

AGREEMENT
BETWEEN THE
CLOSTER BOARD OF EDUCATION
AND THE
CLOSTER EDUCATION ASSOCIATION
FOR THE
2010-2011
2011-2012
AND
2012-2013
SCHOOL YEARS

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This AGREEMENT, made this ____ day of _____, Two Thousand and Eleven, by and between:

BOARD OF EDUCATION
BOROUGH OF CLOSTER, NEW JERSEY

hereinafter referred to as the "Board"; and

CLOSTER EDUCATION ASSOCIATION

hereinafter referred to as the "Association."

WHEREAS, the parties have heretofore conducted collective bargaining negotiations covering the matters hereinafter mentioned;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained,

IT IS AGREED AS FOLLOWS:

ARTICLE I
RECOGNITION

The Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining negotiations concerning the terms and conditions of employment of all regularly employed and certificated teaching personnel exercising non-supervisory positions; the secretaries (except the secretary to the superintendent and the secretaries to the Business Administrator); the regularly employed paraprofessionals; and the custodial and maintenance personnel, with the exception of the Supervisor of Buildings and Grounds, employed by the Board.

ARTICLE II
DEFINITIONS

Whenever used in this Agreement, the following terms shall have the following meanings:

"Teacher" shall mean only regularly employed and certificated teaching personnel exercising non-supervisory positions.

"Secretaries" shall mean only the secretaries employed by the Board (except the secretary to the Superintendent and secretaries to the Business Administrator).

"Custodial and Maintenance Personnel" shall mean only the custodial and maintenance personnel employed by the Board.

"Paraprofessionals" shall mean only regularly employed paraprofessionals.

“All employees” or “all personnel” shall mean teachers, secretaries, paraprofessionals, custodial and maintenance personnel covered by this Agreement.

ARTICLE III **REPRESENTATION FEE**

A. If an employee included within the Recognition clause of this Agreement does not, for any year during the term of this Agreement, become a member of the Association, such employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing:

- (1) of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the membership year; and
- (2) of the amount which, in the determination of the Association, is the maximum fee permitted by law.

The representation fee to be paid by non-members will be equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any employee covered by this Agreement who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to such employee during the remainder of the membership year in question. The deductions will begin with the first paycheck after October 1 in the school year for employees previously employed or 30 days after a new employee begins his or her employment in a bargaining unit position.

D. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee

during the membership year in question and promptly forward same to the Association.

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used in the deduction and transmission of regular membership dues to the Association.

F. Hold Harmless Clause

The Association will indemnify and hold the Board harmless against all claims, suits and liability, including the cost of reasonable legal fees, arising out of the Board's actions in compliance with the terms of this Article.

ARTICLE IV
NEGOTIATIONS OF SUCCESSOR AGREEMENT

- A. The Association and the Board mutually agree to initiate negotiations in accordance with the terms of the Public Employment Relations Act.
- B. The Association and the Board shall meet on a mutually agreed upon time and date and negotiate in good faith with respect to salaries and other terms and conditions of employment.
- C. Either party may, if it so desires, utilize the services of outside consultants to assist in the negotiations.
- D. When an agreement is reached on salaries and other terms and conditions of employment, it shall be embodied in writing and signed by the duly authorized representatives of the Board and the Association and be subject to ratification by the Board and the Association.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the Board and the Association.
- F. If during the process of collective bargaining meetings are scheduled during the working hours of any employee who is a member of the negotiating committee, each such employee shall not suffer any loss in pay nor shall he or she be required to make up this time.

ARTICLE V
ASSOCIATION RIGHTS

- A. Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every employee shall have the right to freely organize, join and support the Association and its affiliates for mutual aid and protection. The Board agrees that

it shall not directly or indirectly discourage or deprive any employee in the employment of the Board of any rights conferred by Chapter 303 and Chapter 123, Public Laws of 1974 or other Laws of New Jersey or 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 the employee's membership in the Association and its affiliates, collective negotiations with the Board, or the employee's institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The Association shall have the right to use the inter-school mail facilities and school mail boxes.

ARTICLE VI
SALARIES AND OTHER REMUNERATION

- A. The salaries of all personnel covered by this Agreement during the period from July 1, 2010 to June 30, 2011 shall be in conformity with the charts appearing as Schedules "A-1" (Teachers), "B" (Secretaries), "C" (Maintenance), "D" (Custodial), and "E" (Paraprofessionals) hereby annexed.

The salaries of all personnel covered by this Agreement during the period from July 1, 2011 to June 30, 2012 shall be in conformity with the charts appearing as Schedules "A-2" (Teachers), "B" (Secretaries), "C" (Maintenance), "D" (Custodial) and "E" (Paraprofessionals) hereto annexed.

The salaries of all personnel covered by this Agreement during the period from July 1, 2012 to June 30, 2013 shall be in conformity with the charts appearing as Schedules "A-3" (Teachers), "B" (Secretaries), "C" (Maintenance), "D" (Custodial) and "E" (Paraprofessionals) hereto annexed.

- B. Effective July 1, 1995, the MA 45 salary guide shall be eliminated; provided, however, that any employee who qualified for advancement to MA 45 prior to or during the term of the Agreement between the Closter Board of Education and the Closter Education Association for the 1995-1996, 1996-1997 and 1997-1998 School Years shall be paid at the appropriate step of the MA 45 salary guide.
- C. All contractual stipends are set forth in Schedule F.
- D. (1) In addition to the salary described in Paragraph 1 of this Article, any teacher who has completed fifteen (15) years shall receive a longevity stipend of \$1,000. Any secretary or custodial or maintenance employee who has completed ten (10) years or more of service in the Closter Public Schools shall receive a longevity stipend of \$650.00. Such stipend shall be paid in the same number of installments as the salary of the employee.

(2) In addition to the salary described in paragraph 1 of this Article, and the Longevity Stipend described in Paragraph 2(a), any teacher who has

completed twenty (20) years shall receive a total longevity stipend of \$2,000. Any secretary or custodial or maintenance employee who has completed fifteen (15) years or more of service in the Closter Public Schools shall receive a total longevity stipend of \$1,500. Any secretary or custodial or maintenance employee who has completed twenty (20) years or more of service to the Closter Public Schools shall receive a total longevity stipend of \$2,000. Such stipends shall be paid in the same number of installments as the salary of the employee.

(3) In addition to the salary described in Paragraph One (1) of this Article, paraprofessionals shall receive total longevity stipends as follows:

- \$500 after ten (10) years of service to the Closter Public Schools
- \$700 after fifteen (15) years of service to the Closter Public Schools

Such stipends shall be paid in the same number of installments as the salary of the employee.

(4) A part-time employee, other than a paraprofessional, who qualifies for such longevity stipends shall receive a stipend prorated in accordance with the number of full days worked by such employee during the year in which such stipend is payable.

E. In order to be recommended for increment or salary schedule, each teacher, other than a teacher who has attained the M.A. plus 60 credits, must successfully complete five (5) educational credits, said credits to be secured within a period of three (3) consecutive years conforming to the "Policy on Financial Remuneration for Professional Improvement" as adopted on June 21, 1967.

(1) For the 2010-2011 through 2012-2013 school years, the Board will reimburse each teacher for tuition expenses for approved credits attained by the teacher in his or her three (3) year period, but any such reimbursement shall not exceed \$1,000 per teacher for the applicable three (3) year period. Each part-time teacher shall be required to complete similar education credits, but the number of credits required, and the applicable reimbursement, shall be prorated in accordance with the full time equivalent days worked by such teachers.

(2) For the 2010-2011 through 2012-2013 school years, the Board will reimburse each secretary for tuition fees for approved courses or workshops attending during a designated three (3) year period, but any such reimbursement shall not exceed \$400.00 for the applicable three-year period.

F. The remuneration policy for the post-school program for each of the school years during the term of this contract will be in conformity with Schedule "F" hereto annexed. To qualify for reimbursement for workshop presentations, a teacher

must present instruction for the equivalent time of one (1) credit, which is fifteen (15) hours, or for prorated credit based upon approval of the Superintendent.

- G. Each Middle School Teacher assigned to the Advisor/Advisee program shall receive an annual stipend of \$233.
- H. Any teacher covered by this Agreement who participates in an overnight educational field trip approved by the Board will receive additional remuneration at the rate of \$50.00 per overnight.
- I. The Board will provide and pay for the health benefits consisting of hospital care benefits and surgical and diagnostic benefits and also Major Medical Insurance as described under the State Health Benefits Program. The coverage will extend (a) to all teachers, secretaries and custodial and maintenance employees covered by this Agreement; (b) to all paraprofessionals who work twenty (20) or more hours per week for ninety (90) or more working days in a school year; and (c) to the dependents of teachers, secretaries, paraprofessionals and custodial and maintenance employees as defined in the respective certificates and contracts.
- J. Dental insurance shall be provided for individual employees and their families.
- K. Any staff member assigned to more than one school building in a single day shall, upon approval of the superintendent of schools, be reimbursed at the rate of thirty-six cents (\$.36) per mile for travel between schools.
- L. Commencing 1 July 2002, members of the Child Study Team (CST) may be called to work additional days beyond their contractual responsibilities when schools are not in session. Such days shall be at a mutually agreed upon time but must occur within the legal time constraints of the specific case(s) for which they are required. Child Study Team members who work these days shall be compensated at their daily rate for each day they are called in, not to exceed five (5) days unless required by legal process.
- M. Commencing 1 July 2002, Middle School Guidance Counselors and all Technology Coordinators shall each work five (5) additional days, at a mutually convenient time, above their contractual responsibilities when schools are not in session. Their salaries shall be increased 2.5% over the amount indicated in Schedules A-1, A-2 and A-3 in recognition of this additional service.
- N. Movement on the Salary Guide
 - (1) In Year 1 of the agreement, the Board of Education shall approve horizontal movement on the salary guide due to educational credits attained by October 1, 2010 or January 1, 2011 with salary retroactive to September 1, 2010 or January 1, 2011.

- (2) Requests must be submitted to the Superintendent of Schools on or before September 15th or January 15th of the school year, and they must be accompanied by an official transcript validating completion of a college or graduate course, or in the case of in-service credits, a certification of completion.
- (3) In the years starting with the 2011-2012 school year, the Board of Education shall approve horizontal movement on the salary guide because of educational credits attained by October of that year with salary retroactive to September 1, of that year.
- (4) Requests must be submitted to the Superintendent of Schools on or before October 15th of the school year, and they must be accompanied by an official transcript validating completion of a college or graduate course, or in the case of in-service credits, a certification of completion.

ARTICLE VII **TEACHER WORK YEAR**

The teachers' work year shall consist of 183 days, which shall include 180 pupil contact days, one (1) teacher orientation day and two (2) staff workshop days.

The Board shall work cooperatively with the professional development committee ("PDC") and the PDC shall designate the two (2) staff workshop days in the plan developed by the PDC for the district for the purpose of teachers meeting their requirement for continuing education under the Continuing Education Code.

ARTICLE VIII **TEACHER PREPARATION TIME**

- A. Elementary school teachers shall be entitled to a minimum of 175 minutes of preparation time per week.
- B. Middle school teachers shall be entitled to a minimum of the equivalent of one (1) period of preparation time per day per week.
- C. Preparation time will be prorated for teachers who work less than one (1) full week.
- D. Preparation time shall be in addition to team planning.
- E. Each teacher denied preparation time due to unforeseen circumstances shall be compensated at the rate of one sixth (1/6) of the substitute rate of pay per 42 minutes period prorated.

ARTICLE IX
SICK LEAVE

The parties agree that the following constitutes the policy with respect to sick leave:

- A. (1) Teachers, secretaries and paraprofessionals covered by this Agreement shall receive ten (10) days of sick leave annually without loss of pay.
- (2) Custodial and maintenance personnel covered by this Agreement shall receive twelve (12) days of sick leave annually without loss of pay.
- B. Any sick leave days that are not used in any school year accumulate to provide a reserve sick leave over the initial days set forth in Paragraph A.
- C. This sick leave applies only to the personal illness or incapacity of the individual employee and does not cover members of the family as reasons for absence.
- D. Any person who has exhausted his or her sick leave granted pursuant to Paragraph 1 during any school year during the term of this contract shall have the right to utilize, for purposes of sick leave, any then available temporary non-cumulative personal days of absence granted under Article IX. At the election of the employee, by notice to the Superintendent, such personal days may be used prior to utilization of any reserve sick leave accumulated from prior periods of employment.
- E. Any employee who is continuously absent because of illness for more than four (4) days may be required to submit a doctor's certificate; in case of prolonged illness the Board may require a doctor's certificate periodically through the period of illness.
- F. At the opening of each school year, the Board will provide each employee covered under this Agreement with a statement as to his or her accumulated sick leave, including the ten days for the ensuing school year.
- G. Personnel should not schedule personal medical appointments during the school day.
- H. When absence for sick leave exceeds the annual sick leave and accumulated sick leave, an employee may request extended payment and the Board may pay any such person each day's salary less the pay of a substitute for such length of time as may be determined by the Board in each individual case, in accordance with N.J.S.A. 18A:30-6.
- I. Any employee covered by this Agreement who is ill for four (4) or more consecutive days may be directed to undergo a physical examination by a physician named by the Board. The Board shall pay for such examination.

- J. In order to encourage attendance by staff members, to discourage absenteeism, and to reward longevity of service, the Board and Association agree on the following compensation to be paid to any staff member who retires according to the provisions of the TPAF or PERS:
- (1) No member employee shall have the option to receive direct monetary reimbursement for any accumulated sick leave upon, or prior to, retirement from the District.
 - (2) The Board shall make certain non-salary reduction contributions to an available tax sheltered annuity under section 403(b) of the Internal Revenue Code (hereinafter referred to as "403(b) Plan") for certain member employees upon retirement from the District as follows:
 - a. A full-time teacher, secretary or custodial and maintenance member of the Association who retires from the District according to the provisions of the TPAF or PERS, and who has had fifteen (15) or more continuous years of service in the District, and who gives notice in the manner hereafter prescribed, shall have an amount equal to \$70.00 per sick day accumulated at the time of his or her retirement, to a total maximum of \$12,600.00, deposited by the Board into an available 403(b) Plan.
 - b. A full-time paraprofessional member of the Association who retires from the District according to the provisions of TPAF or PERS, and who has had fifteen (15) or more continuous years of service in the District, and who gives notice in the manner hereafter prescribed, shall have an amount equal to \$15.00 per sick day accumulated at the time of his or her retirement, to a total maximum amount of \$1,260.00, deposited by the Board into an available 403(b) Plan.
 - c. A full-time teacher, secretary or custodial and maintenance member of the Association who retires from the District according to the provisions of TPAF or PERS, and who has had ten (10) or more, but less than fifteen (15), continuous years of service in the District, and who gives notice in the manner hereafter prescribed shall have an amount equal to \$65.00 per sick day accumulated at the time of his or her retirement, to a total maximum amount of \$5,850.00, deposited by the board into an available 403(b) Plan.
 - d. A full-time paraprofessional member of the Association who retires from the District according to the provisions of TPAF or PERS, and who has ten (10) or more, but less than fifteen (15) continuous years of service in the District, and who gives notice in the manner hereafter prescribed, shall have an amount equal to \$10.00 per sick day accumulated at the time of his or her retirement, to a total

maximum amount of \$630.00, deposited by the Board into an available 403(b) Plan.

- e. On the same terms and conditions as are applicable to full-time employees, any part-time employee meeting the requirements of the above paragraphs shall have the applicable amount per sick day accumulated at the time of his or her retirement deposited by the Board into an available 403(b) Plan, provided that the maximum contribution amount shall be prorated in accordance with the number of full days worked by such employee at the date of his or her retirement from the District.
 - f. To be eligible to benefit from such contributions, an employee must have given notice to the Board of his or her intention to retire at least sixty (60) days prior to retirement, but the Board may waive this notice requirement on a case-by-case basis.
- (3) Any non-elective, non-salary reduction contributions made pursuant to Paragraph 3 of this Agreement shall be further limited by the applicable annual limit(s) to such contributions as established by the Internal Revenue Service.
 - (4) The schedule of any non-elective, non-salary reduction contributions made pursuant to Paragraph 3 of this Agreement shall be determined by the Board at the time of the member employee's retirement from the District, but in no event shall such contribution schedule exceed five (5) years from the date of the employee's retirement from the District.

ARTICLE X **PERSONAL LEAVE**

The parties agree that the following constitutes the policy with respect to personal leave:

Personnel covered by this agreement shall be entitled to personal days of absence with full pay as follows:

An allowance up to three (3) days for teachers, secretaries, custodial and maintenance employees and paraprofessionals in each year during the term of this Agreement shall be granted for matters of a personal nature with five (5) days' written prior notification to the school Principal and the Superintendent of Schools for any of the following reasons, viz:

- (1) Personal business which cannot be handled outside of school hours.
- (2) Legal business which cannot be handled outside of school hours.
- (3) Household or family matters which cannot be handled outside of school hours.

- (4) Any other emergency or urgent reason not included above if approved by the Superintendent of Schools and Principal. In cases of death or illness in the immediate family (defined as household members, parents, spouse, spouse's parents, grandparents, children, stepchildren, siblings and siblings' spouses), the determination of the length of personal leave is discretionary with the Superintendent of Schools, which shall in no event exceed five (5) days. A written statement of the reason for such emergency leave shall be submitted to the building Principal prior to the emergency leave or immediately following such emergency leave.
- (5) In case of a death in the "immediate family," a paraprofessional shall receive three (3) days leave of absence with pay, provided that if the employee has not used his/her personal leave days at the time of such death one of the three days leave under this paragraph shall be deemed to be a personal leave day. ("Immediate Family" means household members, parents, spouse, spouse's parents, grandparents, children, stepchildren, siblings and siblings' spouses.)

In cases of emergency, the required five (5) days' prior notification may be waived.

Prior notice should state the category under which such leave is requested and the date or dates the individual will be absent. Upon giving such notice, the employee may be entitled to be absent for the reason or purpose stated without further explanation to the administration, unless the administration determines that it is necessary to verify the purpose of such leave because of the employee's pattern of absences or the employee's requested absence would result in excessive staff absenteeism in a school building, which determination shall not be arbitrary, capricious or unreasonable.

In cases where personal leave exceeds three (3) days for teachers, secretaries and custodial and maintenance employees, and paraprofessionals, such absences in excess of these limits may be without pay. It shall be the responsibility of the Superintendent to decide whether extenuating circumstances are evident and to extend the applicable limit.

In addition to the previously stated leave days, teachers, secretaries and custodial and maintenance employees covered under this Agreement, with the prior approval of the administration, shall be entitled to professional leave days with full pay for the following reasons, viz:

- (1) To attend professional meetings; conferences or workshops.
- (2) To engage in professional visitations to other schools or educational systems.

Personal leave days unused during the year shall be accrued to a separate individual sick leave bank to be used by the individual employee after he or she has exhausted his or her annual and accumulated sick days. Such days shall be accumulative from year

to year. However, such days shall not be added, at termination of employment, to the employee's accrued sick leave for reimbursement purposes.

For any employee employed in the district prior to July 1, 1992, any personal leave days accrued from July 1, 1987 to June 30, 1992 to the credit of the individual employee, shall be used only upon voluntary termination of the individual's employment, in the following manner: one-third of the accrued personal leave days may be added, at termination of employment, to the employee's accrued sick leave for reimbursement purposes. In no event shall the total of accrued sick leave and personal leave days exceed the maximum allowable under Article IX, Paragraph "J" of this Agreement. Accrual shall commence with personal days granted for the 1987-1988 school year.

ARTICLE XI **PROFESSIONAL DUES AND CREDIT UNION**

- A. Personnel covered by this Agreement may direct the Board to deduct Association dues from their remuneration and the Board agrees to remit the dues so deducted directly to the Association. Such direction shall be made in writing prior to opening school day in September 2010 for the 2010-2011 school year, prior to September 2011 for the 2011-2012 school year and prior to September 2012 for the 2012-2013 school year; and having once been made cannot be changed for the balance of the school year for which the deduction is authorized.
- B. Personnel covered by this Agreement may direct the Board to deduct specified sums from their remuneration for deposit in the Paragon Federal Credit Union and the Board agrees to remit such deductions directly to the Credit Union for deposit in the respective teachers' accounts. Any changes shall be made in writing and shall be limited to twice during any school year.

ARTICLE XII **LUNCH SUPERVISION**

Teaching staff members shall be entitled to a duty-free lunch of the same duration as they received during the 2000-2001 school year, except that the Board shall be allowed, for every day that school is in session, to assign teaching staff members in each District school building to supervise students during the students' lunch/recess period.

The teaching staff members assigned to lunch supervision shall each be entitled to a duty-free lunch period of their own during either the student lunch period or the student recess period, which periods shall be of the same duration as existed during the 2000-2001 school year.

Each teaching staff member assigned to lunch supervision shall be responsible for supervising student lunch/recess activities during the portion of the student lunch/recess period when the other teaching staff member(s) assigned to lunch supervision that day are taking their lunch period.

The Superintendent or his designee shall establish a schedule for each day's lunch supervision.

The Board shall first seek volunteers from among the teaching staff to perform the lunch supervision. Teaching staff members may volunteer for both lunch supervision assignments available per day. Teaching staff members who volunteer for both lunch supervision assignments in a single day shall not receive any additional duty-free time for lunch.

In the absence of sufficient volunteers, lunch supervision shall be assigned among the teaching staff on an equitable rotating basis. No teaching staff members shall be involuntarily assigned to more than one (1) lunch supervision assignment per day.

The Board reserves the right to assign lunch supervision outside the terms of this provision in cases of emergency.

Teaching staff members shall be paid the highest hourly rate paid for school paraprofessionals for each student lunch period or recess period supervision assignment they perform. This compensation shall be paid in accordance with the payroll schedule established for all teaching staff members by the parties' collective negotiations agreement. Teaching staff members who perform both lunch supervision assignments in a single day shall not receive additional compensation in lieu of a duty-free lunch period or any other compensation beyond that which is described in this section.

Notwithstanding the other terms of this provision, nothing shall prohibit the Board from assigning teaching staff members to supervise student lunch/recess periods, without additional compensation, as part of their contractual obligation to perform non-teaching duties. Such a duty assignment may only be made if it does not interfere with a teaching staff member's preparation time and duty-free lunch period. The lunch period shall be the same duration which existed during the 2000-2001 school year.

ARTICLE XIII **GRIEVANCE POLICY**

The parties agree that a grievance is defined as a complaint based upon an event or condition which affects the welfare or working conditions of an employee or group of employees covered under this Agreement, which is contrary to established policy or administrative regulation governing or affecting employees"; they further agree that any grievance will be dealt with in accordance with the Grievance Procedure adopted by the Board on June 29, 1966, which is attached hereto as Schedule "G".

ARTICLE XIV **PART-TIME EMPLOYEES**

Effective July 1, 1995, a part-time employee shall, upon the same terms and conditions as apply to full-time employees, be given credit, for salary purposes only, on this guide, for a full year of experience for each school year in which such employee was employed

by the Board. The salary of such part-time employee shall be pro-rated in accordance with the number of full days worked by such employee.

ARTICLE XV
HOURS OF WORK OF SECRETARIES

The workday for secretaries shall be seven (7) hours and forty-five (45) minutes, Monday through Thursday. The workday on Friday shall be seven (7) and one half (½) hours.

Secretaries shall be given a compensatory day during the twenty (20) days they work over the summer for each day that they worked from September 1, through June 30, in excess of one hundred and ninety one (191) days.

ARTICLE XVI
SUMMER HOURS FOR THE SECRETARIES

The secretaries and clerks who work during the summer (July 1 - August 31) shall have the following hours: 8:30 a.m. to 3:00 p.m. with an hour for lunch.

For each additional week of employment during the summer months, school secretaries shall be compensated at the rate of 2.5% of their salary as determined by the provisions of this Agreement.

ARTICLE XVII
HOURS OF WORK FOR TEACHERS

The work day for teachers shall be seven (7) hours and fifteen (15) minutes, Monday through Thursday, the first thirty (30) minutes of which shall be used for team planning. The workday on Friday shall be six (6) hours forty (40) minutes at the Hillside Elementary School, and six (6) hours forty-five (45) minutes at the Tenakill Middle School. The following chart reflects the school days for the period 2010-2011 through the 2012-2013 school years:

Hillside Elementary School		
Day(s)	Events	
Monday - Thursday	Teachers Arrive	8:00 a.m.
	Planning	8:00 a.m.-8:30 a.m.
	Instruction (less 60 minutes for lunch)	8:35 a.m.-3:10 p.m.
	Teachers May Leave	3:15 p.m.
Friday	Teachers Arrive	8:30 a.m.
	Planning	NA
	Instruction (less 60 minutes for lunch)	8:35 a.m.-3:10 p.m.
	Teachers May Leave	3:10 p.m.

Tenakill Middle School		
Day(s)	Events	
Monday - Thursday	Teachers Arrive	7:55 a.m.
	Planning	7:55 a.m.-8:25 a.m.
	Instruction (less 55 minutes for lunch)	8:30 a.m.-3:10 p.m.
	Teachers May Leave	3:10 p.m.
Friday	Teachers Arrive	8:25 a.m.
	Planning	NA
	Instruction (less 55 minutes for lunch)	8:30 a.m.-3:10 p.m.
	Teachers May Leave	3:10 p.m.

Team planning shall be used primarily for grade level or discipline teams of teachers, collaborative groups of teachers and pupil assistance committees. Certain teachers may volunteer to be involved in flexible scheduling so that their work day may begin and end earlier than other teachers; provided, however, that their work day shall not begin more than one hour before or end more than one hour after the work day for Teachers on a regular schedule as set forth in this Article. Those who volunteer for flexible time are those involved in special assignments, including, but not limited to: art, music, chorus, band, gifted and talented, ESL and remedial programs. No teacher may be required to work a longer full-time schedule than indicated in the above chart reflecting working hours for each year of this agreement. If a teacher's flexible schedule ends earlier than other teachers or conflicts with the time a faculty meeting is scheduled, the teacher(s) shall be excused from the faculty meeting.

ARTICLE XVIII
HOURS OF WORK FOR CUSTODIAL AND MAINTENANCE PERSONNEL

The work day for custodial and maintenance personnel shall be eight (8) working hours. Each employee shall have a paid lunch period of one-half hour duration during the work day.

The work week for employees covered by this Agreement shall be five (5) working days of eight (8) working hours each.

ARTICLE XIX
COMPENSATION FOR CUSTODIAL AND MAINTENANCE PERSONNEL

A. Regular Pay.

Each custodial or maintenance employee shall be compensated in accordance with Schedule "C" or "D," which are annexed hereto and made a part hereof.

The hourly rate to which any employee is entitled pursuant to schedules "C" or "D" is hereinafter designated as "straight time."

B. Overtime Pay

Each custodial or maintenance employee who is required to work in excess of forty (40) hours in any work week shall be paid for such excess hours at the overtime rate which is one (1) and one-half (1/2) times "straight time."

C. Premium Pay

Each custodial or maintenance employee who is required to work on Saturday shall be paid for such work at a premium rate which is one (1) and one-half (1/2) times "straight time."

Each custodial or maintenance employee who is required to work on Sunday or on Holidays hereinafter designated, shall be paid for such work at a premium rate which is two (2) times "straight time."

Any custodial or maintenance employee who is required to work on a Saturday, Sunday or Holiday, except in connection with a building check or a call back, shall be guaranteed four (4) hours' work.

No custodial or maintenance employee shall be entitled to premium pay for work on a Saturday, Sunday or Holiday unless such work has first been authorized by a supervisor.

D. Building Checks.

Each custodial or maintenance employee who is required by the supervisor to check a building under rules prescribed by the supervisor, on weekends or holidays shall be guaranteed one (1) hour's pay and shall be paid at the applicable overtime or premium rate.

E. Call Back Pay.

Each custodial or maintenance employee who has worked for eight (8) hours in any day, has left the building and who is thereafter required to return to work shall be guaranteed at least two (2) hours' work and shall be paid for such work at the overtime rate for weekdays or the premium rate for Saturdays, Sundays or Holidays.

F. Clothing Allowance.

Each custodial or maintenance employee shall be entitled to reimbursement of the reasonable cost of one pair of safety shoes per year, such amount not to exceed \$100.00 upon proof of expenditure to the Board.

Each custodial or maintenance employee shall be provided one (1) winter coat every four (4) years at the expense of the Board.

The Board is to provide foul weather gear consisting of waterproof hooded rain jackets and a pair of waterproof boots in each school building in sufficient supply.

ARTICLE XX
HOLIDAYS FOR CUSTODIAL AND MAINTENANCE PERSONNEL

Each custodial or maintenance employee shall have the following holidays:

Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	New Year's Day
Presidential Election Day	Martin Luther King Day
Veteran's Day	Washington's Birthday
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day
Christmas Eve	(1) N.J.E.A. Convention Day

- A. If any of the above named holidays should fall on a Saturday, Sunday, or on a day when school is in session, the Board shall provide an offset day.
- B. If a holiday should fall during a custodial or maintenance employee's vacation period, such employee shall receive an extra day off, which day shall be scheduled on a day to be mutually agreed upon between the employee and the supervisor.

ARTICLE XXI
VACATIONS FOR CUSTODIAL AND MAINTENANCE PERSONNEL

Each custodial or maintenance employee shall have a paid vacation in accordance with the following schedule:

Up to three full years continuous service 10 working days

Four full years to ten full years continuous service 15 working days

Any custodial or maintenance employee with more than ten (10) full years of continuous service shall receive twenty (20) days vacation time. Said twenty (20) days of vacation time shall be taken as follows:

Ten (10) days of vacation during the summer period and the additional ten (10) days of vacation to be taken during the regular school year when the schools are closed for other vacation periods.

All vacation schedules for custodial and maintenance personnel are to be approved by the Superintendent, Business Administrator or their designees.

ARTICLE XXII
DISCHARGE OF CUSTODIAL AND MAINTENANCE PERSONNEL

- A. No employee covered by this Agreement shall, during the term hereof, be disciplined, discharged, or reduced in rank or compensation without just cause. If any of the above actions are taken, the employee shall be given the reason therefor and have the opportunity to appeal said action to the Board. In such appeals, the employee shall have the right to be accompanied by a representative. Notwithstanding anything to the contrary in this contract, the decision of the Board shall be final.
- B. In the event that it is necessary to reduce the number of custodial and/or maintenance employees for economic reasons, the Superintendent of Schools shall take into consideration years of service when making his recommendation to the Board of Education. The Board's decision is final.

ARTICLE XXIII
PERSONNEL POLICIES FOR PARAPROFESSIONALS

- A. The Board agrees to post notice of vacancies in paraprofessional positions as they occur.
- B. Paraprofessionals who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statements shall include the school or schools to which he or she desires to be transferred, in order of preference. In the determination of requests for voluntary reassignment and/or transfer, the best interests of the school system as determined by the Superintendent shall be the deciding factor.
- C. No paraprofessional shall be discharged from his/her position except for inadequate job performance or other just cause as indicated by his/her building Principal.
- D. Should a paraprofessional's position be eliminated, the paraprofessional will be given first consideration for the next available paraprofessional position for which he/she may be qualified. The decision of the Superintendent as to qualifications shall be final.
- E. All paraprofessionals shall be notified in writing by the Board no later than May 31 of each year regarding their employment status for the following school year.
- F. The normal work year for paraprofessionals shall consist of days when pupils are in attendance plus up to three (3) additional days as may be required by the Board.

- G. A paraprofessional's hours that have been approved by the Board may not be changed without the express permission of the Board.
- H. Any extra work requested beyond the paraprofessional's contracted daily time, i.e. clerical, library, classroom, special education and noon-hour paraprofessional, should be first offered to the paraprofessional working in that school in that capacity, before being offered to another paraprofessional in a different work capacity.
- I. Whenever applicable and with the Principal's authorization, a paraprofessional may be afforded the opportunity to make up any time lost within the month through unpaid absence. No make-up time shall be allowed for the time for which a substitute has been paid.
- J. Paraprofessionals shall receive longevity in accordance with the provisions of Article VI, Paragraph D3.
- K. The break time for paraprofessionals working a six (6) hour day shall be thirty-five (35) minutes and the break time for paraprofessionals working a four (4) hour day shall be twenty (20) minutes.

ARTICLE XXIV
PARENT-TEACHER CONFERENCES

- A. For the term of this Agreement, there shall be one (1) evening of parent-teacher conferences in the fall of each year, replacing one of three existing afternoon conference times and one (1) evening of parent-teacher conferences in the spring of each year. Each individual evening conference shall be 15 minutes in length and shall be held between the hours of 6:00 p.m. and 8:15 p.m.
- B. On the evening of such fall parent-teacher conference, all teaching and child study team personnel shall be available in their respective buildings for conferences during this time. On the evening of the spring parent-teacher conference, all personnel who have scheduled conferences shall be available.
- C. In the event that the demand for evening conferences exceeds the time available, the building Principal shall establish procedures for determining priority of evening conferences.

ARTICLE XXV
DURATION

This Agreement shall be effective July 1, 2010 and shall continue in effect until June 30, 2013. Any amendments agreed upon by the parties shall be in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by the respective secretaries, the day and year first above written.

BOARD OF EDUCATION OF
THE BOROUGH OF CLOSTER

WITNESS:

Peter Iappelli
Board Secretary/Business Administrator

By: _____
Anthony Linn
Board President

Dated: _____

Dated: _____

CLOSTER EDUCATION ASSOCIATION

WITNESS:

By: _____
Jeff Roem
President

Dated: _____

Dated: _____

SCHEDULE A - TEACHERS' SALARY GUIDE

The following notes shall apply to Schedules A-1, A-2 and A-3:

1. Full credit may be granted for outside teaching experience.
2. Credit for time spent in the Armed Services may be granted up to three years.
3. Normal increments will be granted based upon the recommendation of the Superintendent of Schools.
4. Initial placement on this salary guide is negotiable between the Superintendent, the Board and the prospective employee. Upon issuance of a contract the employee cannot claim credits earned previous to employment in the Closter Public Schools for purposes of remuneration.
5. Salary distribution shall be computed based upon Step 1BA.

Effective July 1, 1999 and each year thereafter for the duration of the agreement, provisionally certificated teachers shall remain on the initial step they were hired for the second year of their employment as presently required by State law.

SCHEDULE A-1 - 2010-2011 SALARY GUIDE - TEACHERS

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+60
0	43,765	45,607	47,911	52,057	54,821	57,585	63,113
1	46,068	47,911	50,214	54,360	57,124	59,888	65,417
2	48,556	50,398	52,702	56,848	59,612	62,376	67,904
3	51,043	52,886	55,189	59,336	62,100	64,864	70,392
4	53,531	55,374	57,677	61,823	64,587	67,351	72,880
5	56,019	57,861	60,165	64,311	67,075	69,839	75,367
6	58,506	60,349	62,652	66,799	69,563	72,327	77,855
7	60,994	62,837	65,140	69,286	72,050	74,814	80,343
8	63,482	65,324	67,628	71,774	74,538	77,302	82,830
9	65,969	67,812	70,115	74,262	77,026	79,790	85,318
10	68,457	70,300	72,603	76,749	79,513	82,277	87,806
11	70,945	72,787	75,091	79,237	82,001	84,765	90,293
12	73,432	75,275	77,579	81,725	84,489	87,253	92,781
13	75,644	77,763	80,066	84,212	86,976	89,740	95,269
14	75,644	80,250	82,554	86,700	89,464	92,228	97,756
15	75,644	82,738	85,042	89,188	91,952	94,716	100,244
16	75,644	85,226	87,529	91,675	94,439	97,203	102,732

SCHEDULE A-2 –2011-2012 SALARY GUIDE - TEACHERS

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+60
0	43,914	45,763	48,074	52,234	55,008	57,781	63,328
1	46,225	48,074	50,385	54,546	57,319	60,093	65,640
2	48,721	50,570	52,881	57,042	59,815	62,589	68,136
3	51,217	53,066	55,378	59,538	62,311	65,085	70,632
4	53,713	55,562	57,874	62,034	64,807	67,581	73,128
5	56,210	58,059	60,370	64,530	67,304	70,077	75,624
6	58,706	60,555	62,866	67,026	69,800	72,573	78,120
7	61,202	63,051	65,362	69,522	72,296	75,069	80,616
8	63,698	65,547	67,858	72,019	74,792	77,566	83,113
9	66,194	68,043	70,354	74,515	77,288	80,062	85,609
10	68,690	70,539	72,851	77,011	79,784	82,558	88,105
11	71,187	73,036	75,347	79,507	82,281	85,054	90,601
12	73,683	75,532	77,843	82,003	84,777	87,550	93,097
13	75,901	78,028	80,339	84,499	87,273	90,046	95,593
14	75,901	80,524	82,835	86,995	89,769	92,542	98,089
15	75,901	83,020	85,331	89,492	92,265	95,039	100,586
16	75,901	85,516	87,828	91,988	94,761	97,535	103,082

SCHEDULE A-3 –2012-2013 SALARY GUIDE - TEACHERS

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+60
0	44,042	45,896	48,214	52,387	55,168	57,950	63,513
1	46,360	48,214	50,532	54,705	57,486	60,268	65,831
2	48,863	50,718	53,036	57,208	59,990	62,771	68,335
3	51,367	53,221	55,539	59,712	62,493	65,275	70,838
4	53,870	55,725	58,043	62,215	64,997	67,778	73,342
5	56,374	58,228	60,546	64,719	67,500	70,282	75,845
6	58,877	60,732	63,050	67,222	70,004	72,785	78,348
7	61,381	63,235	65,553	69,725	72,507	75,289	80,852
8	63,884	65,738	68,056	72,229	75,010	77,792	83,355
9	66,388	68,242	70,560	74,732	77,514	80,296	85,859
10	68,891	70,745	73,063	77,236	80,017	82,799	88,362
11	71,394	73,249	75,567	79,739	82,521	85,302	90,866
12	73,898	75,752	78,070	82,243	85,024	87,806	93,369
13	76,123	78,256	80,574	84,746	87,528	90,309	95,872
14	76,123	80,759	83,077	87,250	90,031	92,813	98,376
15	76,123	83,263	85,581	89,753	92,535	95,316	100,879
16	76,123	85,766	88,084	92,256	95,038	97,820	103,383

SCHEDULE B
SECRETARIAL SALARY GUIDE

Step	2010-11	2011-12	2012-13
1	36,784	37,251	37,663
2	38,071	38,555	38,981
3	39,403	39,904	40,345
4	40,782	41,301	41,757
5	42,209	42,747	43,219
6	43,686	44,243	44,732
7	45,215	45,792	46,298
8	46,798	47,395	47,918
9	48,436	49,054	49,595
10	50,131	50,771	51,331

1. All the secretaries who are employed by the Board of Education will be placed on the appropriate salary guide.
2. Up to three (3) years outside school (or equal) experience may be granted.
3. Full credit is granted for past Closter experience.
4. Normal increments will be granted based upon the recommendation of the Superintendent of Schools and the School Principal.

AMOUNTS DO NOT INCLUDE ADDITIONAL COMPENSATION FOR ADDITIONAL FOUR WEEKS.

SCHEDULE C
MAINTENANCE SALARY GUIDE

Step	2010-2011	2011-2012	2012-2013
1	45,769	47,144	48,394
2	45,769	47,144	48,394
3	47,144	47,144	48,394
4	48,519	48,519	48,394
5	49,894	49,894	49,769
6	51,981	51,269	51,144
7	54,144	53,294	52,519
8	56,381	55,400	54,519
9	58,694	57,581	56,594
10	61,081	59,838	58,744
11		62,169	60,969
12			63,269

1. All Closter maintenance personnel will be placed on this salary guide.
2. Credit for past experience shall be given at the discretion of the Board of Education.
3. A \$100 differential shall be granted to employees holding a Black Seal Fireman's License.
4. A \$200 differential shall be granted to employees holding a Black Seal Fireman-in-Charge License, in addition to the differential indicated in paragraph 3.
5. Normal increments will be granted based upon the recommendation of the Superintendent of Schools and/or the Business Administrator/Board Secretary.

SCHEDULE D
CUSTODIAL SALARY GUIDE

Step	2010-2011	2011-2012	2012-2013
1	36,615	37,715	38,715
2	36,615	37,715	38,715
3	37,715	37,715	38,715
4	38,815	38,185	38,715
5	39,915	39,915	39,815
6	41,585	41,015	40,915
7	43,315	42,635	42,015
8	45,105	44,320	43,615
9	46,955	46,065	45,275
10	48,865	47,870	46,995
11	50,835	49,735	48,775
12		51,660	50,615
13			52,515

1. All Closter custodial personnel will be placed on this salary guide.
2. Credit for past experience shall be given at the discretion of the Board of Education.
3. A \$100 differential shall be granted to employees holding a Black Seal Fireman's License.
4. A \$200 differential shall be granted to employees holding a Black Seal Fireman-in-Charge License, in addition to the differential indicated in paragraph 3.
5. Normal increments will be granted based upon the recommendation of the Superintendent of Schools and/or the Business Administrator/Board Secretary.

SCHEDULE E
PARAPROFESSIONAL SALARY GUIDE

SCHEDULE E-1 **2010-2011**

1. \$16.14 per hour base salary
2. \$16.71 per hour after one year of employment
3. \$17.29 per hour after two consecutive years of employment
4. \$17.88 per hour after three consecutive years of employment
5. \$18.43 per hour after four consecutive years of employment

SCHEDULE E-2 **2011-2012**

1. \$16.28 per hour base salary
2. \$16.85 per hour after one year of employment
3. \$17.44 per hour after two consecutive years of employment
4. \$18.05 per hour after three consecutive years of employment
5. \$18.61 per hour after four consecutive years of employment

SCHEDULE E-3 **2012-2013**

1. \$16.49 per hour base salary
2. \$17.07 per hour after one year of employment
3. \$17.67 per hour after two consecutive years of employment
4. \$18.29 per hour after three consecutive years of employment
5. \$18.88 per hour after four consecutive years of employment

SCHEDULE F
POST SCHOOL ACTIVITY PROGRAM

Activity	2010-2011	2011-2012	2012-2013
Yearbook	\$1,592	\$1,616	\$1,640
Volleyball	\$1,191	\$1,209	\$1,227
Cross-Country	\$1,191	\$1,209	\$1,227
Track	\$2,385	\$2,421	\$2,457
Basketball –Boys	\$2,385	\$2,421	\$2,457
Basketball – Girls	\$2,385	\$2,421	\$2,457
Gymnastics	\$2,385	\$2,421	\$2,457
Drama	\$1,592	\$1,616	\$1,640
Cheerleading	\$1,592	\$1,616	\$1,640
Grade 6 Trip Coordinator	\$721	\$732	\$743
Grade 7 Trip Coordinator	\$721	\$732	\$743
Grade 8 Trip Coordinator	\$721	\$732	\$743
Interdisciplinary Team Leader (Grades 5, 6, 7, 8)	\$721	\$732	\$743
Department Chairs - (Language Arts, Mathematics, Science, Social Studies) Same as Interdisciplinary Team Leader	\$721	\$732	\$743
Workshop/In-Service Instructor	\$770	\$782	\$793
<u>Clubs-minimum of 20 sessions (30 min. each)</u>			
Academic Pentathlon (T)			
Computers (H)			
Garden Club (H/T)			
Kids Helping Kids (Grades 5, 6, 7, 8) (T)			
Kids Against Pollution (H)			
Math League (Grades 5 & 6) (Grades 7 & 8) (T)	\$385	\$391	\$397
Photography (T)			
Production (T)			
Rainbow Connection (H/T)			
Scripta (T)			
Service (T)			
Student Council (H)			
Writing (H/T)			
<u>Clubs-minimum of 40 sessions (30 mins. each)</u>			
Computers (H)(H/T)			
Dance (T)	\$770	\$782	\$793
Student Council (T)			
Tenakill Singers (T)			

SCHEDULE G
INDIVIDUAL GRIEVANCE POLICY AND PROCEDURES

The effectiveness of the schools is largely dependent upon the existence of effective working relationships among all employees of the school system. It is desirable, therefore, to eliminate, as much as possible, those areas of disagreement and dissatisfaction that inevitably arise among persons working together in the schools. The satisfactory settlement of complaints and grievances not only promotes wholesome attitudes and feelings about the performance of professional services, but also increases the efficiency and effectiveness of the worker in his or her relationship to pupils and the community.

Any individual employee of the school system shall have the right to appeal the application of policies and administrative decisions affecting him or her through administrative channels, with assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his or her appeal. He or she shall have the right to present his or her own appeal or designate representatives of the Closter Education Association or other group or persons of his or her own choosing to appear with him or her or for him or her at any step in his or her appeal.

1. Any employee who has a grievance shall discuss it first with his or her Principal in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he or she shall set forth in writing his or her complaint to the Principal. The Principal shall communicate his or her decision to the employee in writing within three (3) school days of receipt of the written complaint.
3. The employee may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Principal, shall confer with the concerned parties, and upon request, with the employee or Principal separately. He or she shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his or her decision in writing, along with supporting reasons, to the employee and the Principal.
4. If the grievance is not settled after reaching the Superintendent of Schools, the matter may then be referred to the Closter Education Association or other group or persons for consideration. This person, group or association shall make a determination as soon as possible, but within a period not to exceed ten (10) school days, notifying the employee in writing of that determination.

If the Closter Education Association or group or persons determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education.

If the Closter Education Association or other group or persons determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the Principal, the Superintendent of Schools and the Board of Education.

An employee whose grievance has been determined to be without merit by the Closter Education Association or other group or persons shall retain the right to appeal in writing to the Board of Education.

5. When an employee requests a review by the Board of Education, the request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within thirty (30) days. Its findings shall be sent to the Principal, the Superintendent of Schools and the employee.
 - A. Notice of this conference shall also be given to the Principal and to the Superintendent of Schools. The Principal and the Superintendent of Schools may be present at the conference and state their views.
6. If the grievance is not resolved as of the above mentioned step, the aggrieved employee may request a special convocation of a Board-Teacher Relations Committee or a similarly established group with a view to arriving at a mutually satisfying resolution of the complaint. The aggrieved employee and his or her representative, if any, shall be given at least three (3) school days' notice of the conference and an opportunity to participate.

The committee shall:

- A. Meet with the aggrieved employee to ascertain and discuss the problem.
- B. Gather facts to provide evaluation.
- C. Attempt to arrive at a solution.
- D. Present conclusions and recommendations to the full Board of Education if a mutually acceptable conclusion or recommendation has been reached.

7. It is the intent of the parties to this Agreement that the arbitration procedure herein shall serve as a means for the peaceable settlement of grievances which are not settled under paragraph 6 that may arise between them.
 - A. In the event that the aggrieved employee is dissatisfied with the determination of the Board-Teacher Relations Committee, he/she may request that his/her grievance be submitted to arbitration. A request for arbitration shall be made within ten (10) days of the committee's determination. The aggrieved employee and the Board may mutually agree to extend the period of time in which arbitration may be requested.
 - B. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission (hereinafter "P.E.R.C.") by either party. The parties shall then be bound by the rules and procedures of P.E.R.C.
 - C. The arbitrator so selected shall limit his/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from this Agreement between the parties or any applicable policy of the Board. The only grievances which may be arbitrated are those alleging that there has been a violation of the express, written terms of the locally negotiated agreement. The arbitrator shall not have the authority to rule on grievances which concern the interpretation, application or alleged violation of the Board policies and administrative decision affecting terms and conditions of employment, or of statutes and regulations setting terms and conditions of employment. Such grievances may only be pursued before the Commissioner of Education, the State Board of Education, and last to the state courts.
 - D. The parties in interest shall be afforded a full opportunity to present any evidence, written or oral, which may be judged pertinent to the matter in dispute.
 - E. The decision of the arbitrator regarding the violation, interpretation or application of this Agreement shall be final and binding on both parties in all matters except those dealing with a managerial prerogative which shall not be subject to any arbitration proceeding.

- F. The Arbitrator has no authority, express or implied, to add to or subtract from the language of the parties Agreement and the Arbitrator's decision must be based solely on the content of this Agreement as written and agreed upon by the parties.
- G. Each grievance will be arbitrated separately except those of a similar nature and when mutually agreed to by both parties.
- H. All fees and expenses of the arbitrator and arbitration proceedings shall be shared equally between the Board and the Association. All other costs related to arbitration, such as the payment for legal services, shall be paid for by the respective parties.