION ASSOCIATION

By: 
President - Linden Education Association

By: 
Secretary - Linden Education Association

LINDEN BOARD OF EDUCATION

By: 
President - Linden Board of Education

By: 
BS/BA - Linden Board of Education

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APPENDIX A

SCHEDULE FOR ALLOCATION OF LEAVE DAYS FOR INITIAL EMPLOYMENT

		NUMBER OF SICK DAYS	NUMBER OF PERSONAL DAYS
EMPLOYMENT EFFECTIVE DATE		ALLOCATED	ALLOCATED
September 1- September 30		12	3
October 1- October 31		11	3
November 1- November 30		10	2
December 1- December 31		9	2
January 1- January 31		7	2
February 1- February 28		6	2
March 1- March 31		5	1
April 1- April 30		4	1
May 1- May 31		2	0
June 1- June 30		1	0

EXHIBIT A

CERTIFICATED STAFF SALARY GUIDES

YEAR 1
2021-2022

Linden Teachers

Salary Guide

10 Month

12 Month

Step	BA	MA	MA+30	BA	MA	MA+30
1	\$55,924	61,073	\$65,715	\$69,487	\$71,706	\$75,197
2-3	\$56,124	\$61,273	\$65,914	\$69,687	\$71,906	\$75,397
4-5	\$56,324	\$61,473	\$66,114	\$69,887	\$72,106	\$75,597
6	\$56,924	\$62,073	\$66,714	\$70,853	\$73,332	\$78,125
7	\$57,524	\$62,673	\$67,315	\$72,382	\$74,459	\$79,779
8	\$58,124	\$63,474	\$68,566	\$72,982	\$75,677	\$81,581
9	\$58,874	\$65,379	\$70,688	\$73,732	\$76,995	\$83,405
10	\$60,774	\$67,500	\$71,962	\$75,632	\$78,704	\$84,047
11	\$63,124	\$70,040	\$73,094	\$77,982	\$81,577	\$85,125
12	\$66,324	\$74,824	\$78,324	\$81,722	\$84,324	\$88,324
13	\$69,549	\$78,049	\$81,549	\$85,533	\$87,549	\$91,549
14	\$72,774	\$81,274	\$84,774	\$86,758	\$90,774	\$94,774
15	\$76,524	\$85,024	\$88,524	\$89,024	\$94,524	\$98,524
16	\$80,724	\$88,774	\$92,274	\$90,915	\$98,274	\$102,274
17	\$84,624	\$93,124	\$96,624	\$91,636	\$102,624	\$106,624
18	\$91,874	\$100,374	\$104,578	\$96,636	\$102,524	\$106,624

**YEAR 2
2022- 2023**

Linden Teachers

Salary Guide

10 Month

12 Month

Step	BA	MA	MA+30	BA	MA	MA+30
1-2	\$57,174	\$62,323	\$66,964	\$70,737	\$72,956	\$76,447
3-4	\$57,374	\$62,523	\$67,164	\$70,937	\$73,156	\$76,647
5-6	\$57,974	\$63,123	\$67,764	\$71,903	\$74,382	\$79,175
7	\$58,574	\$63,723	\$68,365	\$73,432	\$75,509	\$80,829
8	\$59,174	\$64,524	\$69,616	\$74,032	\$76,727	\$82,631
9	\$59,924	\$66,429	\$71,118	\$74,782	\$78,045	\$84,455
10	\$61,824	\$68,550	\$73,012	\$76,682	\$79,754	\$85,097
11	\$64,174	\$71,090	\$74,144	\$79,032	\$82,627	\$86,175
12	\$67,374	\$75,874	\$79,374	\$82,772	\$85,374	\$89,374
13	\$70,599	\$79,099	\$82,599	\$84,583	\$88,599	\$92,599
14	\$73,824	\$82,324	\$85,824	\$87,808	\$91,824	\$95,824
15	\$77,574	\$86,074	\$89,574	\$90,074	\$95,574	\$99,574
16	\$81,324	\$89,824	\$93,324	\$91,965	\$99,324	\$103,324
17	\$85,624	\$94,124	\$97,624	\$92,636	\$103,624	\$107,624
18	\$92,774	\$101,274	\$105,478	\$97,372	\$108,803	\$113,014

**YEAR 3
2023-2024**

Linden Teachers

Salary Guide

10 Month

12 Month

Step	BA	MA	MA+30	BA	MA	MA+30
1-3	\$58,164	\$63,313	\$67,954	\$71,727	\$73,946	\$77,347
4-5	\$58,764	\$63,913	\$68,554	\$72,693	\$75,172	\$79,965
6-7	\$59,365	\$64,513	\$69,155	\$74,222	\$76,299	\$81,619
8	\$59,964	\$65,314	\$70,406	\$74,822	\$77,517	\$83,421
9	\$60,714	\$67,219	\$71,908	\$75,572	\$78,835	\$85,245
10	\$62,614	\$69,340	\$73,802	\$77,472	\$80,544	\$85,887
11	\$64,964	\$71,880	\$74,394	\$79,822	\$83,417	\$86,965
12	\$68,174	\$76,674	\$80,174	\$83,572	\$86,174	\$90,174
13	\$71,399	\$79,899	\$83,399	\$85,383	\$89,399	\$93,399
14	\$74,624	\$83,124	\$86,624	\$88,608	\$92,624	\$96,624
15	\$78,374	\$86,874	\$90,374	\$90,874	\$96,374	\$100,374
16	\$82,124	\$90,624	\$94,124	\$92,765	\$100,124	\$104,124
17	\$86,424	\$94,924	\$98,424	\$93,436	\$104,424	\$108,424
18	\$93,574	\$102,074	\$106,278	\$98,172	\$109,603	\$113,814

**YEAR 4
2024-2025**

Linden Teachers

Salary Guide

10 Month

12 Month

Step	BA	MA	MA+30	BA	MA	MA+30
1-4	\$60,012	\$65,161	\$69,802	\$73,941	\$76,420	\$81,213
5-6	\$60,412	\$65,561	\$70,203	\$75,270	\$77,347	\$82,667
7-8	\$60,944	\$66,294	\$71,386	\$75,802	\$78,497	\$84,401
9	\$61,719	\$68,224	\$72,913	\$76,577	\$79,840	\$86,250
10	\$63,594	\$70,320	\$74,782	\$78,452	\$81,524	\$86,867
11	\$65,919	\$72,835	\$75,889	\$80,777	\$84,372	\$87,920
12	\$69,134	\$77,634	\$81,134	\$84,532	\$87,134	\$91,134
13	\$72,354	\$80,854	\$84,354	\$86,338	\$90,354	\$94,354
14	\$75,574	\$84,074	\$87,574	\$89,558	\$93,574	\$97,524
15	\$79,324	\$87,824	\$91,324	\$91,824	\$97,324	\$101,324
16	\$83,074	\$91,574	\$95,074	\$93,715	\$101,074	\$105,074
17	\$87,375	\$95,874	\$99,374	\$94,386	\$105,374	\$109,374
18	\$94,374	\$102,874	\$107,078	\$98,972	\$110,403	\$114,614

EXHIBIT B

12 MONTH SECRETARIAL SALARY GUIDE

Step	Year 1 2021 – 2022	Year 2 2022-2023	Year 3 2023-2024	Year 4 2024-2025
1	\$49,198	\$50,723	\$51,823	\$54,023
2	\$49,698	\$51,223	\$52,323	\$54,523
3	\$50,448	\$51,973	\$53,073	\$55,023
4	\$51,198	\$52,273	\$53,823	\$55,523
5	\$51,948	\$53,473	\$54,573	\$56,023
6	\$52,698	\$54,223	\$55,323	\$56,523
7	\$53,448	\$54,973	\$56,073	\$57,273
8	\$54,198	\$55,723	\$56,823	\$58,023
9	\$54,948	\$56,473	\$57,573	\$58,733
10	\$55,698	\$57,223	\$58,323	\$59,523
11	\$56,448	\$57,973	\$59,073	\$60,273
12	\$57,348	\$58,723	\$59,823	\$61,023
13	\$59,723	\$60,723	\$61,723	\$62,723

EXHIBIT C

FULL-TIME PARAPROFESSIONALS SALARY GUIDE

Year 1

2021-2022

Step		AA	BA
1	\$22,053	\$24,053	\$26,053
2	\$22,353	\$24,353	\$26,353
3	\$22,653	\$24,265	\$26,653
4	\$23,053	\$25,053	\$27,053
5	\$23,578	\$25,578	\$27,578
6	\$24,108	\$26,108	\$28,108
7	\$24,733	\$26,733	\$28,733
8	\$25,433	\$27,433	\$29,433
9	\$26,183	\$28,183	\$30,183
10	\$27,158	\$29,158	\$31,158
11	\$28,558	\$30,558	\$32,558
12	\$30,258	\$32,258	\$34,258

Year 2

2022-2023

Step		AA	BA
1	\$22,373	\$24,373	\$26,373
2	\$22,673	\$24,673	\$26,673
3	\$22,973	\$24,973	\$26,973
4	\$23,373	\$25,373	\$27,373
5	\$23,898	\$25,898	\$27,898
6	\$24,428	\$26,428	\$28,428
7	\$25,053	\$27,053	\$29,053
8	\$25,753	\$27,753	\$29,753
9	\$26,503	\$28,503	\$30,583
10	\$27,478	\$29,478	\$31,478
11	\$28,878	\$30,878	\$32,878
12	\$30,578	\$32,578	\$34,578

EXHIBIT C

FULL-TIME PARAPROFESSIONALS SALARY GUIDE

Year 3

2023-2024

Step		AA	BA
1	\$22,608	\$24,608	\$26,608
2	\$22,908	\$24,908	\$26,908
3	\$23,208	\$25,208	\$27,208
4	\$23,608	\$25,608	\$27,608
5	\$24,133	\$26,133	\$28,133
6	\$24,663	\$26,663	\$28,663
7	\$25,288	\$27,288	\$29,288
8	\$25,988	\$27,988	\$29,988
9	\$26,738	\$28,738	\$30,738
10	\$27,713	\$29,713	\$31,713
11	\$29,113	\$31,113	\$33,113
12	\$30,813	\$32,813	\$34,813

Year 4

2024-2025

Step		AA	BA
1	\$22,958	\$24,958	\$26,958
2	\$23,258	\$25,258	\$27,258
3	\$23,558	\$25,558	\$27,558
4	\$23,958	\$25,958	\$27,958
5	\$24,483	\$26,483	\$28,483
6	\$25,013	\$27,013	\$29,013
7	\$25,638	\$27,638	\$29,638
8	\$26,338	\$28,638	\$30,638
9	\$27,088	\$29,088	\$31,088
10	\$28,063	\$30,063	\$32,063
11	\$29,463	\$31,463	\$33,463
12	\$31,163	\$33,163	\$35,163

EXHIBIT D

TECHONOLOGY TECHNICIAN SALARY GUIDE

Step	Year 1 2021-2022	Year 2 2022-2023	Year 3 2023-2024	Year 4 2024-2025
1	\$53,882	\$54,712	\$55,537	\$56,287
2	\$54,822	\$55,712	\$56,537	\$57,287
3	\$55,822	\$56,712	\$57,537	\$58,287
4	\$56,882	\$57,712	\$58,537	\$59,287
5	\$57,822	\$58,712	\$59,537	\$60,287
6	\$58,822	\$59,712	\$60,637	\$61,287
7	\$60,372	\$61,202	\$62,027	\$62,777
8	\$61,923	\$62,753	\$63,578	\$64,328
9	\$62,923	\$63,753	\$64,578	\$65,328
10	\$63,923	\$64,753	\$65,578	\$66,328
11	\$66,493	\$67,323	\$68,148	\$68,898
12	\$68,753	\$69,583	\$70,408	\$71,158
13	\$71,765	\$72,595	\$73,420	\$74,170

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EXHIBIT E

CRISIS INTERVENTION AIDES, ATTENDANCE OFFICER AND HALL MONITOR SALARY GUIDE

Crisis Intervention Aides

Step	Year 1 2021-2022	Year 2 2022-2023	Year 3 2023-2024	Year 4 2024-2025
1	\$48,576	\$48,576	\$48,576	\$48,576
2	\$49,576	\$49,576	\$49,576	\$49,576
3	\$50,576	\$50,576	\$50,576	\$50,576
	\$51,776	\$51,776	\$51,776	\$51,776
5	\$53,276	\$53,276	\$53,276	\$53,276
6	\$54,526	\$54,526	\$54,526	\$54,526
7	\$55,576	\$55,576	\$55,576	\$55,576
8	\$57,026	\$57,026	\$57,026	\$57,026
9	\$58,276	\$58,276	\$58,276	\$58,276
10	\$60,176	\$60,176	\$60,176	\$60,176
11	\$62,286	\$62,286	\$62,286	\$62,286
12	\$64,166	\$64,166	\$64,166	\$64,166
13	\$67,166	\$68,166	\$69,166	\$70,166

SPORT		STEP 1	STEP 2	STEP 3
FOOTBALL	HEAD COACH	\$10,459	\$11,506	\$11,598
	ASST. COACH	\$ 7,293	\$ 7,840	\$ 8,088
	MS HEAD COACH	\$ 4,167	\$ 4,750	\$ 5,096
BASKETBALL	HEAD COACH	\$ 8,218	\$ 9,186	\$ 9,503
BASEBALL, ROTC (Fall & Winter)	ASST. COACH	\$ 5,983	\$ 6,551	\$ 6,853
SOFTBALL, TRACK	MS COACH	\$ 4,167	\$ 4,750	\$ 5,075
SOCCER, Volleyball	HEAD COACH	\$ 6,724	\$ 7,412	\$ 7,605
WRESTLING	ASST. COACH	\$ 5,000	\$ 5,526	\$ 5,899
CROSS COUNTRY	MS HEAD COACH	\$ 3,526	\$ 4,088	\$ 4,448
WINTER TRACK	MS ASSISTANT	\$ 3,526	\$ 3,641	\$ 3,814
GOLF, TENNIS	HEAD COACH	\$ 5,098	\$ 5,754	\$ 6,016
SWIMMING	ASST. COACH	\$ 4,331	\$ 4,851	\$ 5,280
GYMNASTICS	MS COACH	\$ 3,526	\$ 4,088	\$ 4,474
BOWLING	HEAD COACH	\$ 4,488	\$ 5,077	\$ 5,426
CHEERLEADING	HEAD H.S. COACH	\$ 2,694	\$ 3,212	\$ 3,630
(PER SEASON)	ASST H.S. COACH	\$ 2,430	\$ 2,615	\$ 2,915
	MS COACH	\$ 2,317	\$ 2,502	\$ 2,625
(PER SEASON)	ASST. TRAINER	\$ 2,992	\$ 3,306	\$ 3,499
WEIGHT TRAINER	INSTRUCTOR	\$ 4,169	\$ 4,169	\$ 4,169
	SUMMER	\$ 2,147		
INTRAMURALS				
H.S.	Basketball, Bowling, Hockey	\$ 2,203	\$ 2,203	\$ 2,203
	Football, Volleyball	\$ 1,855	\$ 1,855	\$ 1,855
MIDDLE SCHOOL		\$ 2,152	\$ 2,152	\$ 2,152
ELEMENTARY		\$ 2,223	\$ 2,223	\$ 2,223

EXHIBIT E

**CRISIS INTERVENTION AIDES, ATTENDANCE OFFICER
AND HALL MONITOR SALARY GUIDE**

Hall Monitor

Step	Year 1 2021-2022	Year 2 2022-2023	Year 3 2023-2024	Year 4 2024-2025
1	\$35,213	\$36,358	\$37,268	\$38,198

EXHIBIT E
CRISIS INTERVENTION AIDES, ATTENDANCE OFFICER
AND HALL MONITOR SALARY GUIDE

Attendance

Step	Year 1 2021-2022	Year 2 2022-2023	Year 3 2023-2024	Year 4 2024-2025
1	\$71,244	\$72,244	\$73,244	\$74,244

EXHIBIT F

**PART-TIME INSTRUCTIONAL AND NON INSTRUCTIONAL AIDE
SALARY GUIDE**

Hourly	Hourly	Hourly	Hourly
2021-2022	2022-2023	2023-2024	2024-2025
\$25.82	\$26.66	\$27.33	\$28.01

EXHIBIT G

COACHING SALARIES DU RATION OF CONTRACT

SPORT		STEP 1	STEP 2	STEP 3
FOOTBALL	HEAD COACH	\$10,459	\$11,506	\$11,598
	ASST. COACH	\$ 7,293	\$ 7,840	\$ 8,088
	MS HEAD COACH	\$ 4,167	\$ 4,750	\$ 5,096
	HEAD COACH	\$ 8,218	\$ 9,186	\$ 9,503
BASEBALL, ROTC (Fall & Winter)	ASST. COACH	\$ 5,983	\$ 6,551	\$ 6,853
SOFTBALL, TRACK	MS COACH	\$ 4,167	\$ 4,750	\$ 5,075
SOCCER, Volleyball	HEAD COACH	\$ 6,724	\$ 7,412	\$ 7,605
WRESTLING	ASST. COACH	\$ 5,000	\$ 5,526	\$ 5,899
CROSS COUNTRY	MS HEAD COACH	\$ 3,526	\$ 4,088	\$ 4,448
WINTER TRACK	MS ASSISTANT	\$ 3,526	\$ 3,641	\$ 3,814
GOLF, TENNIS	HEAD COACH	\$ 5,098	\$ 5,754	\$ 6,016
SWIMMING	ASST. COACH	\$ 4,331	\$ 4,851	\$ 5,280
GYMNASTICS	MS COACH	\$ 3,526	\$ 4,088	\$ 4,474
BOWLING	HEAD COACH	\$ 4,488	\$ 5,077	\$ 5,426
CHEERLEADING	HEAD H.S. COACH	\$ 2,694	\$ 3,212	\$ 3,630
(PER SEASON)	ASST H.S. COACH	\$ 2,430	\$ 2,615	\$ 2,915
	MS COACH	\$ 2,317	\$ 2,502	\$ 2,625
(PER SEASON)	ASST. TRAINER	\$ 2,992	\$ 3,306	\$ 3,499
WEIGHT TRAINER	INSTRUCTOR	\$ 4,169	\$ 4,169	\$ 4,169
	SUMMER	\$ 2,147		
INTRAMURALS				
H.S.	Basketball, Bowling, Hockey	\$ 2,203	\$ 2,203	\$ 2,203
	Football, Volleyball	\$ 1,855	\$ 1,855	\$ 1,855
MIDDLE SCHOOL		\$ 2,152	\$ 2,152	\$ 2,152
ELEMENTARY		\$ 2,223	\$ 2,223	\$ 2,223

The Head Trainer shall receive a stipend of \$27,246 annually paid in for equal installments.

EXHIBIT H

EXTRACURRICULAR STIPENDS

<u>Music Department</u>	Duration of Agreement
Director	\$ 6,215
Assistant (2)	\$ 2,487
Band Front Coordinator	\$ 1,407
Band Front Instructor	\$ 702
Percussion Instructor	\$ 1,318
Camp Director	\$ 3,342
Assistant (2)	\$ 1,495
Band Front Coordinator	\$ 1,407
Band Front Instructor	\$ 702
Percussion Instructor	\$ 1,318
<u>Computer Services</u>	
Webmaster	\$ 6,710