

**AGREEMENT**

**BETWEEN**

**THE FAIR HAVEN BOARD OF  
EDUCATION**

**AND**

**FAIR HAVEN EDUCATION  
ASSOCIATION**

**EFFECTIVE**

**July 1, 2009 through June 30, 2012**

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**BETWEEN**  
**THE FAIR HAVEN BOARD OF EDUCATION**  
**AND**  
**FAIR HAVEN EDUCATION ASSOCIATION**

**PREAMBLE**

This Agreement entered into this 1<sup>st</sup>-day of July 2009, by and between the Board of Education of the Borough of Fair Haven, New Jersey, hereinafter called the "Board" and the Fair Haven Education Association, hereinafter called the "Association".

**WITNESS**, that

**WHEREAS**, the Board has an obligation, pursuant to Chapter 303, Public Laws of 1968, to negotiate with the Association as the representative of employee, hereinafter, designated with respect to the terms and conditions of employment, and

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

It is hereby agreed as follows:

**ARTICLE I**

**RECOGNITION**

- A. The Board hereby recognizes the Association as the majority representative for collective negotiations concerning terms and conditions of employment for all full-time certificated personnel whether under contract or on approved leave, employed or to be employed by the Board, but excluding the superintendent, building principals and any other full-time, non-teaching administrative staff.
- B. The Board hereby recognizes the Association as the majority representative for collective negotiations concerning terms and conditions of employment for all secretarial personnel,

whether under contract or on approved leave, employed or to be employed by the Board, but excluding the secretary to the Superintendent and confidential Board personnel.

- C. The term "certificated personnel," as used in this Agreement applies to professional staff members holding appropriate certificates issued by the New Jersey Department of Education.
- D. The term "teacher(s)," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as defined in this Article, except for those exclusions specified in section D, below.
- E. The term "secretaries," when used hereinafter in this Agreement, shall refer to all twelve (12) month employees who work July 1 to June 30. For the purpose of this Agreement, the secretaries who work September to June, not to exceed two hundred (200) days, shall be known as ten (10) month secretaries.
- F. The terms of this Agreement apply also to certain part-time salaried professionals employed under contract, *i.e.*, speech correctionist and school social worker. Other professionals who meet the above criteria may be added as they are employed later.

The following exclusions are specified:

1. In the Agreement between the Board and the Association

Article IV.

The Article on teacher scheduling shall not apply.

Schedules for part-time professionals shall be developed by the school administration.

Article V.

Section B, covering substitutes, shall not apply.

Article XI and XII.

The provisions covering absences will apply on a pro-rata basis in accordance with Board policy.

Article XV.

Part-time professional staff must be employed at least twenty (20) hours per week to be eligible for insurance coverage.

2. In the Provisions of the Board Policy Manual

File Code 5111.1, Attendance at School Free of Charge, p.3

Is a non-resident of the District but a child of a professional staff member employed by the District (hourly rate and temporary employees excepted). The child(ren) must have been enrolled prior to January 26, 1995.

- E. There shall be a total of 180 pupil contact days and three (3) professional days or in-service days, for a teacher work year of 183 days.

## ARTICLE II

### BOARD-ASSOCIATION LIAISON

- A. Liaison between the Association and the Board shall be maintained through a Board-Staff Relations Committee.

This committee shall be composed of three staff members representing the Association, three Board members appointed by the President of the Board, and the Superintendent shall serve as chairman.

- B. It shall be the function of the Board-Staff Relations Committee to:

1. Conduct discussions on matters of mutual concern to the Board and professional staff.
2. Conduct negotiations in good faith on matters concerning terms and conditions of employment in accordance with the provisions of this Agreement, Chapter 303, Public Laws 1968 and Chapter 123, Public Laws 1974.(Revised June 1975)

- C. The Board-Staff Relations Committee shall be convened:

1. at the request of either the Board or the Association
2. by mutual agreement.

3. at the request of the Superintendent.
- D. From the effective date of this Agreement, all rules, regulations and/or policies of the Board applicable to employees covered by this Agreement shall continue to be so applicable without modification or amendment, except as the procedures contained within this Article shall allow.
- E. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall begin at a mutually acceptable date, but no later than January 15th preceding the expiration date of the agreement. Any agreement so negotiated shall apply to all employees covered by this Agreement, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- F. This Agreement may be amended at any meeting of the Board-Staff Relations Committee, provided such amendments are adopted by the Board and the Association.

### **ARTICLE III**

#### **GRIEVANCE PROCEDURE**

The Board and the Association hereby agree to the following procedures for discussion and resolution of a grievance:

##### **A. Definitions**

1. A "grievance" is a complaint by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting the terms and conditions of employment of a teacher or a group of teachers.
2. An "aggrieved person" is the person or persons making the complaint.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
4. The "Association grievance officer" is the person selected and/or approved by the Association to represent the aggrieved person at all stages of the procedure.

**B. Purpose**

The purpose of this procedure is to secure equitable solutions to problems which may arise concerning the terms and conditions of employment of teachers at a level that can best affect resolution. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

**C. Procedure**

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. However, the specified time limits may be extended by mutual agreement.

2. Year-End Grievances

The aggrieved person must initiate the grievance procedure within 45 days of the event or circumstances which caused the grievance. In cases of year-end grievances, days will not be counted during July and August if the grievance cannot be heard by June 30<sup>th</sup>.

3. Level One - Informal Resolution

The aggrieved person shall present the complaint/grievance and relief sought, in writing, to the Association grievance officer. After discussion of said complaint, the aggrieved person and/or the grievance officer shall attempt to resolve the complaint informally.

4. Level Two - Person Who Can Best Affect Resolution of Complaint

If no informal resolution of the said complaint can be achieved, the aggrieved person and/or the Association grievance officer shall present the complaint and the relief sought in writing to the person who can best affect resolution of the complaint. That person shall render a decision within five (5) school days.

5. Level Three - Superintendent

If the aggrieved person is not satisfied with the relief of the said complaint at level two or if no decision has been rendered within five (5) school days after presentation, the Association shall file the grievance with the Superintendent of Schools.

6. Level Four - Board of Education

If the aggrieved person is not satisfied with the relief of the said complaint at level three or if no decision has been rendered within ten (10) school days after presentation, the Association shall file the grievance with the Board of Education.

7. Level Five - Arbitration

- a. If the aggrieved person is not satisfied with the relief of the said complaint at level four or if no decision has been rendered within ten (10) school days after presentation, (s)he may within five (5) school days after a decision by the Board or fifteen (15) school days after the complaint was filed with the Board, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- b. Within ten (10) school 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 (PERC) by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association, hold hearings promptly, and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings. If oral hearings have been waived, the arbitrator shall issue final statements and proofs on the issues which were submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties.

- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

**D. Rights of Teachers to Representation**

1. Teacher and Association

Any aggrieved person 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 a teacher 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, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

**E. Miscellaneous**

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent of Schools directly and the processing of such grievance shall be commenced at Level Three. The Association may also process such a grievance through all levels of the grievance procedure even though the aggrieved person may not wish to do so.

2. Written Decisions

Decisions rendered at levels two, three, and four which are unsatisfactory to the aggrieved person shall be placed in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at level five shall also be placed in writing and in accordance with details outlined in paragraph 7(c) of the arbitration procedure.

3. Separate Grievance File

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

4. Forms

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

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public unless otherwise requested by the aggrieved person and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the ARTICLE.

## ARTICLE IV

### TEACHER RIGHTS

**A. Rights and Protection in Representation**

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board 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 the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his 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. Statutory Savings Clause**

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

**C. Just Cause Provision**

No teacher 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.

**ARTICLE V**

**TEACHER SCHEDULING**

**A. Teachers' Day**

Teachers shall report to work twenty minutes (20) prior to the start of the school day and shall be present in their classrooms when children arrive for the morning and afternoon sessions. Teachers may depart at the end of the school day upon completion of their professional responsibilities.

Consistent with past practice, the teacher professional day shall not be more than 5 hours/55 minutes exclusive of a duty free lunch period and faculty meetings as stated in Paragraphs B and C of this Article.

**B. Lunch Periods**

Teachers shall be entitled to a one hour duty-free lunch period. Exceptions may occur when teachers are assigned to periodic playground duty or extended lunchtime homeroom duty (during inclement weather). No lunch period shall be less than forty-five (45) continuous minutes. Staff, when participating in compensated lunchtime supervision or extracurricular activities conducted during the lunch period, shall waive their rights to the preceding entitlements.

**C. Meetings**

There shall be a total of ten (10) after school meetings per academic year. Additionally, there will be a total of six (6) focus meetings. Staff members may not be required to attend all six (6) focus meetings. Focus meetings will not involve curriculum writing and shall pertain to a staff member's specific discipline or grade level and these meetings shall also be after school. The scheduling of

such meetings shall be at the discretion of the principal and teaching staff as long as advance notice (48 hours) is given. Meetings shall not be scheduled on Fridays or any day immediately preceding a holiday, shall start ten (10) minutes after the dismissal of students, and shall not exceed sixty (60) minutes in length. The superintendent may schedule additional building or district-wide faculty meetings, based on need and upon consultation with the Association.

The Board recognizes the importance of educational improvement, particularly in our rapidly changing society, and agrees to be responsive to the additional time needs of teachers by providing released time and scheduling single session or full day professional opportunities subject to the constraints of the school calendar.

**D. Preparation Time**

In addition to a duty-free lunch period, teachers shall be entitled to preparation time during which they shall not be assigned to any other duties. The preparation time shall not be less than two hundred-ten (210) minutes per week and in not less than thirty (30) continuous minute blocks. The administration shall make every effort to schedule preparation time on a daily basis.

**E. Class Coverage**

In cases where substitute teachers are not available to cover classes, regular teachers may volunteer to serve as substitutes during their preparation time and receive additional hourly rate compensation. The hourly rate for the term of this contract shall be \$33.

**F. Teacher/Parent Conferences**

Single session days for grades one through eight shall precede the scheduling of afternoon or evening teacher/ parent conferences. The number of evenings reserved for conferences shall not exceed two (2).

**ARTICLE VI**

**SPECIALISTS AND SUBSTITUTES**

**A. Minimums**

The Board and the Association recognize the fact that an adequate number of competent specialists are desirable for the operation of an effective educational program. Accordingly, the Board agrees to consider seriously the recommendations of the TAB Committee and/or the teacher representatives to the Board-Staff Relations Committee concerning staff minimums in special subject education.

**B. Substitutes**

1. Qualifications

Positions which are vacant because teachers are temporarily absent shall be filled by teachers who meet the qualifications for substitute teachers as adopted by the Board in accordance with the provisions of the Policy Manual.

2. List

The Board agrees at all times to maintain a list of substitute teachers who shall be provided with appropriate orientation and training by the administration to help them instruct the classes they cover.

3. Coverages

The Board shall make every effort to provide substitutes for all personnel in all departments, including special teachers, nurses, and secretaries.

**ARTICLE VII**

**TEACHER EMPLOYMENT**

**A. Placement on Salary Schedule**

1. Adjustment to Salary Schedule

Any teacher employed prior to February 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit for Experience

Credit on the Teachers' Salary Schedule will be given for previous outside teaching experience in a daily accredited school upon initial employment in accordance with the provisions of Article VIII, Salaries.

**B. Previous Sick Leave Accumulation**

Previously accumulated unused leave days shall be restored to all teachers returning to the Fair Haven district after a period of absence.

**C. Notification of Contract and Salary**

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30 and shall indicate their intent to accept or reject employment by returning a signed copy of their contract or salary statement by May 15.

**D. Reduction-in-Force**

1. Notification and Consultation

If any reduction-in-force is being considered for good cause, the Board will notify and consult with the Association prior to the decision.

2. Reduction Procedures

a. Any reduction-in-force of tenured teachers will be carried out in accordance with the New Jersey Statutes Annotated, Title 18A, Education, Chapter 28, Article 3 (Effect of Reduction of Force upon Persons under Tenure), 18A:28-9 to 18A:28-14 and the New Jersey Administrative Code, Title 6, Subtitle A, Chapter 3, Subchapter 1 (Standards for Determining Seniority), 6:3-1.10.

b. Any tenured teacher who loses a position due to reduction-in-force will receive upon request, a letter of recommendation from the Superintendent of Schools. Such a letter will specifically state the reason for the termination.

3. Preference for Part-Time Employment

Tenured teachers on layoff will be given preference for available part-time, hourly rate, professional employment as long as they possess seniority over teachers currently holding the positions.

4. Recall Procedures

a. Tenured teachers on layoff will be recalled in reverse order of layoff when vacancies occur.

b. While teachers are on layoff, there will be no new hires for any position unless:

- 1) No teacher on layoff is certified to fill the vacant position.
- 2) All certified teachers on layoff decline the offer to fill the vacancy.
- 3) No certified teacher on layoff requests the vacant position within 10

days after receiving official notice of the vacancy (return receipt required).

5. Recall Rights

a. Tenured teachers on layoff will retain recall rights for at least two years unless the teacher:

- 1) Waives recall rights
- 2) Resigns

b. Teachers who are re-employed will be placed on the proper step of the salary guide based on their years of experience and will reacquire all benefits to which they are entitled at the time of termination, including unused accumulated sick leave and credits toward sabbatical eligibility.

6. Reduction-in-Force and Recall Lists

Lists, establishing the order of reduction-in-force and recall of tenured teachers, according to the above criteria will be drawn by agreement between the Board of Education and FHEA annually. Such lists will be available to members of the Board and Association for inspection.

## ARTICLE VIII

### SALARIES

A. Salary Schedule

The salaries of all teachers covered by this Agreement are determined in accordance with Schedule A which is attached hereto and made part hereof.

B. Administration of Salary Guide

Upon employment, a teacher shall be placed on the salary guide according to the following rules:

- Full Credit shall be given for teaching experience completed within ten (10) years prior to employment in Fair Haven.
- Credit shall be given for full-time military service up to a maximum of four (4) years.
- Credit for teaching experience for less than a full year shall be determined on an

individual basis.

**C. Additional Compensation**

Teachers shall be entitled to additional compensation for professional work completed outside of the regular school day subsequent to approval by the Board or administration and in accordance with the following schedule:

- Professional Activities  
Hourly rate compensation for home instruction, curriculum revision; development, program needs assessment, textbook selection, report card revision, staff development, etc. for the term of this contract shall be \$33.
- Extracurricular Activities; Lunchtime Supervision  
Hourly rate compensation for extracurricular student activities or lunchtime supervision for the term of this contract shall be \$22.
- Overnight Activities  
Additional compensation for overnight activities shall be frozen at the 1996-97 rate. The overnight rate for the term of this contract shall be \$210.

**ARTICLE IX**

**FAIR DISMISSAL PROCEDURE**

**A. Notification of Status**

1. Date

On or before April 30th of each year, the Board shall provide each non-tenure teacher, who has held continuous employment from preceding September 30th, one of the following notices:

- a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b. A written statement that such employment will not be offered.
- c. If it is the decision of the Board that employment will not be offered to a non-tenure teacher, the Superintendent will give that teacher an opportunity to resign before the date of issuance of contracts.

2. Reasons

Any non-tenure teacher who receives a notice of non-employment may within five (5) days thereafter, request conference with the Superintendent, which conference shall be held within five (5) days after the receipt of such request. If requested, a statement of reasons for non-renewal of contract will be provided.

**B. Failure to Comply**

Should the 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 Article, 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.

**C Notification of Intention to Return**

If any teacher desires to accept such employment, (s)he shall return the signed contract or letter of reappointment by May 15th, in which event such employment shall continue as provided for therein. In default of such action by the teacher, the Board shall not be required to continue employment.

**ARTICLE X**

**COMPLAINT PROCEDURE**

**A. Procedural Requirement**

Any complaint regarding a teacher made to any member of the administration by a parent, student, or other person which does or may influence evaluation of a teacher shall be initially directed to the teacher for resolution. If the teacher cannot resolve the complaint, it shall be processed according to the procedures outlined in Paragraph B of this Article.

**B. Meeting with Administrator**

1. The administrator shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.
2. The teacher and administrator shall meet with the complaining party and make an effort to resolve the complaint.

3. The administrator will keep the teacher informed of any further developments in the said complaint.

If the teacher is not satisfied with the resolution of the complaint, (s)he may pursue the matter in accordance with the provisions of the Grievance Procedure, beginning at Level Two.

**C. Right to Representation**

The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

**ARTICLE XI**

**TEACHER/ADMINISTRATOR/BOARD COMMITTEE**

**A. Organization**

1. Purpose

The Teacher/Administrator/Board Committee, hereinafter called the "TAB Committee," shall be a continuing body to serve as a three-way channel for communication between the teachers, administration and Board of Education.

2. Membership

The TAB Committee will include the following standing members:

- Two teachers from Sickles School
- Three teachers from Knollwood School
- Both building principals
- The superintendent of schools
- Two members of the Board of Education

Additional people may be brought to a meeting by anyone of the standing members with advance notice.

3. Consideration of Topics

The TAB Committee will encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association, administrators, and Board members.

4. Rules of Procedure

The TAB Committee shall establish its own rules of procedure consistent with Robert's Rules.

5. Meetings

Meetings may be called by a consensus of members at a mutually agreed upon date and time.

**ARTICLE XII**

**SICK LEAVE**

**A. Accumulative**

All full-time teachers shall be entitled to sick days with pay according to the schedule listed below. Unused sick leave days shall be subject to accumulation with no maximum limit. Entitlements of teachers employed less than full-time or employed after the school year has begun shall be pro-rated.

<u>Years of Service in District</u>	<u>Days Allowed per School Year</u>
0 through 5	10
6 through 10	12
over 10	16

Sick leave accumulations achieved prior to July 1, 1987 shall remain as calculated and serve as a base for subsequent accumulations.

The Board reserves the right to require a certification of illness by an attending physician for any absence which exceeds five consecutive days.

**B. Extended**

When a teacher has exhausted his or her total accumulated sick leave and is absent on account of illness, the Board will consider on an individual basis, the granting of extended sick leave, which may be with full salary or salary minus the rate for substitute, or without salary. Such deductions as the Board may authorize will be made in the pay period immediately following that in which the absence occurred.

**C. Advance**

1. Teachers under tenure may be granted advance sick leave under certain conditions. An advance of sick leave is a cash loan that must be repaid, either by crediting future sick leave accruals or if the teacher leaves the service, (except if by death or disability), the unliquidated balance may be required to be repaid in cash by deducting from the teacher's final salary payment. Requests for advanced sick leave will be submitted, in writing, through the Principal to the Superintendent for approval. Each request should be initiated in time to reach the Superintendent prior to the effective date of the requested advance, if this is possible, and will be accompanied by a medical certificate. Written notice of the Superintendent's decision will be forwarded to the requesting party.
2. Factors that will be considered in approving requests for leave include, but are not limited to:
  - a. length of employment
  - b. nature of ailment
  - c. the advanced credit will not exceed ten (10) days at any one time and the total may not exceed an amount which it is reasonably assured will be subsequently earned.
  - d. review of previous leave record

**D. Attendance Compensation Upon Separation from the District in Good Standing**

Attendance compensation for all qualified teachers covered by the Agreement shall be determined in accordance with the provisions of Schedule B which is attached hereto and made a part thereof.

## ARTICLE XIII

### LEAVE OF ABSENCE

#### A. Temporary Leave of Absence

##### 1. Leave Entitlement

Teachers shall be entitled to the following temporary leaves of absence with full pay for each school year:

- a. Personal (non-accumulative)
  - Five (5) days leave of absence for the purpose of attending to personal, legal, business, household or family matters or observing religious holidays which require absence during school hours.
  - Application for leave shall be submitted to the Superintendent at least two days in advance of the date(s) except in the case of emergencies. There is no requirement to state a reason if the day requested does not precede or follow a school holiday or vacation.
  - Personal leave may not be taken on days immediately preceding or following school holidays or vacations except when emergency or extenuating circumstances prevail. In such instances, a request for leave must be submitted in advance, with reasons cited. The Superintendent then, at his/her discretion may approve the request at full or partial pay or without pay.
  - At the end of each school year, teachers may elect to receive compensation and partial conversion to unused sick days for unused personal days not to exceed three (3) or to fully convert the unused personal days to unused sick days in accordance with the following schedule:

<u>Number of Unused Personal Days</u>	<u>Compensation and Partial Conversion Option</u>	<u>Full Conversion Option</u>
3	\$100 and 2 unused sick days	3 unused sick days
2	\$65 and 1 unused sick day	2 unused sick days
1	\$30 only	1 unused sick day

b. Marriage and Honeymoon (non-accumulative)

Up to five (5) days leave for the purpose of a teacher's marriage and honeymoon.

c. Bereavement (non-accumulative)

Up to five (5) days leave in the event of the death of a teacher's spouse, parent, child, grandchild, parent-in-law, stepchild, step-grandchild, or any other person who at the time of death was a member of the teacher's household in a spousal-like relationship with the teacher.

Up to three (3) days leave in the event of the death of a teacher's grandparent, sibling, sibling's spouse, spouse's sibling.

One (1) day leave in the event of the death of any other relative.

d. Professional (non-accumulative)

Leave for the purpose of professional improvement, e.g., school visitation and attendance at educational workshops and conferences. The number of days taken shall be subject to the Superintendent's discretion.

2. Exhaustion of Leave Entitlement

In the event that a teacher exhausts his/her leave entitlement in any specific leave category, the Superintendent may grant additional leave at full or partial pay or without pay for good reason. Each case shall be decided on its own merits.

3. Extended Temporary Leaves of Absence

Any request for a temporary leave of absence exceeding five (5) consecutive school days must be approved in advance by the Board. Such requests should include reasons for the leave.

**B. Extended Leaves**

1. Procedure

Requests for extended leaves of absence will be submitted to the Superintendent, whose recommendations will be acted upon by the Board. If granted, all benefits to which a teacher was entitled at the time of his/her leave of absence commenced,

including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon return, and (s)he shall be assigned to the same position which (s)he held at the time said leave commenced, if available or, if not, to a substantially equivalent position. Health insurance coverage will be governed by the provisions of the plan then in effect.

2. Types and Conditions

a. Leave Without Salary (no credit on salary guide)

1. Any teacher may request an extended leave of absence without pay for good reason, e.g., child care, disability, etc.
2. Length of such leave shall be determined on an individual basis; however, it cannot exceed the remainder of the year in which the leave commenced plus one full year. A statement of intent, i.e., to return, to resign or to request an extension of leave must be provided before contracts are offered for the following school year (not later than March 31).
3. The preceding language is not intended to supersede any extension of benefits granted by statute.

b. Leaves Without Salary (salary guide credit granted)

1. Any teacher who has completed two years of teaching in Fair Haven may request a one year leave of absence without pay for travel and/or study.
2. Such a request will be evaluated by a committee including the applicant's building principal, the Superintendent and two members of the teaching staff on the basis of a planned program of study to be submitted to the Superintendent at the time of the request.
3. If leave is granted, the teacher on returning to the system will be given credit on the salary guide for the year of travel and/or study, e.g., teacher "A" completes the 8th step on the guide; studies and/or travels on an approved program for one year will then return to teaching on the 10th step.

## ARTICLE XIV

### SABBATICAL LEAVES

#### A. Purpose

A sabbatical leave may be granted to a teacher for purposes of graduate study in the area of the teacher's assignment or for other professional development activity or program of value to the school system.

#### B. Conditions

1. A sabbatical leave may be granted to any teacher who has completed his/her seventh year of full-time service in the Fair Haven Schools.
2. No more than three sabbatical leaves may be approved in any one school year.
3. Applications for sabbatical leave will be given priority on the basis of length of service in Fair Haven and the date of receipt of the application. A teacher who has never had a sabbatical leave will have precedence over one who has previously had such leave. All applications for sabbatical leave must be received by the Superintendent by January 1 of the year in which leave is to begin and the teacher must be notified of the Board's decision by March 1 of that year. In the case of only one application and at the discretion of the Superintendent, the receipt date requirements of January 1 and/or the notification date of March 1, may be waived, and dates, more applicable to the individual situation, may be agreed to by the applicant and the Superintendent.
4. A request for sabbatical leave shall be evaluated by a committee which will include the applicant's building principal, the Superintendent, and two teachers chosen by the Association. Upon acceptance of applications, the Superintendent will convene said committee. The committee will evaluate each application using criteria based on A. Purpose, above. The recommendations of the committee will then be presented to the Board.
5. If sabbatical leave is granted, it shall be for a period of not less than five months and not more than one school year. During the period of the sabbatical, the teacher will receive half salary or any salary mutually agreed to by the applicant and the Board. For said sabbatical, the teacher will be credited with a commensurate amount of service time on the salary guide and the applicant's benefits shall be continued at the expense of the Board for the length of the sabbatical. Graduate study taken during the sabbatical shall not be subject to tuition reimbursement. If the teacher discontinues his/her approved leave for any reason, he/she will notify the Board immediately and salary payments for the sabbatical will be terminated. Payments for benefits will also

be discontinued unless the staff member chooses to pay for said benefits at his/her own expense. In addition, the teacher will forfeit his/her salary guide service credit for the sabbatical time period and may not return to active teaching until the prearranged sabbatical time period has ended.

6. A teacher who is granted a sabbatical leave must agree to return to active teaching in the Fair Haven Schools for two full, consecutive years immediately following the completion of his/her sabbatical leave. If the teacher fails to return to the district, he/she may be required to repay the Board for all or a proportionate share of the salary (s)he received while on sabbatical. However, this monetary penalty may be waived at the discretion of the Superintendent and with the full written consent of the teacher.
7. The applicant may, at his/her discretion, be accompanied at any/all negotiations pertaining to his/her sabbatical and his/her return to active service in the Fair Haven Schools, by a member of the Unified Association.

## **ARTICLE XV**

### **PROFESSIONAL IMPROVEMENT**

The Board of Education encourages the continuous professional improvement of its staff by providing tuition and workshop/seminar fee reimbursements and non-credit course stipends in accordance with the following conditions:

**A. Tuition Reimbursement**

The Board shall reimburse staff members employed prior to July 1, 1997 for tuition costs (excluding registration, lab, matriculation, book and travel expenses) incurred in taking and passing college or university course work up to an annual amount not to exceed the prevailing per credit rate at Rutgers, the State university and nine (9) credits for tenured teachers; six (6) credits for non-tenured teachers; and \$10,000 for all teachers, provided that prior approval is granted by the Superintendent. Teachers employed after June 30, 1997 shall not be eligible for tuition reimbursement until tenure is attained.

**B. Workshop/Seminar Fee Reimbursement**

The Board shall reimburse staff members for registration, travel (IRS rate) and lunch (not to exceed \$10) expenses incurred in attending professional workshops and seminars up to an annual amount of \$4,000 for all teachers, provided that prior approval is granted by the Superintendent.

**C. Non-Credit Course Stipends**

The Board shall grant staff members one-time-only stipends for completion of non-school time, non-credit courses or workshops up to an annual amount of \$6,000 for all teachers, provided that prior approval is granted by the Superintendent. The amount of the stipend shall be set in advance and be reflective of time commitment.

Reimbursements and/or stipends shall be processed for payment upon receipt of official written notice that courses/ workshops have been successfully completed. If appropriate, copies of canceled checks should also be submitted.

Staff members who qualify for advance training levels prior to April 1 of any school year shall be advanced on the salary guide retroactive to the date of their qualification upon receipt of official transcripts from colleges or universities attended. Guide advancement for credits or degrees accrued after March 31 shall not be made until the beginning of the next school year.

If, at some time in the future, a staff member who opted for full tuition reimbursement of graduate credit under the provisions of the former policy, wishes to apply such credit to training level advancement, an equitable plan of repayment will be developed on an individual basis.

## ARTICLE XVI

### INSURANCE PROTECTION

#### A. Premium Payment

For tenured teachers the Board shall provide insurance protection described below by paying premiums in accordance with the following schedule:

<u>Plan</u>	<u>Employee Premium</u>	<u>Dependent(s) Premium</u>
<u>Medical (includes RX)</u>	100%*	100%*
Dental	100%	100%

**\*The Premium payment is subject to the 'buy-up' option in 2010-2011 set forth in Section B(2), infra**

For non-tenure teachers, the Board shall provide insurance protection described below by paying premiums in accordance with the following schedule:

<u>Plan</u>	<u>Employee Premium</u>	<u>Dependent(s) Premium</u>
Medical (Includes RX)	100%*	100%*
Dental	100%	0%**

**\*The Premium payment is subject to the 'buy-up' option in 2010-2011 set forth in Section B(2), infra**

***\*\*Non-tenured teachers may purchase dental-coverage for their dependents.***

**B. Medical Insurance Plan Types (includes RX)**

(1) For the 2009-2010 school year the Board shall offer teachers the Traditional Indemnity Plan and Direct Access Plan only. The Direct Access Plan Co-Payment shall be \$5.00.

(2) For the 2010-2011 school year, effective on July 1, 2010, all teachers shall be enrolled in the Direct Access Plan or pay the full difference in the premium between the Traditional Indemnity Plan and the Direct Access Plan. This shall be known as the 'buy up' option. The Direct Access Plan Co-Payment shall remain at \$5.00.

(3) For the 2011-2012 school year, effective on July 1, 2011, the Traditional Indemnity Plan shall be eliminated. The only plan offered by the Board shall be the Direct Access Plan. All teachers shall be enrolled in the Direct Access Plan effective July 1, 2011. Effective July 1, 2011, the Direct Access Co-Payment shall be increased to \$10.00.

**C. Provisions of Coverage**

The provisions of the insurance programs shall be detailed in master policies and contracts agreed upon by the Board and Association and shall provide benefits for the following services:

1. Hospitalization
2. Surgical
3. Out-Patient
4. Major Medical
5. Prescription
6. Dental (2009-2012 \$1,500 per person cap)

Copies of such policies and contracts shall be made available to Association members.

**D. Carriers**

The Board shall select insurance carriers based on comparability of benefits, premium bids, service and reputation. In no case shall the Board change carriers without consulting with the Association and providing assurance that the existing level of benefits will be at least maintained.

**E. Complete Annual Coverage**

For each teacher who remains in the employ of the Board for the full school year the Board shall make payment of insurance premiums to provide coverage for the twelve (12) month period. When a teacher leaves the employ of the Board, insurance coverage will be governed by the provisions of the plan then in effect.

**F. Recoupment of Employee Contributions**

The Association agrees not to seek recoupment of employee contributions made prior to January 1, 1991 as referenced in the letter of Diane Spears, NJEA Consultant, on behalf of the Association, dated December 17, 1990.

## ARTICLE XVII

### PAYROLL DEDUCTIONS

#### A. Approved Deductions

Upon receipt of individual written authorizations, the Board agrees to deduct from the salaries of employees the following approved monies:

1. Unified Association Dues (Consistent with N.J.S.A. 52:14-15.9e)
2. Prudential Disability Insurance Premiums
3. MON-OC Savings Contributions
4. Tax Shelter Annuity Contributions

MON-OC Saving and Tax Shelter Annuity contributions shall be transmitted to designated officials by the 15th and 30th of each month.

#### B. Representation Fee

If an eligible employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said professional employee will be required to pay a representation fee for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five per cent (85%) of the regular unified dues.

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

## ARTICLE XVIII

### MISCELLANEOUS PROVISIONS

**A. Nondiscrimination**

The Board and the Association agree that there shall be no discrimination, and that all practices, 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 teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

**B. 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.

**C. Savings Clause**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

**D. Separability**

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

## SECRETARIES PROVISIONS

### ARTICLE XIX

#### GRIEVANCE PROCEDURE

The Board and the Association hereby agree to the following procedures for discussion and resolution of a grievance.

##### A. **Definitions**

1. A "grievance" is a complaint by a secretary or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting the terms and conditions of employment of a secretary, or a group thereof.
2. An "aggrieved person" is the person or persons making the appeal.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken, in order to resolve the complaint.
4. The "association grievance officer" is the person selected and/or approved by the Association to represent the aggrieved person at all stages of the procedure.

##### B. **Purpose**

The purpose of this procedure is to secure equitable solutions to problems which may arise concerning the terms and conditions of employment of secretaries. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

##### C. **Procedure**

###### 1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement.

###### 2. Year-End Grievances

The aggrieved person must initiate the grievance procedure within forty-five (45) school days of the event or circumstances which caused the grievance, or when the aggrieved person became aware of said circumstances. In cases of year-end grievances, days will not be counted during July and August if the grievance cannot be heard by June 30.

3. Level One – Informal Resolution

The aggrieved person shall present the complaint/grievance and relief sought, in writing to the Association grievance officer. After discussion of said complaint, the aggrieved person and/or the grievance officer shall attempt to resolve the complaint informally.

4. Level Two – Person Who Can Best Affect Resolution of a Complaint

If no informal resolution of the said complaint can be achieved, the aggrieved person and/or the Association grievance officer shall present the complaint/grievance and the relief sought in writing to the person who can best affect resolution of the complaint/grievance. That person shall render a decision within five (5) school days.

5. Level Three – Superintendent of Schools

If the aggrieved person is not satisfied with the relief of the said complaint/grievance at Level Two, or if no decision has been rendered within five (5) school days after presentation, the Association shall file the grievance/complaint with the Superintendent of Schools.

6. Level Four – Board of Education

If the aggrieved person is not satisfied with the relief of the said complaint/grievance at level three, or if no decision has been rendered within ten (10) school days after presentation, the Association shall file the grievance/complaint with the Board of Education.

7. Level Five – Arbitration

a. If the aggrieved person is not satisfied with the disposition of said complaint/grievance at level four, or if no decision has been rendered within ten (10) school days after presentation, he/she may, within five (5) school days after a decision by the Board or fifteen (15) school days after the complaint was filed with the Board, whichever is sooner, request in writing that the Association submit his/her grievance/complaint to arbitration. If the

Association determines that the grievance/complaint is meritorious, it may submit the grievance/complaint to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

- b. Within ten (10) school 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 (PERC) by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association, hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings. If oral hearings have been waived, the arbitrator shall issue final statements and proofs on the issue submitted. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issue or issues submitted. The arbitrator shall be without power or authority to make any decision which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### **D. Rights of Secretaries to Representation**

##### **1. Secretary and Association**

Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by a representative selected or approved by the Association. When a secretary 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, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. **Miscellaneous**

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of secretaries, the Association may submit such grievance in writing to the Superintendent of Schools directly and the processing of such grievance shall be commenced at level three. The Association may also process such a grievance through all levels of the grievance procedure even though the aggrieved person may not wish to do so.

2. **Written Decisions**

Decisions rendered at levels two, three and four which are unsatisfactory to the aggrieved person shall be placed in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at level five shall also be placed in writing and in accordance with details outlined in the paragraph 7(c) of the arbitration procedure.

3. **Separate Grievance File**

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

4. **Forms**

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

5. **Meetings and Hearings**

All meetings and hearings under this procedure shall not be conducted in public unless otherwise requested by the aggrieved person and shall include only such

parties in interest and their designated or selected representatives, heretofore referred to in this Article.

## ARTICLE XX

### RIGHTS OF THE SECRETARIAL STAFF

#### A. **Rights and Protection in Representation**

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board 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 the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any secretary in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any secretary 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. **Statutory 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 as established by the administrative procedures and practices enforced on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interrupted and or applied so as to eliminate, reduce or otherwise detract from any secretary benefits existing prior to its effective date.

#### C. **Just Cause Provision**

No secretary 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.

#### D. **Nondiscrimination**

The Board and the Association agree that there shall be no discrimination, and that all

practices, 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 secretaries in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

**E. Seniority**

1. Seniority for the purposes of this Article shall be based upon an employee's continuous length of service with the Board, from the last date of hire.
2. Should the Board determine that a reduction in force is required for the efficient operation of the district, employees shall be laid off from their jobs in the following manner:
  - a. The employee with the least seniority shall be the first employee laid off.
  - b. Should vacancies occur the last qualified person separated shall be the first to be rehired.
3. Should it become necessary for the Board to reduce work schedules for the efficient operation of the district, principles of seniority shall apply.

**F. Criticism**

Any questions or criticism by a Supervisor, Administrator, or Board Member of an employee's performance shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.

**ARTICLE XXI**

**EMPLOYMENT AND WORKING CONDITIONS**

**A. Terms of Employment**

1. All twelve (12) month secretaries shall be employed beginning July 1 and ending June 30.
2. All ten (10) month secretaries shall be employed on a school year basis beginning September 1 and ending June 30, not to exceed two-hundred (200) days.

## **B. Working Conditions**

### **1. Work Week**

The normal work week (Monday through Friday) shall be thirty-five (35) hours, seven (7) hours per day. All secretaries are entitled to a one (1) hour duty-free lunch.

### **2. Overtime**

- a. Work in excess of thirty-five (35) hours, but less than forty (40) hours, shall be compensated at the hourly rate. (See 2C).
- b. Work in excess of forty (40) hours or on Saturdays shall be compensated at one and one-half (1-1/2) times the regular hourly rate. Sunday or holiday work shall be compensated at two (2) times the regular rate.
- c. Hourly rates shall be determined by dividing the annual salary by the yearly work hours.
- d. Overtime shall be scheduled by the employee's direct supervisor, subject to the approval of the Superintendent of Schools.

## **ARTICLE XXII**

### **EVALUATION OF SECRETARIAL STAFF**

Non-tenured secretarial staff shall be formally evaluated by their immediate supervisor a minimum of two (2) times per year: one evaluation prior to January 1<sup>st</sup> and a final evaluation by May 15<sup>th</sup>.

Tenured secretarial staff shall be formally evaluated by their immediate supervisor once a year prior to May 15<sup>th</sup>.

The evaluation shall include a summary of the employee's accomplishments to date, areas of strength, goals for professional improvement and specific strategies for achievement.

Each evaluation shall consist of a written report and conference between the secretary and immediate supervisor. Secretarial staff shall be given a copy of the evaluation and an opportunity to respond in writing. No such report shall be placed in the support staff's file without prior conference with the employee.

## ARTICLE XXIII

### FAIR DISMISSAL PROCEDURE

#### A. Notification of Status

##### 1. Date

On or before May 15th of each year, the Board shall provide each secretary, who has held continuous employment from the preceding September 30, one of the following notices:

- a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such changes in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b. A written statement that such employment will not be offered.
- c. If it is the decision of the Board that employment will not be offered to a secretary, the Superintendent of Schools will give that secretary an opportunity to resign before the date of issuance of contracts.

##### 2. Reasons

Any secretary who receives a notice of non-employment may within five (5) days thereafter, request a conference with the Superintendent of Schools, which conference shall be held within five (5) days after the receipt of such request. If requested, a statement of reasons for non-renewal of contract will be provided.

#### B. Failure to Comply

Should the Board of Education fail to give to any secretary 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 Article, then said Board of Education shall be deemed to have offered to that secretary continued employment for the next succeeding school year upon the same terms and conditions but with such changes in salary as may be required by law or policies of the Board of Education.

#### C. Notification of Intention to Return

If any secretary desires to accept such employment, he/she shall return the signed contract or letter of reappointment by May 30, in which event such employment shall continue as

provided for therein. In default of such action by the secretary, the Board shall not be required to continue employment.

**ARTICLE XXIV**

**SICK LEAVE**

**A. Accumulative**

All secretaries employed twenty (20) hours or more per week shall be entitled to sick leave with pay in accordance with the schedule listed below (certification of illness by a physician may be required). Unused sick leave shall be subject to accumulation with no maximum limit. Entitlements of secretaries employed less than full-time or employed after July 1 shall be prorated.

Years of Service <u>in District</u>	Days Allowed 12-mo. Secretarial Staff <u>per School Year</u>	Days Allowed 10-mo. Secretarial Staff <u>per School Year</u>
0 through 5	12	10
6 and over	14	12

**B. Extended**

When a secretary has exhausted his/her total accumulated sick leave and is absent due to illness, the Board shall consider, on an individual basis, the granting of extended sick leave which may be with full salary, salary less the rate for a substitute or without salary. Such deductions, as the Board may authorize, will be made in the pay period immediately following that in which the absence occurred.

**ARTICLE XXV**

**LEAVE OF ABSENCE**

**A. Entitlement**

Secretaries shall be entitled to the following non-cumulative leaves of absence with pay each year:

1. Personal

Five (5) days leave of absence for the purpose of attending to personal, legal,

business, household or other family matters or observing holidays which require absence during school hours.

Application for leave shall be submitted to the Superintendent of Schools at least two (2) days in advance of the date(s) requested except in the case of emergencies. There is no requirement to state a reason if the day requested does not precede or follow a school holiday or vacation.

Personal leave may not be taken on days immediately preceding or following school holidays or vacations except when emergency or extenuating circumstances prevail. In such instances, a request for leave must be submitted in advance, with reasons cited. The Superintendent of Schools then, at his/her discretion, may approve the request at full or partial pay or without pay.

At the end of each school year, secretaries may elect to receive compensation and partial conversion to unused sick days for unused personal days not to exceed three (3) or to fully convert the unused personal days to unused sick days in accordance with the following schedule:

<u>Number of Unused Personal Days</u>	<u>Compensation and Partial Conversion Option</u>	<u>Full Conversion Option</u>
3	\$60 and 2 unused sick days	3 unused sick days
2	\$40 and 1 unused sick days	2 unused sick days
1	\$20 and only	1 unused sick day

2. Bereavement (Non-cumulative)

Up to five (5) days leave in the event of the death of a secretary’s spouse, parent, child, grandchild, parent-in-law, stepchild, step-grandchild, or any other person who at the time of death was a member of the teacher's household in a spousal-like relationship with the teacher.

Up to three (3) days leave in the event of the death of a secretary’s grandparent, sibling, sibling’s spouse, spouse’s sibling.

One (1) day leave in the event of the death of any other relative.

3. **Vacations**

Twelve month secretarial staff shall accrue vacation days in accordance with the following schedule:

Experience in District  
Entitlement

One (1) through six (6) years  
Seven (7) through twelve (12) years  
Thirteen (13) years or more

Vacation

Ten (10) days  
Fifteen (15) days  
Twenty (20) days

Twelve-month secretarial staff employed for less than a full year shall accrue one (1) vacation day for each full month of employment. All twelve-month secretaries employed before July 1, 1999 shall receive twenty (20) days vacation.

**B. Attendance Compensation upon Separation from the District in Good Standing**

Attendance compensation for all qualified employees covered by the Agreement is determined in accordance with the provisions of Article XIII, which is attached hereto and made a part hereof.

**ARTICLE XXVI**

**PROFESSIONAL DEVELOPMENT**

The Board of Education encourages the continued professional improvement of its Secretarial staff by providing workshop/seminar fee reimbursement and non-credit course stipends.

At the request of the Superintendent, the Board may provide leave time and/or payment of registration for workshops and seminars which, in the opinion of the supervisor, directly relate to the position for which the staff member is employed.

**Workshop/Seminar Fee Reimbursement**

The Board shall reimburse secretaries for registration, travel (IRS rate) and lunch, when appropriate, (not to exceed \$10.00) expenses incurred in attending professional workshops or seminars provided there is approval from the Superintendent.

**ARTICLE XXVII**

**INSURANCE PROTECTION**

**A. Premium Payment**

For tenured secretaries the Board shall provide insurance protection described below by paying premiums in accordance with the following schedule:

<u>Plan</u>	<u>Employee Premium</u>	<u>Dependent(s) Premium</u>
Medical (includes RX)	100%*	100%*
Dental	100%	100%

***\*The Premium payment is subject to the 'buy-up' option in 2010-2011 set forth in Section B(2), infra***

For non-tenure secretaries, the Board shall provide insurance protection described below by paying premiums in accordance with the following schedule:

<u>Plan</u>	<u>Employee Premium</u>	<u>Dependent(s) Premium</u>
<u>Medical (Includes RX)</u>	100%*	100%*
Dental	100%	0%**

***\*The Premium payment is subject to the 'buy-up' option in 2010-2011 set forth in Section B(2), infra***

***\*\*Non-tenured secretaries may purchase dental-coverage for their dependents.***

**B. Medical Insurance Plan Types (includes RX)**

(1) For the 2009-2010 school year the Board shall offer secretaries the Traditional Indemnity Plan and Direct Access Plan only. The Direct Access Plan Co-Payment shall be \$5.00.

(2) For the 2010-2011 school year, effective on July 1, 2010, all secretaries shall be enrolled in the Direct Access Plan or pay the full difference in the premium between the Traditional Indemnity Plan and the Direct Access Plan. This shall be known as the 'buy up' option. The Direct Access Plan Co-Payment shall remain at \$5.00.

(3) For the 2011-2012 school year, effective on July 1, 2011, the Traditional Indemnity Plan shall be eliminated. The only plan offered by the Board shall be the Direct Access Plan. All

secretaries shall be enrolled in the Direct Access Plan effective July 1, 2011. Effective July 1, 2011, the Direct Access Co-Payment shall be increased to \$10.00.

**C. Provisions of Coverage**

The provisions of the insurance programs shall be detailed in master policies and contracts agreed upon by the Board and Association and shall provide benefits for the following services:

1. Hospitalization
2. Surgical
3. Out-Patient
4. Major Medical
5. Prescription
6. Dental (2009-2012 \$1,500 per person cap)

Copies of such policies and contracts shall be made available to Association members.

**D. Carriers**

The Board shall select insurance carriers based on comparability of benefits, premium bids, service and reputation. In no case shall the Board change carriers without consulting with the Association and providing assurance that the existing level of benefits will be at least maintained.

**E. Complete Annual Coverage**

For each secretary who remains in the employ of the Board for the full school year the Board shall make payment of insurance premiums to provide coverage for the twelve (12) month period. When a secretary leaves the employ of the Board, insurance coverage will be governed by the provisions of the plan then in effect.

**F. Recoupment of Employee Contributions**

The Association agrees not to seek recoupment of employee contributions made prior to January 1, 1991 as referenced in the letter of Diane Spears, NJEA Consultant, on behalf of the Association, dated December 17, 1990.

## ARTICLE XXVIII

### PAYROLL DEDUCTIONS

#### A. **Approved Deductions**

Upon receipt of individual written authorizations, the Board agrees to deduct from the salaries of employees the following approved monies:

1. Unified Association Dues (consistent with N.J.S.A. 52:14-15.9e)
2. Prudential Disability Insurance Premiums
3. MON-OC Savings Contributions
4. Tax Shelter Annuity Contributions

MON-OC Saving and Tax Shelter Annuity contributions shall be transmitted to designated officials by the 15<sup>th</sup> and 30<sup>th</sup> of each month.

#### B. **Representation Fee**

If an eligible employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five per cent (85%) of the regular unified dues.

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

## **ARTICLE XXIX**

### **POLICY FOR ATTENDANCE COMPENSATION UPON SEPARATION FROM THE DISTRICT IN GOOD STANDING FOR SECRETARIES**

In order to recognize the above average attendance and provide incentive for improvement, any secretary employed for at least twenty (20) hours per week who leaves the district in good standing with (20) or more years of service in the district shall be entitled to attendance compensation at the rate of \$30 per day. In no case shall compensation exceed \$7,500.

#### **DEFINITION**

The percent of sick days not used shall be derived by dividing the number of sick days not used by the total sick day entitlement.

#### **ADMINISTRATION**

To be eligible for attendance compensation upon leaving the district in good standing and having satisfied service requirements a staff member must notify the Superintendent of Schools in writing of his/her intent to resign at least six (6) months in advance of the effective date. However, the Board may, in cases of extenuating circumstances modify the time requirement upon written request of the secretary. Failure to meet the advance notice prerequisite shall not result in the forfeiture of an entitlement but may cause a delay in its payment.

**ARTICLE XXX**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its Corporate Seal to be placed hereon, all on the day and year first above written.

**FAIR HAVEN EDUCATION ASSOCIATION**

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

**FAIR HAVEN BOARD OF EDUCATION**

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

## Schedule A

### TEACHERS' SALARY GUIDE

Competent teachers are a primary factor in any good educational system. The Fair Haven Board of Education recognizes its responsibility to obtain and retain the best available teachers within the limits of the community's ability and willingness to pay for them. It has always been the policy of the Board to maintain a salary program which will consistently satisfy the following conditions:

1. Attract well qualified new teachers by offering starting salaries which compare favorably with those of other districts.
2. Recognize increased experience through adequate annual increments.
3. Recognize professional growth through establishment of training level differentials as a result of satisfactory completion of graduate courses and/or qualification for advanced degree(s).
4. Recognize the contribution of teachers who have given long and faithful service to education and specifically to our school system.

Effective July 1, 2009 - 2010 the 2008-2009 Base Salary of \$5,133,556 shall be increased by 2.58%, or \$132,442, the cost of increment only. Those individuals who are eligible to move up a step on the salary guide shall move. No funds shall be placed on the top step of the salary guide. There shall be no change in the salary guides from 2008-2009 to 2009-2010. Those employees eligible for an adjustment in longevity shall receive said adjustment.

Effective July 1, 2010-2011, there shall be absolutely no increase in salary. All employees shall receive that same salary in 2010-2011 as was received for 2009-2010. Employees shall neither move on the salary guide nor shall they receive any additional salary or other compensation. There shall be no adjustment in longevity. Employees shall receive the same salary in 2010-2011 as was received in 2009-2010 inclusive of salary and longevity.

Effective July 1, 2011-2012, the Salary Guide, exclusive of longevity, shall be increased by 2.75% inclusive of the cost of increment.

All monies are retroactive to July 1, 2009 from date of ratification and one guide shall be mutually developed.

Secretaries shall receive the same salary increases as received by the teachers, subject to their own base salary numbers set forth in the previously agreed upon 2008-2009 Base Salary guide.

**Schedule A**

**FAIR HAVEN TEACHERS' SALARY GUIDE**

**YEAR 1**

2009-10	Teachers Salary Guide								
	A	B	C	D	E	F	G	H	I
		600	600	1,200	600	600	600	600	1,200
<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>PhD</b>
<b>1</b>	48,386	48,986	49,586	50,786	51,386	51,986	52,586	53,186	54,386
<b>2</b>	48,875	49,475	50,075	51,275	51,875	52,475	53,075	53,675	54,875
<b>3</b>	49,364	49,964	50,564	51,764	52,364	52,964	53,564	54,164	55,364
<b>4</b>	49,853	50,453	51,053	52,253	52,853	53,453	54,053	54,653	55,853
<b>5</b>	50,850	51,450	52,050	53,250	53,850	54,450	55,050	55,650	56,850
<b>6</b>	52,108	52,708	53,308	54,508	55,108	55,708	56,308	56,908	58,108
<b>7</b>	53,671	54,271	54,871	56,071	56,671	57,271	57,871	58,471	59,671
<b>8</b>	55,550	56,150	56,750	57,950	58,550	59,150	59,750	60,350	61,550
<b>9</b>	57,772	58,372	58,972	60,172	60,772	61,372	61,972	62,572	63,772
<b>10</b>	60,227	60,827	61,427	62,627	63,227	63,827	64,427	65,027	66,227
<b>11</b>	63,088	63,688	64,288	65,488	66,088	66,688	67,288	67,888	69,088
<b>12</b>	66,400	67,000	67,600	68,800	69,400	70,000	70,600	71,200	72,400
<b>13</b>	70,218	70,818	71,418	72,618	73,218	73,818	74,418	75,018	76,218
<b>14</b>	74,782	75,382	75,982	77,182	77,782	78,382	78,982	79,582	80,782
<b>15</b>	80,604	81,204	81,804	83,004	83,604	84,204	84,804	85,404	86,604
<b>16</b>	86,425	87,025	87,625	88,825	89,425	90,025	90,625	91,225	92,425

**LONGEVITY**

**SUPER-MAXIMUM INCREMENTS:** After completion of 18, 22 and 26 consecutive years of teaching in Fair Haven, staff shall be eligible for separate, cumulative and permanent \$500 increments. Staff with teaching experience outside of Fair Haven shall be eligible for separate, cumulative and permanent \$250 increments if prior experience (calculated at half credit) and Fair Haven experience (full credit) add up to 18, 22 and 26 years. Under no circumstances may any combination of full and/or partial super-maximum increments exceed \$1,500.

**YEAR 2**

		<b>Teachers</b>								
<b>2010-11</b>		<b>Salary Guide</b>								
		0.00%								
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
			600	600	1,200	600	600	600	600	1,200
<b>Step</b>		<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>PhD</b>
<b>1</b>		48,386	48,986	49,586	50,786	51,386	51,986	52,586	53,186	54,386
<b>2</b>		48,875	49,475	50,075	51,275	51,875	52,475	53,075	53,675	54,875
<b>3</b>		49,364	49,964	50,564	51,764	52,364	52,964	53,564	54,164	55,364
<b>4</b>		49,853	50,453	51,053	52,253	52,853	53,453	54,053	54,653	55,853
<b>5</b>		50,850	51,450	52,050	53,250	53,850	54,450	55,050	55,650	56,850
<b>6</b>		52,108	52,708	53,308	54,508	55,108	55,708	56,308	56,908	58,108
<b>7</b>		53,671	54,271	54,871	56,071	56,671	57,271	57,871	58,471	59,671
<b>8</b>		55,550	56,150	56,750	57,950	58,550	59,150	59,750	60,350	61,550
<b>9</b>		57,772	58,372	58,972	60,172	60,772	61,372	61,972	62,572	63,772
<b>10</b>		60,227	60,827	61,427	62,627	63,227	63,827	64,427	65,027	66,227
<b>11</b>		63,088	63,688	64,288	65,488	66,088	66,688	67,288	67,888	69,088
<b>12</b>		66,400	67,000	67,600	68,800	69,400	70,000	70,600	71,200	72,400
<b>13</b>		70,218	70,818	71,418	72,618	73,218	73,818	74,418	75,018	76,218
<b>14</b>		74,782	75,382	75,982	77,182	77,782	78,382	78,982	79,582	80,782
<b>15</b>		80,604	81,204	81,804	83,004	83,604	84,204	84,804	85,404	86,604
<b>16</b>		86,425	87,025	87,625	88,825	89,425	90,025	90,625	91,225	92,425

**LONGEVITY**

**SUPER-MAXIMUM INCREMENTS:** After completion of 18, 22 and 26 consecutive years of teaching in Fair Haven, staff shall be eligible for separate, cumulative and permanent \$500 increments. Staff with teaching experience outside of Fair Haven shall be eligible for separate, cumulative and permanent \$250 increments if prior experience (calculated at half credit) and Fair Haven experience (full credit) add up to 18, 22 and 26 years. Under no circumstances may any combination of full and/or partial super-maximum increments exceed \$1,500.

**YEAR 3**

2011-12	Teachers Salary Guide								
	A	B	C	D	E	F	G	H	I
		600	600	1,200	600	600	600	600	1,200
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PhD
1	49,787	50,387	50,987	52,187	52,787	53,387	53,987	54,587	55,787
2	50,287	50,887	51,487	52,687	53,287	53,887	54,487	55,087	56,287
3	50,792	51,392	51,992	53,192	53,792	54,392	54,992	55,592	56,792
4	51,282	51,882	52,482	53,682	54,282	54,882	55,482	56,082	57,282
5	51,777	52,377	52,977	54,177	54,777	55,377	55,977	56,577	57,777
6	52,777	53,377	53,977	55,177	55,777	56,377	56,977	57,577	58,777
7	54,027	54,627	55,227	56,427	57,027	57,627	58,227	58,827	60,027
8	55,577	56,177	56,777	57,977	58,577	59,177	59,777	60,377	61,577
9	57,437	58,037	58,637	59,837	60,437	61,037	61,637	62,237	63,437
10	59,507	60,107	60,707	61,907	62,507	63,107	63,707	64,307	65,507
11	62,002	62,602	63,202	64,402	65,002	65,602	66,202	66,802	68,002
12	64,862	65,462	66,062	67,262	67,862	68,462	69,062	69,662	70,862
13	68,122	68,722	69,322	70,522	71,122	71,722	72,322	72,922	74,122
14	71,782	72,382	72,982	74,182	74,782	75,382	75,982	76,582	77,782
15	76,482	77,082	77,682	78,882	79,482	80,082	80,682	81,282	82,482
16	79,522	80,122	80,722	81,922	82,522	83,122	83,722	84,322	85,522
17	82,837	83,437	84,037	85,237	85,837	86,437	87,037	87,637	88,837
18	87,262	87,862	88,462	89,662	90,262	90,862	91,462	92,062	93,292

**LONGEVITY**

SUPER-MAXIMUM INCREMENTS: After completion of 18, 22 and 26 consecutive years of teaching in Fair Haven, staff shall be eligible for separate, cumulative and permanent \$500 increments. Staff with teaching experience outside of Fair Haven shall be eligible for separate, cumulative and permanent \$250 increments if prior experience (calculated at half credit) and Fair Haven experience (full credit) add up to 18, 22 and 26 years. Under no circumstances may any combination of full and/or partial super-maximum increments exceed \$1,500.

**Schedule B**

**POLICY FOR ATTENDANCE COMPENSATION  
UPON SEPARATION FROM THE DISTRICT IN GOOD STANDING**

In order to recognize above average attendance and provide incentive for improvement any teacher who leaves the district in good standing, with twenty (20) years or more of service in the district shall be entitled to attendance compensation which shall be determined in accordance with the appropriate condition calculation described below. Teachers leaving the district in good standing with ten (10) or more years of service in the district but less than twenty (20) shall be entitled to prorated attendance compensation derived as follows:

$$\frac{\text{Years of Service}}{20} \times \text{Condition Calculation}$$

**Condition #1**

Eligible retirees whose percent of sick days not used is fifty percent (50.0%) or higher shall receive attendance compensation derived by multiplying each percentage point and part thereof by \$150.

Example:      Percentage of sick days not used is 78.6%  
                  78.6 X \$150 = \$11,790

Eligible retirees whose percent of sick days not used is less than fifty percent (50%) shall receive attendance compensation derived by multiplying each percentage point and part thereof by the appropriate rate listed below:

40.0% to 49.9%	-	\$50
30.0% to 39.9%	-	\$25
0.0% to 29.9%	-	\$12

Example:      Percentage of sick days not used is 35.2%  
                  35.2 X \$25 = \$880

## **ADMINISTRATION**

To be eligible for attendance compensation upon leaving the district in good standing and having satisfied service requirements a staff member must notify the Superintendent in writing of his/her intent to resign at least six (6) months in advance of the effective date. However, the Board may, in cases of extenuating circumstances, modify time requirements upon written request of the teacher. Failure to meet the advance notice prerequisite shall not result in the forfeiture of an entitlement but may cause a delay in its payment.

Attendance compensation shall be paid to an eligible staff member on the 15th of the month following the effective date of resignation or later if so requested by the teacher. Compensation shall be subject to prevailing State and Federal taxes. If a staff member receives attendance compensation upon resignation and later returns to the district, previous attendance credit will be restored only upon repayment of the compensation.

## **DEATH BENEFIT**

If a teacher dies while employed in the district, his/her attendance compensation shall be paid to his/her estate or beneficiary. Entitlements for employees with twenty (20) or more years of service shall be consistent with prevailing condition calculations. For those with less than twenty (20) years of service, entitlements shall be prorated as follows:

$$\frac{\text{Years of Service}}{20} \times \text{Condition Calculation}$$

**Schedule C**

**SALARY SCHEDULES SECRETARIES**

**2009-2012**

	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
12 Month S	\$39,318	\$39,318	\$40,399
Sp. Serv.	\$36,546	\$36,546	\$37,551
10 Month K	\$30,488	\$30,488	\$31,326
12 Month K	\$43,793	\$43,793	\$44,998
10 Month S	\$29,365	\$29,365	\$30,172

Secretaries reserve the option of going back to a step-guide during the next negotiations.

***Scale for New Staff Hires:***

1-2 years experience	\$30,000.00
2-4 years experience	\$31,000.00
5-6 years experience	\$32,000.00
7 years or more	\$32,500.00

**Service Increments:** Secretaries after completion of 10, 15 and 20 years of work experience in Fair Haven shall be entitled to separate, cumulative and permanent \$350.00 increments.