

COLLECTIVE BARGAINING AGREEMENT
Between the
BOARD OF EDUCATION OF NORTH CALDWELL
And the
NORTH CALDWELL EDUCATION ASSOCIATION
TEACHERS' UNIT
Effective July 1, 2015 through June 30, 2018

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PREAMBLE

THIS AGREEMENT is made and entered into this 1st day of July 2015

BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF NORTH CALDWELL, ESSEX COUNTY, NEW JERSEY, hereinafter referred to as the "Board,"

AND

THE NORTH CALDWELL EDUCATION ASSOCIATION – TEACHERS' UNIT, hereinafter called the "Association."

WITNESSETH:

WHEREAS, pursuant to the requirements of the New Jersey Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.*, agreements reached between public employers and the majority representative of an appropriate employee unit shall be embodied in writing, signed by the authorized representative and filed with the New Jersey Employment Relations Commission; and

WHEREAS, the North Caldwell Board of Education has recognized the North Caldwell Education Association as being the majority representative of the Union of the Board's employees consisting of regularly employed teachers, nurses, librarians, learning disability teacher-consultants, speech therapists, social workers, school psychologists, guidance counselors, ATP (Academic Tutorial Program), and Computer Specialists, hereinafter referred to as "teachers."

NOW, THEREFORE, it is mutually agreed between the Board and the Association as follows:

ARTICLE I - NEGOTIATION PROCEDURE

- A. The Parties agree, if requested by either Party, to enter into collective negotiations over a Successor Agreement, in accordance with N.J.S.A. 34:13A-1 et seq., in a good faith effort to reach an agreement of matters concerned with the terms and conditions of teachers' employment and grievance procedures for employees covered by this Agreement. Written proposals shall be exchanged at a mutually agreed date of the final school fiscal year in which this Agreement shall be in effect. Any agreement so negotiated shall apply to all teachers, be reduced to writing, and be signed by the Board and the Association.
- B. Neither Party in negotiations shall control the selection of the negotiating representative of the other Party. The Parties mutually agree that their representatives shall be authorized to make proposals, consider proposals, and make counter-proposals in the course of negotiation. However, final authority to approve proposals shall rest with the Board and the Association.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so

desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

- D The Board agrees not to negotiate concerning employees in the negotiating unit as defined in the Recognition Article of this Agreement with any organization other than the Association for the duration of this Agreement.

ARTICLE II - TEACHER AND ASSOCIATION RIGHTS

- A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby agrees that those teachers who are covered under this Agreement shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey Laws or other applicable laws and regulations.
- C. Whenever any teacher is required to appear before the Board, or any Committee of the Board concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment, then that teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the teacher during such meeting or interview.
- D. Whenever any representative of the Association or any teacher is requested by the Board or Administration to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, the teacher shall suffer no loss of pay.
- E. The Board shall provide the President of the Association a copy of any Board Policy change. The Board shall be responsible for providing such information to the Association President.
- F. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- G. The Association shall have in each worksite the exclusive use of a bulletin board in lounges, dining rooms, and other appropriate areas. The Association shall also be assigned adequate space on the bulletin Board in the district central office for Association notices.
- H. The Association shall have the right to use the school mailboxes and the district's internal mail delivery system.
- I. The rights and privileges of the Association and its Representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organizations.
- J. The Board of Education will provide each new employee with a copy of the collective bargaining agreement upon signing an employment contract.

ARTICLE III - WORK YEAR

- A. The in-school work year for teachers employed on a ten-month (10) basis shall be 184 teacher days which shall include 180 pupil contact days and the following 4 non-pupil days:

- 1 day before the start of the pupil school year
- 3 days that shall be scheduled at the discretion of the Superintendent to be used for professional development.

In addition to the 184 teacher days as described above, new teachers may be required to attend 2 additional days for orientation provided:

- 1. Days are scheduled immediately before commencement of the school year for orientation.
- 2. Are no longer than 7 hours in length
- 3. Scheduled during normal working hours

- B. Teachers shall be given written notice of their grade, building, room number, and subject (for the succeeding school year) by June 1, of the preceding school year. Any modification of assignments which occurs after June 1, due to unforeseen situations, will be made known to affected personnel as soon as possible. A list of such assignment changes shall be simultaneously sent to the Association.

Compensation for classroom location change within the building shall be fifty dollars (\$50.00). Compensation for classroom location change to another building shall be one hundred dollars (\$100.00).

- C. Two (2) days shall be allotted for attendance at the State Teachers Convention.
- D. Establishment of the school calendar is the responsibility of the Board. Prior to adoption of the school calendar, consideration will be given to recommendations of the Association. Teachers are expected to meet their responsibilities to provide quality education for the pupils in the School District, including extra-curricular school sponsored projects.
- E. Educational program development beyond contractual requirement by those teachers who are recommended for such work by the Superintendent and, when such work is commensurate with their regular employment contract responsibility, shall be paid at the following rate: \$35.00/hr.
- F. There shall be one (1) evening parent conference for all teachers during the fall semester, piggybacked onto the existing afternoon conference.
- 1. Teachers shall be responsible to schedule parent conferences.
 - 2. Parent Conferences shall conclude by 7:30 p.m.
 - 3. Teachers may leave when their conferences have been completed.
 - 4. An administrator must be in the building until the conferences are completed.
 - 5. All specialists must remain in the building at least until 3:30 during the afternoon parent conference session.

ARTICLE IV - TEACHING HOURS

- A. The regular workday for certificated employees shall be seven (7) hours and five (5) minutes Monday through Friday, except the last working day before a holiday or a vacation period in which case the certificated staff employees may leave immediately following student dismissal provided they are not assigned bus duty unless there is some other compelling circumstance that requires their continued presence.
- B. All full time teachers shall be required to report for duty at least ten (10) minutes before the opening of the pupils' school day, and they shall be permitted to leave twenty (20) minutes after the close of the pupils' school day. For delayed openings and adverse weather conditions, teachers will report for duty ten (10) minutes before the opening of the pupils' school day and shall be permitted to leave immediately after the dismissal of students unless there is some other compelling circumstance that requires their continued presence.
- Exception: Teachers on bus duty would be expected to be on duty fifteen (15) minutes prior to the beginning of the student's day.
- All part time teachers may be required to report ten (10) minutes before and/or stay twenty (20) minutes after their scheduled closing day/time.
- C. Teachers shall have a daily, duty-free lunch period not to exceed fifty-five (55) minutes.
- D. Teachers may be required to remain after the end of the pupil workday, without additional compensation, for the purpose of attending, but not limited to: general staff meetings, grade level meetings, departmental meetings, developmental team meetings, curriculum meetings, in-service/training workshops, district faculty meetings, and professional development (review) meetings.

1. Meetings/School Activities

- a. All meetings shall be called by the Superintendent or his/her designee.
- b. Forty-eight hours (48) advance written notice is required, whenever possible.
- c. In no event shall there be more than four (4) such meetings in any one month and no more than one (1) per week.
- d. Staff meetings shall be scheduled on Mondays and shall not be called on any day upon which teacher attendance is not required at school. In the event that school is closed on a Monday due to a scheduled holiday, a staff meeting may be scheduled for Tuesday.
- e. Whenever practicable, agendas shall be distributed to the staff twenty-four (24) hours prior to the scheduled meeting. Teachers shall have the opportunity to suggest items for the agenda.
- f. Staff meetings shall commence no later than ten (10) minutes after student dismissal and shall run no more than forty-five (45) minutes.
- g. Teachers may be permitted to leave a staff meeting early or to be excused from a meeting, only with prior approval of the building principal, at his or her sole discretion.
- h. In an emergency situation, meetings may be called as needed.

- E. Whenever a teacher is assigned by an administrator to supervise his/her own students or the students of another teacher during his/her preparation time, the teacher shall be compensated at a rate of forty dollars (\$40.00) per period, provided that the teacher has not been granted the contractually agreed 200 minutes of prep time within a full week.

Full time teachers shall be granted Preparation Time equal to 200 minutes per week. The Administration shall make a good faith effort to schedule one (1) preparation period per day within the existing resources of the district.

F. Lunch Supervision

1. The Board of Education will utilize lunchroom supervisors for each building from outside the bargaining unit.
 - a. Supervisors will be assigned to the lunchroom and the playground. On inclement weather days, students will be assigned among the supervisors to pre-assigned stations.
 2. In the event that a Board of Education lunch supervisor is absent and the Board is unable to provide a substitute lunch supervisor, such supervision will be provided by certificated staff in the following manner:
 - a. The Board will solicit volunteers from the certificated staff and develop a roster of individuals who will serve as substitute lunch supervisors. A roster listing the volunteers shall be maintained by the Board, shall be posted, and updated as need be. Those individuals listed on the aforementioned roster shall be assigned substitute lunch supervision duties on a rotating basis.
 - b. In the event an insufficient number of substitute lunch supervisors is available, the Board shall fill the substitute lunch supervisor position through a building reverse seniority list on a rotating basis. A seniority list shall be maintained by the Board, shall be posted next to the volunteer roster, and updated as need be. First (1st) year teachers shall be exempt from the substitute lunch supervisor roster.
 - c. Certificate staff shall be paid at the rate of \$30.00 per period for substitute lunch supervision.
- G. When there is a delayed opening at 10:30 a.m., teachers' lunch shall be thirty (30) minutes.

ARTICLE V - TEACHER EMPLOYMENT

- A. Upon initial employment, and at the discretion of the Board, full credit may be given on the Teacher Salary Schedule for previous full-time outside teaching experience in duly accredited schools. Consideration will be given for United States Military Service in accordance with federal and state statutes.
- B. All new teaching staff employees of the Board are considered to be probationary for a maximum period of four (4) years.
- C. Separation of non-tenured teaching staff employees may be enacted by a notice in writing sixty (60) days in advance of separation initiated by the employee or the Board. Resignation

of tenured teaching staff may be initiated by such persons by a sixty (60) day notice in writing to the Board.

- D. Non-tenured teachers shall be notified in writing of their contract status for the ensuing year no later than May 15.

ARTICLE VI - SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part thereof.
- B. Advancement on the guide is not automatic and is dependent upon a favorable supervisory evaluation and recommendation by the Superintendent. In order to be eligible for an increment for the following year, a teacher must be employed prior to February 1 of the preceding year.

A teacher under tenure, and not doing satisfactory work, shall be notified by March 31, in a conference with the Principal of the school building and subsequently by the Superintendent. If necessary, a final conference with the Board may be arranged. If the situation does not improve, a final conference shall be held to notify the teacher of the Board's intent.

- C. Effective July 1, 2010, salary recognition for advanced study shall be granted as outlined in the salary guide. An official transcript showing satisfactory completion of course credits on the graduate level beyond the BA, BS, or MA must be presented to the Superintendent prior to the time contracts are offered. If advanced studies are not completed by that time, but are to be completed prior to the opening of the ensuing year, an Amendment to the contract will be executed to grant recognition of such studies. Presentation of an official transcript showing satisfactory completion of course work, however, must still be presented. All required documentation for salary recognition of advanced study must be presented to the Superintendent by February 1 for mid-year advancement and September 1 for September advancement.

D.

1. Effective July 1, 2010, any teacher enrolled in a graduate course at a NJ accredited college or university may be reimbursed at the Rutgers's 2010 spring tuition rate. Teachers may seek reimbursement for up to twelve (12) credits from July 1 through June 30, with no more than six (6) during the school year. Advance approval of the Superintendent prior to the beginning of the first class is required. Teachers must successfully complete the course requirements with a minimum grade of "B" or its equivalent in order to receive credit and reimbursement.

Multi-Media courses shall be considered but must have prior approval of the Superintendent for credit and reimbursement.

2. The total amount available for tuition reimbursement in any one year shall be as follows:

2015-16: \$37,500.00

2016-17: \$37,500.00

2017-18: \$37,500.00

3. Teacher Reimbursement:
 - a. The submission deadline for tuition reimbursement for summer and fall courses shall be January 31.
 - b. The submission deadline for tuition reimbursement for spring courses shall be May 31.
 - c. Teachers shall be reimbursed by March 1 for summer and fall courses at the rate of 50% of reimbursement due.
 - d. Teachers shall be reimbursed by June 30 for spring courses at a rate of 50% of reimbursement due.
 - e. In the event that there are insufficient funds available for 100% reimbursement, total reimbursement for the year shall be pro-rated among all teachers who took courses throughout the year. The pro-rated calculation shall be as follows: the total amount of available funds divided by the total number of credits approved will determine the per credit reimbursement amount.
 - f. Once all of the deadlines above are met by participants, if there are funds available above the 50% reimbursement rate, the additional funds shall be prorated and paid to those from whom it was withheld no later than June 30th
 - g. Administration will provide to the Association a reconciliation of approved courses/credits in September for the summer semester, in December for the fall semester, and in February for the spring semester.
 - h. Tuition reimbursement will be provided only for courses or degrees related to the employee's current or future job responsibilities as determined by the Superintendent or Designee.
 - i. Teachers' column movement on the salary guide will be based only upon credits completed for courses or degrees related to their current or future job responsibilities.

H. Representation Fee

1. Purpose of Fee - If an employee does not become a member of the Association during any membership year (i.e., September 1 to August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association 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.
2. Amount of Fee/Notification - At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law and shall not exceed 85% of the Association's regular membership dues.

3. Demand and Return System: the Association represents that it has established a demand and return system and that the Association has informed each employee in the unit who is not a member of the Association of the establishment of the demand and return system and his or her right to demand and receive a return of any part of the fee paid by the non-member for any of the reasons set forth in N.J.S.A. 34:13A-5.6(c).
4. Deduction and Transmission of Fee
 - a. Notification - On or about October 1 of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
 - b. Payroll Deduction Schedule - The Board will deduct from the salaries of the employees referred to in Section H.1. the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
 - c. Mechanics - Except as otherwise provided in this section, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
 - d. Changes - The Association will notify the Board in writing of any changes in the list provided for in Paragraph A above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice.
 - e. New Employees - On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, Social Security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.
5. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for court expenses and reasonable attorney fees that may arise out of, or by reason of any action taken by the employer in conforming to this provision.

ARTICLE VII - TEACHER EVALUATION

- A. Observations and evaluations shall be consistent with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACH NJ). N.J.S.A. 18A:6-117 et al.
- B. Observation and evaluation reports written by the principal or other administrator are filed in the teacher's permanent record folder in the Central Office, after the teacher has been given a copy of the report and has affixed his/her signature to all copies to indicate he/she has reviewed the material in the report. Copies of all observation and evaluation reports are forwarded to the Superintendent.
- C. Signing the report in no way indicates agreement with its contents. Teachers shall have the right to prepare comments in regard to observation and evaluation reports, which shall be

submitted within fifteen (15) days. Said comments shall be attached to all copies of the report.

- D. Prior to the granting of tenure, evaluations and conferences between the teacher and his/her Building Principal or other administrator will be held at least three (3) times a year.
- E. Upon achieving tenure, an evaluation and a conference between the teacher and his/her Building Principal will be held at least once a year. In the absence of formal entries into the permanent record file, a tenured teacher may assume that his/her performance is fully satisfactory and he/she is eligible for any and all benefits dependent upon satisfactory performance.
- F. Principals shall make every effort to apprise teachers of any complaints made to them regarding a teacher by any parent, or other adult, which do or may negatively/adversely influence the evaluation of a teacher. The Principal shall meet with the teacher to attempt to resolve the matter informally.

Any question or criticism by a supervisor, administrator, or Board member of an employee's performance/instructional methodology shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.

Any complaints made to an administrator by any parent, student, or other person which might adversely affect the teacher's employment shall be made known to the teacher by the administrator.

In each case, the administrator shall meet with the teacher to apprise him/her of the full nature of the complaint and an attempt shall be made to resolve the matter.

- G.
 - 1. There shall be a standardized evaluation form that sets the criteria for teacher evaluation. Said form shall be developed by a committee consisting of teachers and administrators.
 - 2. Every teacher shall have his/her observation conference no more than ten (10) work days after the observation and his/her observation report no more than five (5) work days after the conference.
- H. Every effort shall be made by the appropriate Administrator to help the teacher if there is evidence of the need for such assistance. Evidence of unsatisfactory performance shall be brought to the teacher's attention and the teacher shall be given time for improvement.
- I. Upon request, teachers may review the contents of their permanent record file and make copies of any part of it in the presence of appropriate Administrator or designee. Teachers seeking to review their file must make a prior appointment with the Superintendent's Office.

Nothing of a disciplinary nature shall be placed in a teacher's personnel folder unless he/she has been provided with a copy by the appropriate administrator. The teacher, upon request, shall have an opportunity to discuss said materials with the appropriate administrator.

ARTICLE VIII - SICK LEAVE

- A. All full-time teachers employed by the Board shall be entitled to ten (10) sick leave days each year. Unused sick leave days shall be accumulated in accordance with New Jersey Statutes.

Effective July 1, 2009, the calculation for determining the number of sick days a part-time employee has will be $N/5 * 10$ where N equals the number of days worked. The length of the sick day will be equivalent to the part-time employee's workday.

- B. Additional sick leave may be granted above ten (10) days per year with specific Board approval in accordance with N.J.S.A. 18:30-6. In cases where individuals exceed accumulated sick leave, salary adjustments shall be determined by the Board on the individual merits or each case, such as:

1. No salary deduction
2. Deduction of substitute's salary
3. 1/200th of individual's salary for each 10-month employee

- C. Teachers may be required to provide a doctor's certificate identifying the illness, the inability of the teacher to report for work, and the period of sick leave.

- D. Teachers shall be given a written accounting of accumulated sick leave days by September 15.

- E. Teachers who have worked full time or part time, or both, for the North Caldwell School District for fifteen (15) years or more and who have accumulated 100 or more days shall be paid for unused sick days upon retirement or resignation at the rate of \$100.00 per day for the life of this agreement. Teachers will be reimbursed up to a maximum of 200 days.

Teachers who have worked full time or part time, or both, for the North Caldwell School District for fifteen (15) years or more and who have accumulated from 1 to 99 days shall be paid for unused sick days, upon retirement or resignation at the rate of \$75.00 per day for the life of this agreement. Teachers will be reimbursed up to a maximum of 99 days.

Effective July 1, 2009, part-time employees shall have their accumulated sick leave converted to full-time equivalency (i.e., twenty (20) days at 1/2 pay = ten (10) days at full-time) for the purposes of payment for unused sick days.

- F. Teachers shall receive payment for unused sick time in equal installments over no more than three years.
- G. In the event that the employee dies while employed in the district, his/her estate shall be paid the unused sick leave reimbursement as though the employee had terminated his employment on the date of death.
- H. In the event that the retiree deceases prior to receiving total reimbursement for unused sick leave, his/her estate shall be paid the remainder of the reimbursement for unused sick leave.

ARTICLE IX - TEMPORARY LEAVE OF ABSENCE

- A. This clause shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the School System. The days for leave at full pay stated below shall be for each school year, and no unused days shall be accumulative for use in another year. Prior approval of the Superintendent is necessary.
- B. Death in the Immediate Family - An allowance of up to five (5) days shall be granted. Immediate family shall be considered: father, mother, spouse, child, brother, sister, grandfather, grandmother, father-in-law, mother-in-law or any member of the immediate household.
- C. Serious Illness in the Immediate Family - An allowance of up to two (2) days shall be granted. (Immediate family same as above.)
- D. Death of Other Relative or Close Friend - An allowance of two (2) days shall be given.
- E. Other Emergencies of a Personal Nature -
1. Personal days may not be taken before or after vacations or long weekends containing three or more work days, without prior approval of the Superintendent or his/her designee, at his or her sole discretion.
 2. An allowance of up to three (3) days leave with prior approval of the Superintendent or his/her designee for any of the following reasons:
 - a. Recognition of a religious holiday
 - b. Court subpoena
 - c. Marriage of employee or marriage of an immediate family member
 - d. Personal business which cannot be handled outside of school hours
 - e. Any other emergency or urgent reason not included in (1) to (4) above, if approved by the Superintendent of Schools or his/her designee.
 3. Part time teachers who work in excess of one-half (1/2) of a full schedule shall be entitled to two (2) personal emergency days per year. Part time teachers who work one-half (1/2) of a full schedule or less shall be entitled to one (1) personal emergency day per year.
 4. Any unused personal days shall be converted to sick leave and shall accumulate as sick days.
- F. For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Superintendent of Schools on the appropriate forms.
- G. The Superintendent or his/her designee may grant exceptions to this clause in special situations; however, such exception shall not be deemed past practice.

ARTICLE X - EXTENDED LEAVES OF ABSENCE

A. CHILD-REARING

The Board of Education shall grant child-rearing leave without pay in accordance with the following procedure:

1. All initial applications for and applications for extensions or reductions of child-rearing leave shall be made in writing to the superintendent.
2. Any teacher intending to apply for child-rearing leave shall advise the Superintendent of the fact of her pregnancy and/or of her/his prospective plans for taking childrearing leave and the best estimate of when the child-rearing leave will commence and terminate. The teacher shall request child-rearing leave of the Superintendent in writing at least sixty (60) days prior to the date the leave is to commence.
3. The request for child-rearing leave shall specify the date when the teacher wishes the leave to commence and terminate.
4. Child-rearing leave shall be granted for a period of up to the end of the academic school year in which the child-rearing leave commenced and an additional year shall be granted upon request of a teacher under tenure or who has received a tenure year contract. A teacher on child-rearing leave shall notify the Board in writing of the intention to return to the district by March 15th of the school year preceding the school year in which the teacher wishes to return to the district. Failure by a tenured teacher to properly notify the Board shall be an indication that the employee does not plan to return for the following year.
5. Any teacher who has applied for and received child-rearing leave may reapply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board, at its sole discretion.
6. No teacher on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the school district in the area of her/his certification or competence.
7. Time spent on child-rearing leave of absence shall not count towards salary guide placement experience, seniority, sick leave accumulation, etc.
8. A teacher receiving child-rearing leave shall not accept full-time employment in the teaching field. This provision shall cease to be operative at such time as the teacher shall have been denied her/his request under Paragraph 5.
9. Adoption - Any teacher adopting an infant may receive a leave similar to child-rearing leave which shall commence upon receiving a de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption.
10. Reemployment of non-tenured teachers shall be at the option of the Board in all cases, and the Board is not required to continue employment of a non-tenured

pregnant teacher beyond the year in which the leave is taken. The child-rearing leave period shall not be counted for tenure purposes, however, the disability period before and after the maternity shall count towards tenure.

11. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 *et seq.*, The Law Against Discrimination, nor in violation of the Constitution of the State of New Jersey and the United States.

B. MATERNITY DISABILITY

1. The Board shall grant sick leave for the period of actual disability associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leave of absences for illness or medical disability. The pregnant teacher will be entitled to her annual and accumulated sick leave, with pay, during the period of absence due to her actual disability, verified by physician's note.
2. Any pregnant teacher who does not elect to take a child-rearing leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when she is physically able.
3. The Board may require a teacher during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which a teacher is assigned.
4. No teacher shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return. Certification from her physician that she is medically able to resume her duties must be presented to the Board.
5. Nothing stated herein is intended to restrict the right of the Board to discipline any pregnant teacher for any cause not related solely to her pregnancy.
6. The Board has the right to remove any pregnant teacher from her daily duties on any one of the following criteria:
 - a. Her teaching performance substantially declines from the period preceding pregnancy.
 - b. Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if the pregnant teacher fails to produce a physician's certificate that she is medically able to continue/teaching.

C. MILITARY LEAVE:

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States in accordance with the Statutes.

In accordance with N.J.S.A 18A:29-11, a teacher, upon return from military leave, shall be placed on the salary schedule at the level which he/she would have achieved had he/she

remained actively employed in the school system during the period of absence, except that no employee shall be credited with more than four (4) employment or adjustment increments.

D. SABBATICAL LEAVE:

A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, or for travel which is of value to the School District, subject to the following conditions:

1. The teacher must have completed at least ten (10) years, exclusive of military service, in the North Caldwell School District.
2. The number of teachers on sabbatical leave at any one time shall be limited to one (1) per year. Leave shall be for a maximum of one (1) school year, commencing September 1, in the year for which the application is approved.
3. All sabbatical leaves shall require the recommendation of the Superintendent and the approval of the Board.
4. Requests for sabbatical leave must be submitted in writing to the Superintendent no later than November 1, and action must be taken no later than February 1, of the year preceding the school year for which the leave is requested. The Board reserves the right to grant exceptions.
5. A teacher on sabbatical leave for a full year shall be paid at fifty percent (50%) of his/her salary rate in effect at the time of commencement of leave. The salary paid shall be contingent upon continuation of the proper course of study with passing grades. Should the teacher on leave terminate his/her study at any time he/she must immediately notify the Board of this action and the salary arrangement will be terminated.
6. While on sabbatical leave, the teacher will retain seniority rights, teacher retirement rights, health insurance and pension benefits as if he/she were in regular employment.
7. The teacher shall submit a written report within one (1) month of return, along with a transcript of his/her credits if applicable.
8. A teacher granted a sabbatical leave must agree in writing to continue working in the School System for two (2) years following return or will reimburse the school system the total salary and health benefits paid during the period in which the sabbatical leave was taken, unless injury or disability occurs which prevents the employee from returning to work.

Disability must be documented by the employee, although the Board shall have the right to obtain its own assessment of disability at its own expense.

In case the employee becomes deceased, the estate has no obligation under this provision.

9. Study must be a full time program for one (1) year without compensation from the institution being attended. It may not include an arrangement whereby the student is paid and therefore would not be able to fulfill a full time status as a student.

E. OTHER LEAVES:

Other leaves of absence without pay may be granted by the Board for good reason, for example, to care for a sick member of the teacher's immediate family.

F. GENERAL:

1. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the School System during the period of absence.
 2. Time spent on leave(s) shall not count toward the fulfillment of the time required for acquiring tenure.
 3. A teacher shall not receive increment credit for time spent on leave granted pursuant to Paragraph A - Child Rearing, or Paragraph E - Other Leaves, of this Article.
 4. All contractual 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 his/her return.
 5. All extension or renewals of leave shall be applied for in writing.
- G. The Board shall grant leaves in accordance with the State and Federal Family Leave Acts.

ARTICLE XI - PROMOTIONS

- A. Promotional positions are positions paying salary differential but excluding extracurricular activities and positions for which a stipend is paid and/or positions on the administrative-supervisory levels of responsibilities. All vacancies in promotional positions shall be adequately publicized by the Superintendent in accordance with the following procedures:
1. When school is in session, a notice shall be posted in each school as far in advance as practical, but at least fifteen (15) days before the final date when applications must be submitted.
 2. A copy of said notice shall be given to the Association President at the beginning of posting.
 3. All applications shall be submitted in writing to the Superintendent within the time limit specified in the notice.
 4. A new application shall be submitted by an interested teacher whenever a promotion becomes available.
 5. The Superintendent shall advise all employees individually by regular mail of any available promotional positions during the summer. Teachers shall submit summer addresses (if different) to the Superintendent's office prior to June 30th.

- B. The Superintendent shall advise all employees individually by regular mail of any instructional or stipend positions during the summer. Teachers shall submit summer addresses (if different) to the Superintendent's office prior to June 30th.
- C. The Board agrees to review the professional background, attainments and other relevant factors of all applicants. Due consideration shall be given to qualified teachers already employed by the Board. The Board's decision in filling a promotional vacancy is not subject to the Grievance Procedure.

ARTICLE XII - TRANSFERS AND REASSIGNMENTS

- A. No later than May 1st of each school year, the Superintendent shall post in all school buildings a list of the known vacancies which shall occur during the following school year.
- B. Teachers who desire a change in grade and/or subject assignment or who desire transfer to another building may file a written statement of such desire with the Superintendent not later than May 15.
- C. As soon as practical, but no later than June 1, the Superintendent shall notify all teachers who have been reassigned or transferred and the nature of such reassignment or transfer, in response to their written request.
- D. A transferor reassignment shall be affected by a meeting between the teacher involved and the Principal. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, a meeting with the Superintendent shall take place. The teacher may, at his/her option, have an Association representative present at such meeting. The Board's decision in matters of assignment is not subject to the Grievance Procedure.

ARTICLE XIII - HEALTH CARE INSURANCE

The Board shall provide the health care insurance protection designated below:

A. HEALTH CARE INSURANCE:

- 1. Effective July 1, 2010 all employees not in the POS plan will be moved to the current POS plan or its equivalent. The Board of Education will provide coverage to all full-time employees covered by this Agreement, their spouse, civil union partner and dependents. Documentation of a civil union shall be provided to be eligible for health benefits. The Board may at its sole discretion offer a high deductible plan which may be selected voluntarily by employees.

Effective June 30, 2010, the Traditional Health Plan will no longer be available to any employee.

- a. The Board shall pay 100% of the cost of individual coverage for all employees who choose to participate in the group plan minus employee contributions established by P.L. Chapter 78. Should Chapter 78 be repealed during the term of the Agreement,

employees shall continue to make contributions in accordance with the following schedule:

1. If appealed during 2012-2013, employees would make contributions at the 2012-2013 rate for the term of the Agreement
 2. If appealed during 2013-2014, employees would make contributions at the 2013-2014 rate for the term of the Agreement.
 3. If appealed during 2014-2015, employees would make contributions at the 2014-2015 rate for the term of the Agreement.
 4. If Public Law 211, Chapter 78 is repealed during the term of the Agreement. All contributions would conclude on June 30, 2015, unless prohibited by law, contributions would be the subject of negotiations on the successor agreement.
- b. The Board will further pay 100% of the additional premium of the appropriate family type coverage for those individuals who choose to enroll their dependent spouse and/or dependent children in the group plan.
2. The individual employee shall be responsible for completing and filing application forms to insure confidentiality of the claim.
 3. The Board shall provide each new employee with a description of the health care insurance coverage at the beginning of each school year. Whenever an agreement has been made to change the terms of coverage, all employees should receive at the beginning of the school year a description of the new coverage.
 4. Retired employees, who have not deferred their retirement, under P.L. 1987 Chapter 386 may have the option of remaining in the Board provided Point of Service Plan as or its May 1, 2010 equivalent on the terms detailed in the policies and agreed upon by the Board and the employee, but the expenses of the premiums are to be paid by the retired individuals.
 5. Employees on extended leave may have the option of remaining in the Board provided Point of Service Plan or its May 1, 2010 equivalent but the expenses of the premiums are to be paid by the individual on leave.

B. PRESCRIPTION DRUG INSURANCE:

The Board will pay 100% of the cost of individual coverage for all teachers who choose to participate in the Health Prescription Drug Plan or its equivalent to the current level of benefits provided by the District on May 1, 2010. Additionally, the Board will pay 100% of the cost of family coverage for all teachers who choose to participate in the District's Prescription Drug Plan or its equivalent.

Prescription Co. Pay - \$30.00 for brand and \$20.00 for generic retail and mail-order

C. **DENTAL PLAN:**

Board pays 100% of costs for employees only.

- D. Teachers who separate from the District for any other purpose shall be entitled to maintain benefits at his/her own expense in accordance with the terms of the Consolidated Omnibus Budget Reconciliation Act.

E. **HEALTH BENEFITS "OPT OUT"**

An employee who has health benefit coverage through a spouse or from another source and who can demonstrate same to the Business Administrator, may elect to forego all or a portion of his/her health benefit coverage for a full school year and receive a cash payment of twenty-five percent (25%) of the premium savings to the Board of Education, not to exceed five thousand dollars (\$5,000), on June 30th of the school year. Said payment will not be considered salary, nor will it be considered pensionable. The Board shall establish an IRS Section 125 plan. The individual unit member shall be responsible for any tax liability. The employee shall complete the forms by which an employee shall waive coverage and apply for payment. (See attached Waiver of Health Benefits form)

An employee who has waived all or a portion of his/her health benefit coverage will be allowed to restore such coverage on an immediate basis, without the necessity of a health questionnaire for the employee or his/her family members, in the event of a hardship or change of life event.

Reentry into all health benefit coverage for reason of hardship or change of life applies only in the following situations which result in the loss of health benefits coverage through the employee's spouse or other source:

Termination of employment (proof of termination of benefits required)

Legal Separation (a copy of decree is required)

Group contract/policy terminated (proof of termination of benefits required)

Disability of spouse which eliminates benefits (proof of termination of benefits required)

Divorce (a copy of the decree is required)

Death of Spouse (a copy of death certificate is required)

Military Discharge (a copy of DD214 is required)

In addition, any employee who has waived all his/her health benefit coverage may automatically restore his/her coverage by applying during the open enrollment period during any school year. The reinstatement date under such conditions will be April 1. It will not be necessary for any employee or his/her family members to complete a Statement of Health (proof of insurability) to restore coverage during the open enrollment period.

**ARTICLE XIV - PROFESSIONAL DEVELOPMENT
AND EDUCATIONAL IMPROVEMENT**

The Board encourages professional growth by all staff members. In accordance with N.J.A.C. 6:11-13, the Association and the Board pledge to cooperate through the Local Professional Development Committee(LPDC) in forming the district professional development program in accordance with the standards established by the State Professional Teaching Standards Board and Commissioner of Education.

A. IN-SERVICE COURSES:

1. It shall be the responsibility of the Superintendent, with the assistance of the LPDC, to recommend in-service courses to the Board.
2. A summary of each Board-sponsored in-service course and a statement of salary guide credit to be awarded shall be submitted to the staff by the Superintendent

B. In-Service Credits for Placement on the Salary Guide

In-service credits are defined as credits gained toward advancement on the salary guide through the participation in professional courses or professional workshops which are not ordinarily recognized by a college or university for graduate credit. In-service credits will be granted to teachers covered within this agreement only after the following criteria have been met:

1. It is the responsibility of the teacher to submit, in writing, at least fifteen (15) teacher work days before the respective in-service course is offered, a written request, along with a summary of course overview provided by the sponsoring agency, to the Superintendent of Schools for approval/disapproval.
2. The Superintendent's determination of in-service credit shall be based on the following:
 - a. the course must be related to the staff member's assignment
 - b. the number of hours of actual class instruction for each in-service credit hour earned using a ratio of 15:1 (no less than a 7.5 hour course will be eligible for 1/2 credit)
 - c. a teacher may take a course only once for in-service credit
 - d. The fact that a course was approved for salary guide credit prior to the adoption of this provision shall not be a precedent for such credit if it does not meet the criteria in this provision.
3. The teacher will be required, within fifteen (15) days following the last class/meeting of the in-service course, to submit to the Superintendent, in writing, a comprehensive summary of at least 400 words of the in-service course detailing the scope of the subject matter, the relevance to the teacher's assigned instructional duties, and specifically how children will benefit from the in-service course.

4. No teacher will be allowed credit for more than two (2) in-service credits in an academic year.
5. Application for advanced salary recognition must be made in writing to the Superintendent by February 1 for mid-year advancement and September 1 for September advancement.
6. A teacher may be exempt from participation in an in-service course upon receiving permission from the Superintendent. In-service courses during non-compensable time shall be voluntary.
7. Teachers shall have the opportunity to use professional days attend workshops with the approval of the Superintendent.

C. STAFF DEVELOPMENT WORKSHOPS:

1. It shall be the responsibility of the Superintendent in cooperation with the Local Professional Development Committee to arrange staff workshops to meet the educational goals of the District.
2. Suggestions for workshops can be initiated by the Association, the Local Professional Development Committee and the Administration.

D. SUMMER PROGRAMS FOR PROFESSIONAL DEVELOPMENT:

Courses/Workshops attended by teachers under A or B which are attended during compensable time or are paid for by the Board but not offered or sponsored by the Board are not eligible for in-service credit on the salary guide.

E. MENTORING

1. All mentoring opportunities shall be posted.
2. No one shall mentor during a year in which at leave of absence for the mentor is anticipated.

F. District-Run Professional Development

Teachers shall be paid \$25.00 per hour for district-run professional development completed outside the work day/work year. Participation in district-run professional development scheduled outside the work day/work year shall be voluntary.

ARTICLE XV - GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" shall mean a claim by a teacher or the Association concerning an interpretation, application or violation of this Agreement, policies or Administrative decisions affecting teachers' terms and conditions of employment.
2. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days from the date the alleged improper action first occurred.

3. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with an appropriate member of the Administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

B. PROCEDURE

LEVEL ONE:

Any teacher with a grievance shall submit it in writing to his/her principal (or immediate supervisor) either directly or through the Association's designated representative in an attempt to resolve the matter at this level. The Principal shall have ten (10) teacher working days to reach a decision and to communicate it in writing to the grievant and to the Association.

LEVEL TWO:

If the grievance is not satisfactorily adjusted under the provisions of Level One above, the teacher may appeal the grievance by submitting it in writing, within ten (10) teacher working days after the decision at Level One above, to the Superintendent of Schools. The Superintendent of Schools shall have ten (10) working days to reach a decision and to communicate it in writing to the grievant and to the Association.

LEVEL THREE:

If the grievance is not satisfactorily adjusted under the provisions of Level One and Two above, the teacher may appeal the grievance, within ten (10) working days after the decision at Level Two above, by requesting a review of the Board of Education. Such request -shall be made in writing through the Superintendent of Schools, who shall attach all related documents and forward the request to the Board. The Board shall have thirty (30) days to reach a decision and to communicate it in writing to the grievant and to the Association.

LEVEL FOUR

If the grievance is not resolved satisfactorily under the provisions outlined in Levels One through Three above, the grievance may be submitted to the New Jersey Public Employment Relations Commission for advisory arbitration.

C. MISCELLANEOUS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. Failure to process a grievance to the next level of the procedure within the specified time limit shall be deemed as a waiver of further appeal.
2. All documents, communications and records dealing with the 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.

3. All meetings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.
4. Time limits at any level of the procedure may be waived by mutual written consent. However, such waivers will set no precedents for future waivers of time limits.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or application shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. 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 of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex; domicile, marital status, sexual orientation or family relations.
- D. Copies of this Agreement shall be printed within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- E. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the
- G. Employees authorized to use their personal vehicles as part of their assigned duties shall be reimbursed at the OMB mileage rate upon submission of previously authorized vouchers. No employee of the District shall use any form of travel at the expense of the Board without expressed prior written approval of the Superintendent and the Board of Education..
- H. The Board shall make available in each building a telephone which may be used by teachers for private conversation. The telephone lines available for teachers will be toll restricted to the 201, 908, and 973 area codes.

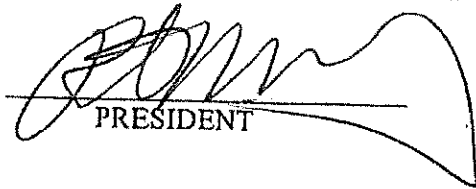
ARTICLE XVII - DURATION OF AGREEMENT

THIS AGREEMENT shall take effect July 1, 2015 and shall continue in full force and effect without change until June 30, 2018, except in the case of any mutually agreed upon amendments hereto, which amendments shall be embodied in writing and signed by both Parties.

THIS AGREEMENT incorporates the entire understanding of the Parties on all matters which were or could have been the subject of negotiation, and during the terms of the Agreement neither Party shall be required to renegotiate with respect to said matters for the period covered herein.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized officers of the date and year aforesaid.

FOR THE NORTH CALDWELL BOARD OF EDUCATION


PRESIDENT

 9/2/15
SECRETARY DATE

FOR THE NORTH CALDWELL EDUCATION ASSOCIATION

Patricia Currie
PRESIDENT

Patty Alicandri Sept. 2, 2015
NEGOTIATIONS CHAIRPERSON DATE

APPENDIX A

WAIVER OF HEALTH BENEFITS

Employee's Name:

_____ printed

I hereby certify that I am waiving my health benefits coverage under: [check appropriate level and coverage]

_____ single _____ husband/wife _____ the district's medical benefit plan
_____ family _____ parent/child _____ the district's dental coverage
_____ the district's prescription coverage

This waiver is in effect for the one (1) year period July 1, _____ through June 30, _____.

In return, the Board has agreed to reimburse me at the stated contractual amount [see Article XIII, Section E], payable on June 30th of the next academic year and subject to all appropriate deductions. This payment is not to be considered a salary payment and, as such, is not pensionable. I understand that I am responsible for any additional tax liabilities on this money.

I further certify that I understand and agree that my waiver of the foregoing benefits is of my own volition and is not based upon any representations by either the North Caldwell Board of Education or the North Caldwell Education Association other than the monetary reimbursement. I agree to hold both the Board and the Association harmless with regard to any adverse results of my voluntary and informed waiver of the foregoing benefits.

I understand that I may revoke this waiver prior to the expiration date shown above only under the following hardship circumstances and subject to the terms of the agreement:

Termination of employment of person with benefits (proof of termination of benefits required)
Legal Separation (copy of decree required)
Group contract/policy terminated of person with benefits (proof of termination required)
Disability of spouse which eliminates benefits (proof of termination of benefits required)
Divorce (copy of decree required)
Death of Spouse (copy of death certificate required)
Military Discharge (copy of DD214 required)

Should I revoke the foregoing waiver based upon one of the foregoing reasons, I understand that the reimbursement to which I am entitled shall be pro-rated based upon the period of time I am not covered by the district's benefit plans.

I further understand that I may restore the benefits for which I am eligible during the next open enrollment period. Such benefits would commence on July 1st of the next academic year.

Signed: _____
Employee

Date: _____

Witness: _____
Board Secretary/Business Administrator

Business Administrator verification of
other health benefit coverage:

Company: _____
B.A Initials: _____

Date: _____

[Two (2) original copies of this waiver shall be signed. The employee shall keep one and the other shall be placed in the employee's personnel file. The opt-out form shall be re-submitted during the annual open enrollment period should the employee seek to remain out of the plan(s). Failure to file during the open enrollment period will result in re-enrollment in the plan(s) effective July 1st of the next plan year.]

APPENDIX B

INCENTIVE PLAN CONCEPTS

1. **Which employees are eligible for this incentive?** Employees who are eligible to receive any enrollment level above single for any of the insurances under Article 20, A., B. and/or C.
2. **Is the Incentive Plan voluntary?** Yes. No employee must participate if she or he chooses not to do so.
3. **What is the purpose of the Plan?** The purpose of the plan is to encourage eligible employees to waive unnecessary duplicate family coverage.
4. **What is the "Incentive" portion of the Plan?** Employees who are eligible for any enrollment and who waive all coverage for any of the three types of insurance for a full calendar year shall receive the percentage set forth in Article XIII, E.
5. **May an employee waive only one type of insurance and not others?** Yes.
6. **May an employee who has no other health/hospitalization coverage waive the health/hospitalization coverage?** No. Such a waiver will not be allowed. An employee waiving coverage under A. (health/hospitalization) must provide proof of alternative coverage or the waiver will not be allowed.
7. **May an employee who has no other dental or prescription coverage waive any or all of those coverages?** Yes.
8. **If an employee waives coverage, may he/she re-enroll?** Yes, but only at the open enrollment periods, subject to carrier rules. The only exception is that if a spouse's health/hospitalization coverage (Article 20, A.) is terminated during an insurance year, the employee may re-enroll immediately in the District's plan. If such re-enrollment occurs during the insurance year, no incentive payment will be made to the employee for that year.
9. **What happens to the waiver payment if the employee re-enrolls on other than a January 1st?** No incentive payment will be made for that insurance for that year.
10. **If an employee waives coverage for an entire year, may he/she re-enter the plans on the next open enrollment date?** Yes.
11. **When do employees receive their incentive payment?** The payment shall be made upon the close of the calendar year in which the waiver occurs.
12. **How does an employee sign up for this Plan?** Each potentially eligible employee will receive a form from the administration. It will contain a final return date and waiver of coverage, and will specify the incentive payment which will be received.
13. **Are there any other matters which the parties must attend to with respect to this issue?** Yes. In order, to protect all employees from Federal and State taxation of existing benefits if this plan is in effect, the District is setting up a Section 125 account. Note that employees who receive such a waiver incentive are subject to normal Federal and State withholding on such payment.

SCHEDULE A - EXTRA-CURRICULAR ACTIVITIES

Activity

3 rd Grade Parent Orientation	\$35.00/hr/teacher
Camp Participants	\$1000.00/teacher
Yearbook Advisor	\$800.00
Honor Choir	\$750.00

SIDEBAR AGREEMENT

Between

NORTH CALDWELL BOARD OF EDUCATION ("Board")

and

NORTH CALDWELL EDUCATION ASSOCIATION ("Association")

WHEREAS, the Collective Bargaining Agreement ("CBA") by and between the Board and Association at Schedule A sets forth a list of extra-curricular activities; and

WHEREAS, the parties have agreed to amend the CBA by adding "Teacher in Charge" as an activity included in Schedule A – Extra-Curricular Activities;

NOW THEREFORE, the parties agree as follows:

1. The Board and Association agree to amend the CBA by adding "Teacher in Charge \$800" as an activity included under Schedule A of the CBA.
2. The parties agree that this Agreement is not precedent setting and shall not be referred to or relied upon by either party as the basis for any past, present or future claim.

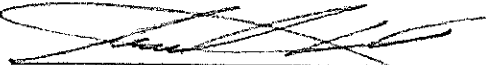
IN WITNESS WHEREOF, the parties have executed this Sidebar Agreement by their duty authorized officers.


North Caldwell Board of Education

North Caldwell Education Association


Robert Kessler President


David Miller President


Secretary


Stephanie Wozniak Secretary

Dated: 6/25/13

Dated:

Guide Movement

2014-15		2015-16		2016-17		2017-18
Step		Step		Step		Step
1	↘	1	↘	1	↘	1
2	↘	2	↘	2	↘	2
3	↘	3	↘	3	↘	3
4	↘	4	↘	4	↘	4
5	↘	5	↘	5	↘	5
6	↘	6	↘	6	↘	6
7	↘	7	↘	7	↘	7
8	↘	7A	↘	7A	↘	7A
9	↘	8	↘	8	↘	8
10	↘	9	↘	9	↘	9
11	↘	9A	↘	9A	↘	9A
12	↘	10	↘	10	↘	10
13	↘	11	↘	11	↘	11
14	↘	12	↘	12	↘	12
15	↘	12A	↘	12A	↘	12A
16	↘	13	↘	13	↘	13
17	↘	14	↘	14	↘	14
		14A	↘	14A	↘	14A
		15	↘	15	↘	15
		15A	↘	15A	↘	15A
		16	↘	16	↘	16
		16A	↘	16A	↘	16A
		17	↘	17	↘	17
		17A	↘	17A	↘	17A

**SCHEDULE B - Salary Guides
July 1, 2015-June 30, 2016**

Step	BA	BA+10	BA+15	BA+20	BA+30	MA	MA+10	MA+15	MA+20	MA+30	MA+40	MA+45	MA+50
1	46,895	47,940	48,463	48,986	50,031	51,390	52,488	53,037	53,586	54,684	55,781	56,330	56,879
2	47,095	48,140	48,663	49,186	50,231	51,590	52,688	53,237	53,786	54,884	55,981	56,530	57,079
3	47,409	48,454	48,977	49,499	50,545	51,904	53,002	53,551	54,099	55,197	56,295	56,844	57,393
4	47,722	48,768	49,291	49,813	50,859	52,218	53,315	53,864	54,413	55,511	56,609	57,158	57,706
5	48,120	49,166	49,689	50,211	51,256	52,615	53,713	54,262	54,811	55,909	57,006	57,555	58,104
6	50,107	51,152	51,675	52,197	53,243	54,602	55,700	56,249	56,797	57,895	58,993	59,542	60,091
7	52,176	53,221	53,744	54,267	55,312	56,671	57,769	58,318	58,867	59,965	61,062	61,611	62,160
7A	53,254	54,299	54,822	55,345	56,390	57,749	58,847	59,396	59,945	61,043	62,140	62,689	63,238
8	54,331	55,377	55,900	56,422	57,468	58,827	59,925	60,474	61,022	62,120	63,218	63,767	64,316
9	56,577	57,623	58,146	58,668	59,714	61,073	62,171	62,720	63,268	64,366	65,464	66,013	66,561
9A	57,746	58,792	59,314	59,837	60,883	62,242	63,340	63,888	64,437	65,535	66,633	67,181	67,730
10	58,915	59,960	60,483	61,006	62,051	63,410	64,508	65,057	65,606	66,703	67,801	68,350	68,899
11	61,352	62,398	62,921	63,443	64,488	65,848	66,945	67,494	68,043	69,141	70,238	70,787	71,336
12	63,890	64,936	65,459	65,981	67,027	68,386	69,484	70,033	70,581	71,679	72,777	73,326	73,875
12A	65,212	66,258	66,780	67,303	68,348	69,707	70,805	71,354	71,903	73,001	74,098	74,647	75,196
13	66,533	67,579	68,102	68,624	69,669	71,028	72,126	73,675	73,224	74,322	75,419	75,968	76,517
14	69,316	70,332	70,855	71,377	72,423	73,782	74,879	75,428	75,977	77,075	78,173	78,722	79,270
14A	70,736	71,767	72,289	72,812	73,858	75,217	76,314	76,863	77,412	78,510	79,608	80,156	80,705
15	72,155	73,201	73,724	74,246	75,292	76,651	77,748	78,297	78,846	79,944	81,042	81,591	82,139
15A	75,921	76,967	77,489	78,012	79,057	80,417	81,514	82,063	82,612	83,710	84,807	85,356	85,905
16	79,685	80,731	81,254	81,776	82,821	84,181	85,278	85,827	86,376	87,474	88,571	89,120	89,669
16A	82,329	83,375	83,898	84,420	85,465	86,825	87,922	88,471	89,020	90,118	91,215	91,764	92,313
17	84,973	86,019	86,542	87,064	88,109	89,469	90,566	91,115	91,664	92,762	93,859	94,408	94,957
17A	87,617	88,663	89,186	89,708	90,753	92,113	93,210	93,759	94,308	95,406	96,503	97,052	97,601

Effective July 1, 2012, those employees on the BA Column or MA Column shall only be eligible for column movement at 15 credit intervals, i.e. BA, BA15, BA30, MA, MA15, MA30, MA45. Those employees on BA10, BA20, MA10, MA20, MA40, and MA50 may remain on those columns for the balance of their employment with the Board. Effective February 1, 2013, those employees between columns are only eligible for column movement at 15 credit intervals as noted above or may remain on the column they attain as of February 1, 2013 for the balance of their employment with the Board.

**SCHEDULE B - Salary Guides
July 1, 2016-June 30, 2017**

Step	BA	BA+10	BA+15	BA+20	BA+30	MA	MA+10	MA+15	MA+20	MA+30	MA+40	MA+45	MA+50
1	46,895	47,940	48,463	48,986	50,031	51,390	52,488	53,037	53,586	54,684	55,781	56,330	56,879
2	47,095	48,140	48,663	49,186	50,231	51,590	52,688	53,237	53,786	54,884	55,981	56,530	57,079
3	47,409	48,454	48,977	49,499	50,545	51,904	53,002	53,551	54,099	55,197	56,295	56,844	57,393
4	47,722	48,768	49,291	49,813	50,859	52,218	53,315	53,864	54,413	55,511	56,609	57,158	57,706
5	48,120	49,166	49,689	50,211	51,256	52,615	53,713	54,262	54,811	55,909	57,006	57,555	58,104
6	50,105	51,151	51,674	52,196	53,241	54,601	55,698	56,247	56,796	57,894	58,991	59,540	60,089
7	51,633	52,679	53,202	53,724	54,769	56,129	57,226	57,775	58,324	59,422	60,519	61,068	61,617
7A	53,161	54,207	54,730	55,252	56,297	57,657	58,754	59,303	59,852	60,950	62,047	62,596	63,145
8	54,689	55,735	56,258	56,780	57,825	59,185	60,282	60,831	61,380	62,478	63,575	64,124	64,673
9	56,217	57,263	57,786	58,308	59,353	60,713	61,810	62,359	62,908	64,006	65,103	65,652	66,201
9A	57,745	58,791	59,314	59,836	60,881	62,241	63,338	63,887	64,436	65,534	66,631	67,180	67,729
10	59,503	60,549	61,072	61,594	62,639	63,999	65,096	65,645	66,194	67,292	68,389	68,938	69,487
11	61,261	62,307	62,830	63,352	64,397	65,757	66,854	67,403	67,952	69,050	70,147	70,696	71,245
12	63,019	64,065	64,588	65,110	66,155	67,515	68,612	69,161	69,710	70,808	71,905	72,454	73,003
12A	64,777	65,823	66,346	66,868	67,913	69,273	70,370	70,919	71,468	72,566	73,663	74,212	74,761
13	66,535	67,581	68,104	68,626	69,671	71,031	72,128	72,677	73,226	74,324	75,421	75,970	76,519
14	69,165	70,211	70,734	71,256	72,301	73,661	74,758	75,307	75,856	76,954	78,051	78,600	79,149
14A	71,795	72,841	73,364	73,886	74,931	76,291	77,388	77,937	78,486	79,584	80,681	81,230	81,779
15	74,425	75,471	75,994	76,516	77,561	78,921	80,018	80,567	81,116	82,214	83,311	83,860	84,409
15A	77,055	78,101	78,624	79,146	80,191	81,551	82,648	83,197	83,746	84,844	85,941	86,490	87,039
16	79,685	80,731	81,254	81,776	82,821	84,181	85,278	85,827	86,376	87,474	88,571	89,120	89,669
16A	82,329	83,375	83,898	84,420	85,465	86,825	87,922	88,471	89,020	90,118	91,215	91,764	92,313
17	84,973	86,019	86,542	87,064	88,109	89,469	90,566	91,115	91,664	92,762	93,859	94,408	94,957
17A	88,017	89,063	89,586	90,108	91,153	92,513	93,610	94,159	94,708	95,806	96,903	97,452	98,001

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**SCHEDULE B - Salary Guides
July 1, 2017-June 30, 2018**

Step	BA	BA+10	BA+15	BA+20	BA+30	MA	MA+10	MA+15	MA+20	MA+30	MA+40	MA+45	MA+50
1	46,895	47,940	48,463	48,986	50,031	51,390	52,488	53,037	53,586	54,684	55,781	56,330	56,879
2	47,095	48,140	48,663	49,186	50,231	51,590	52,688	53,237	53,786	54,884	55,981	56,530	57,079
3	47,409	48,454	48,977	49,499	50,545	51,904	53,002	53,551	54,099	55,197	56,295	56,844	57,393
4	47,714	48,760	49,283	49,805	50,851	52,210	53,307	53,856	54,405	55,503	56,601	57,150	57,698
5	48,112	49,158	49,681	50,203	51,248	52,607	53,705	54,254	54,803	55,901	56,998	57,547	58,096
6	49,797	50,843	51,366	51,888	52,933	54,293	55,390	55,939	56,488	57,586	58,683	59,232	59,781
7	51,613	52,659	53,182	53,704	54,749	56,109	57,206	57,755	58,304	59,402	60,499	61,048	61,597
7A	53,074	54,120	54,643	55,165	56,210	57,570	58,667	59,216	59,765	60,863	61,960	62,509	63,058
8	54,602	55,648	56,171	56,693	57,738	59,098	60,195	60,744	61,293	62,391	63,488	64,037	64,586
9	56,130	57,176	57,699	58,221	59,266	60,626	61,723	62,272	62,821	63,919	65,016	65,565	66,114
9A	57,658	58,704	59,227	59,749	60,794	62,154	63,251	63,800	64,349	65,447	66,544	67,093	67,642
10	59,416	60,462	60,985	61,507	62,552	63,912	65,009	65,558	66,107	67,205	68,302	68,851	69,400
11	61,174	62,220	62,743	63,265	64,310	65,670	66,767	67,316	67,865	68,963	70,060	70,609	71,158
12	62,932	63,978	64,501	65,023	66,068	67,428	68,525	69,074	69,623	70,721	71,818	72,367	72,916
12A	64,691	65,737	66,260	66,782	67,827	69,187	70,284	70,833	71,382	72,480	73,577	74,126	74,675
13	66,449	67,495	68,018	68,540	69,585	70,945	72,042	72,591	73,140	74,238	75,335	75,884	76,433
14	69,079	70,125	70,648	71,170	72,215	73,575	74,672	75,221	75,770	76,868	77,965	78,514	79,063
14A	71,709	72,755	73,278	73,800	74,845	76,205	77,302	77,851	78,400	79,498	80,595	81,144	81,693
15	74,339	75,385	75,908	76,430	77,475	78,835	79,932	80,481	81,030	82,128	83,225	83,774	84,323
15A	76,969	78,015	78,538	79,060	80,105	81,465	82,562	83,111	83,660	84,758	85,855	86,404	86,953
16	79,599	80,645	81,168	81,690	82,735	84,095	85,192	85,741	86,290	87,388	88,485	89,034	89,583
16A	82,243	83,289	83,812	84,334	85,379	86,739	87,836	88,385	88,934	90,032	91,129	91,678	92,227
17	84,887	85,933	86,456	86,978	88,023	89,383	90,480	91,029	91,578	92,676	93,773	94,322	94,871
17A	88,417	89,463	89,986	90,508	91,553	92,913	94,010	94,559	95,108	96,206	97,303	97,852	98,401

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