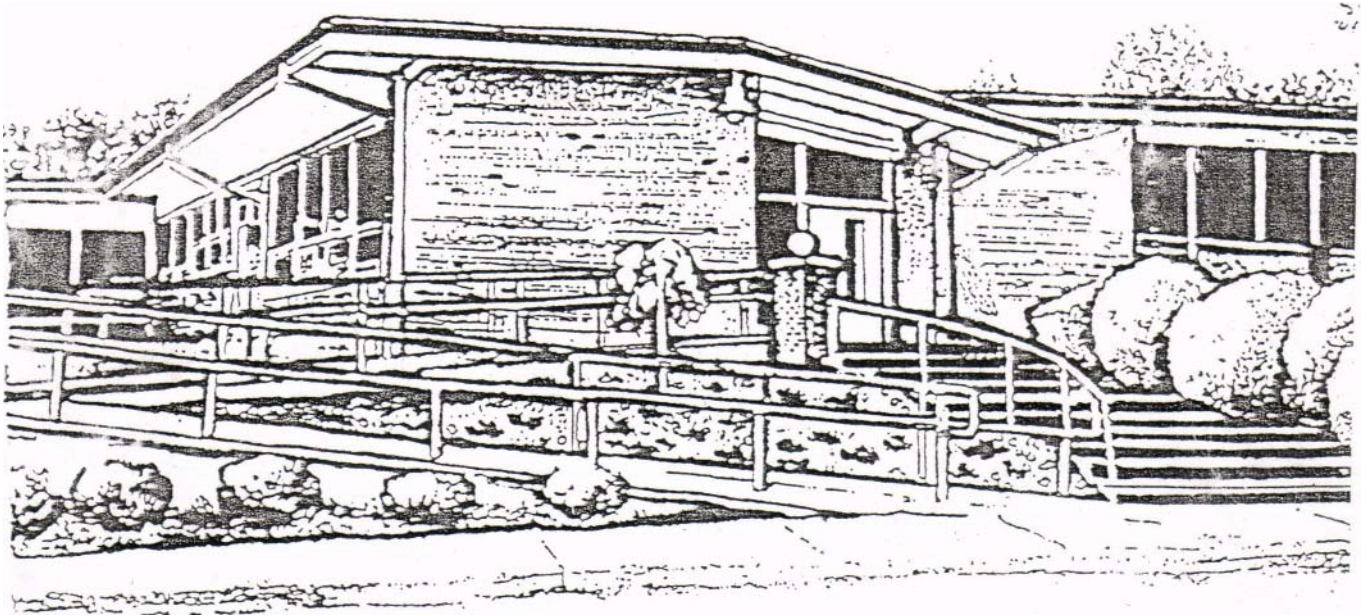


AGREEMENT  
BETWEEN THE  
ALPINE BOARD OF EDUCATION  
AND THE  
ALPINE EDUCATION ASSOCIATION  
2004-2007



ALPINE ELEMENTARY SCHOOL  
HILLSIDE AVENUE  
ALPINE, NEW JERSEY 07620  
(201) 768-8255

**TABLE OF CONTENTS**

<b>ARTICLE</b>		<b>PAGE</b>
	Preamble.....	1
1	Recognition.....	1
2	Grievance Procedure.....	1-4
3	Compensation.....	4-6
4	Insurance.....	6
5	Professional Development.....	7,8
6	Leaves.....	8-10
7	Board Rights.....	10
8	Teacher's Rights.....	10
r	WorkDay/Work Year.....	10,11
10	Miscellaneous Provisions.....	12
11	Duration of Agreement.....	12

**APPENDIX:**

Negotiation Unit Grievance Form -  
Schedule A - Salary Guide

Schedule B - Salary Guide

Schedule C - Salary Guide

Schedule D - Co-Curricular & Extra-Curricular Payments

THIS AGREEMENT, entered into this 22<sup>nd</sup> day of November, 2004 by and between THE BOARD OF EDUCATION OF THE BOROUGH OF ALPINE, NEW JERSEY (hereinafter called the BOARD, and the ALPINE EDUCATION ASSOCIATION (hereinafter called the ASSOCIATION); and

WHEREAS, the BOARD hereby continues to recognize the ASSOCIATION as the negotiating and/or bargaining agent for the full and part time professional non-supervisory, non-administrative staff;

NOW, THEREFORE, the BOARD and ASSOCIATION agree on the terms and conditions of employment as set forth herein:

**ARTICLE 1**  
**RECOGNITION**

The Board hereby recognizes the Association as the exclusive representative to act as the collective negotiating and/or bargaining agent for the professional non-supervisory, non-administrative staff, that is the teachers, concerning the terms and conditions of their employment.

**ARTICLE 2**  
**GRIEVANCE PROCEDURE**

A. Definitions

1. Grievance

A "grievance" is claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of a teacher or a group of teachers.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to resolve, at the lowest possible level, disputes which may from time to time arise affecting the terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept confidential at each level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level shall be a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced if mutually agreeable so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

3. Level One

Any employee who has a grievance shall, within ten (10) school days after occurrence of the grievance, discuss it first with the Chief School Administrator in an attempt to resolve the matter informally at that level.

4. Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, he shall set forth his complaint in writing to the Chief School Administrator within five (5) school days after the discussion. The Chief School Administrator shall notify the Association and the Board of Education of the grievance, and communicate his decision to the employee in writing within seven (7) school days of the receipt of the written complaint.

5. Level Three

Within five (5) school days of receiving the written decision or within seven (7) school days of when a written decision should have been rendered the aggrieved employee may submit his/her grievance in writing to the Teacher-Board Committee.

**TEACHER-BOARD COMMITTEE**

1. Composition of Committee

A Teacher-Board Committee composed of two executive members, other than the grievant, designated by the local Education Association and two members of the Board of Education shall be created for the purpose of conducting professional discussion in good faith on grievances involving terms and conditions of employment as defined in Section A of this article.

2. Responsibilities and duties of the Teacher-Board Committee shall be to:
  - a. Elect a chairperson;
  - b. Evaluate the problems presented to the committee;
  - c. Gather facts to provide for a complete understanding of these problems;
  - d. Discuss and attempt to arrive at a solution in keeping with the philosophies of each organization;
  - e. Present conclusions and recommendations to the aggrieved and the **Chief School Administrator**.

6. Level Four

If the grievance is not settled by the Teacher-Board Committee, the employee, may, within five (5) school days after the Teacher-Board Committee's decision, request a review by the Board of Education. The employee will notify the Chief School Administrator and Education Association of the request. The Board shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within 30 calendar days after such written request.

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 or, at his option, by representative(s) 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 the Chief School Administrator 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 discuss such grievance at Level One with the Chief School Administrator directly and the processing of such grievance shall be commenced. The Association may process such a grievance through all levels of the Grievance Procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. Separate Grievance File

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.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. (A form for filing grievances was developed in the spring of 1986 and is attached hereto.)

5. Meetings and Hearings

To the extent permitted by law, all meetings and hearings under this procedure shall not be conducted in public and shall include such parties in interest, the person against whom the grievance is filed, and their designated or selected representatives, heretofore referred to in this Article.

**ARTICLE 3**  
**COMPENSATION**

A. Salary Guides

**The salaries of all teaching staff members covered by this Agreement are set forth in Schedules A, B and C, which are attached hereto and made a part hereof.**

**The Co-Curricular and Extra-Curricular stipends are set forth in Schedule D, which is attached hereto and made a part hereof. One half of these payments will be made on January 30 and the other half on June 30, if the program extends over the school year.**

- B. All credits for horizontal movement on the salary guide must be reviewed by the Chief School Administrator and recommended by him to the Board for final approval by the Board. Such credits will be reviewed at the beginning of each term, September 1<sup>st</sup> and February 1<sup>st</sup>, for application to the Salary Schedule. **Credit will be given for horizontal movement only for graduate courses at accredited colleges and universities approved by the Chief School Administrator. Teachers must notify the Board by December if they expect to receive credit that would enable them to move horizontally across the guide the following school year.** No credits obtained before the granting of a degree may be used for a salary guide movement beyond such degree.
- C. Annual increments will be granted upon recommendation of the Chief School Administrator and approved by the Board.
- D. In addition to the foregoing provisions for compensation, co-curricular and extra-curricular compensation shall be paid to those persons approved by the Board for the activities set forth in Schedule "D" annexed hereto and made a part hereof. The Board shall assign volunteers for the after-school sports/game supervision before it may assign available teachers on a rotating basis to said positions. Co-curricular and extra-curricular

compensation shall be paid only if such activities are offered during the school year and occur above teachers' contractual time.

E. Full-time teachers are entitled to two (2) professional days yearly provided these are approved by the Chief School Administrator and are directly related to the teacher's assignment. Part-time teachers are entitled to one (1) professional day per year on the same conditions.

F. Parent Evening Conferences

All teachers are assigned to fall and spring evening meetings by the Chief School Administrator and are expected to be in attendance for two (2) hours and twenty (20) minutes between the hours of 6:00 p.m. and 9:00 p.m.. As this is part of the professional obligation, there is no additional compensation for this.

G. Retired Teachers

Teachers who apply for, are qualified for and receive a pension payment from T.P.A.F. and teachers who vest in the pension plan with twenty-five (25) years of service shall be entitled to participate, at their own cost, in group medical insurance. An employee may not participate if they are eligible for paid health insurance under T.P.A.F. and the State Health Benefits Plan.

H. Extra Duties

When teachers are called upon to participate in professional development programs outside the regular school day, or school year, they shall be compensated at a rate of pay proportionate to their regular teaching salary provided that such professional development activities are essential for the implementation of the assigned curriculum (such as University of Chicago Everyday Learning Math summer workshops for teachers instructing in math, review of IEP's for teachers assigned to special needs students).

All other workshops of a voluntary nature (**such as curriculum development or enrichment**) shall be compensated at the following rates:

<b>2004-2005</b>	-	<b>\$44/hr</b>
<b>2005-2006</b>	-	<b>\$45/hr</b>
<b>2006-2007</b>	-	<b>\$46/hr</b>

This is exclusive of stipends for extra or co-curricular activities which are listed separately in Schedule "D".

I. The "Teacher-in-Charge" shall receive **the following payments** for each day worked or equivalent thereof:

<b>2004-2005</b>	-	<b>\$38</b>
<b>2005-2006</b>	-	<b>\$39</b>
<b>2006-2007</b>	-	<b>\$40</b>

A "day" is defined as seven(7) hours, minus a lunch period. Payment shall be based on a voucher and paid monthly. If the "Teacher-in-Charge" loses preparation period to cover a class, he/she shall be covered by paragraph L below. The "Teacher-in-

Charge" will be responsible for the operation of the school in the absence of the Chief School Administrator.

J. Travel Reimbursement

Teachers will be reimbursed for assigned travel in their automobiles at the IRS rate in effect at the time of such travel.

K. Part-time Teachers are required to attend two (2) staff meetings monthly outside their regular work at the same percentage of time as their contracted percentage. Any additional hours shall be paid at a pro rata basis of their salary for the additional time worked.

L. When a teacher loses the one daily guaranteed assigned preparation period because she/he is assigned to cover a class, she/he shall be compensated at the **following rates:**

<b>2004-2005</b>	-	<b>\$27 per period</b>
<b>2005-2006</b>	-	<b>\$28 per period</b>
<b>2006-2007</b>	-	<b>\$29 per period</b>

**ARTICLE 4**  
**INSURANCE**

A. The Board shall provide and maintain full coverage for each member of the professional staff who regularly work a minimum of twenty (20) hours per week and their eligible dependents under the New Jersey State Health Benefits Program, or its successor which cover hospitalization, medical, and major medical insurance in accordance with the rules and regulations of said plan.

1. The Board will pay one hundred percent (100%) of the premium for full family coverage under the Group Dental Insurance Plan for each tenured member of the professional staff who works a minimum of twenty (20) hours per week.
2. Effective on the first of the month which is at least sixty (60) days from mutual ratification of the contract, there shall be a dental waiver incentive plan. Each employee shall be polled by the Administration each year about whether he/she wishes to voluntarily waive such insurance for that insurance year. Any employee who so waives shall receive fifty percent (50%) of the applicable insurance premium as an incentive payment. Such payment shall be made at the close of the insurance year. When employees are polled about their interest in waiving insurance, they shall be informed of the incentive payment amount. Any employee who waives insurance in one year may re-enroll in the plan the following year.

**ARTICLE 5**  
**PROFESSIONAL DEVELOPMENT**



- A. The District shall offer teachers suggested in-service courses **to enhance professional development.**
- B. To encourage members of the professional staff to take courses for the betterment of their teaching capabilities and for their increased value to the school district, the Board will make reimbursement for the tuition cost of such courses within the limits defined below:

1. Approval of Course Requirements

To be approved, the Chief School Administrator must first have determined that a course will enhance the value of the staff member of the school district and provided that:

- (a) Staff members who hold only a Bachelor's degree must be in either an approved certificate or Master's degree program. Only one certificate program will be reimbursed before the Master's degree.
- (b) Staff members who hold a Master's degree need not be in a certificate or Master's degree program to obtain reimbursement.

2. Payment

(a) Tuition reimbursement shall be available as indicated in this Article to unit members after their first year of full or part-time experience in the district and for course work taken during the second and subsequent years of service. This means that someone starting in September of one year would be eligible for reimbursement for courses taken in the following summer.

(b) To be eligible for tuition reimbursement unit members must achieve a minimum grade of "B" or a "Pass" if the **Chief School Administrator** approves the taking of a course on a Pass/Fail basis.

(c) Tuition reimbursement for part-time employees shall be proportionate to the amount of time they work, i.e., half-time employees would receive half the reimbursement that full-time teachers receive for the same number of credits.

(d) Proof of successful completion of the courses (as specified in paragraph 2 above) shall be provided to the Chief School Administrator and endorsed by him before reimbursement is made.

(e) Teachers will be reimbursed for approved course credits in accordance with the following formula:

(1) **The total** maximum obligation of the Board for reimbursement of all staff members **for up to six (6) credits per year** shall be **the following:**

2004-2005	-	\$10,000
2005-2006	-	\$10,000
2006-2007	-	\$10,000

(2) **The Board's reimbursement rate per credit shall be as follows:**

2004-2005	-	\$323 per credit	\$970 for 3 credits
2005-2006	-	TBD per credit	TBD for 3 credits

- (3) If, at the end of each school year, the total amount of reimbursement sought by all teachers for approved credits shall equal or exceed the **maximum obligation of the Board** for the year, each teacher seeking reimbursement shall be reimbursed per credit by pro-rating the cap for that year over the total number of credits for which reimbursement is sought.
- (4) **If at the end of each school year the total amount of reimbursement sought by all teachers shall be less than the maximum obligation of the Board for that year, any teacher who has taken more than 6 credits can apply for a share of the remaining portion of the Board allotment up to 9 credits to be distributed in equal percentages as reimbursement for any classes taken before June 30 of that school year. In no event shall the total reimbursement exceed the annual Board tuition allotments specified above.**

## ARTICLE 6 LEAVES

### A. Sick Leave

Full-time teachers shall have twelve (12) sick days per school year, two (2) of which shall be non-cumulative. The unused portion of the remaining ten (10) may be carried over for use in following years.

### B. Personal Leave

**Leave with pay for personal business which cannot be completed outside of the regular workday shall be granted to each teacher for up to three (3) days per school year. Such leave is non-cumulative.**

#### **. 1. Criteria for Personal Leave:**

- a. **Personal leave is granted for matters limited to urgent legal, family or personal matters which cannot be scheduled outside of school hours,**
- b. **Requests must be filed with the Superintendent at least five (5) school days in advance,**
- c. **A personal day will not be granted on the first or last five days of school, an in-service day or a scheduled parent/teacher conference, or on days immediately preceding or following a scheduled school recess,**
- d. **The teacher must state the reason for his/her request (i.e., legal, family or personal matters).**
- e. **The Chief School Administrator reviews and approves or disapproves all requests,**
- f. **In an emergency the Chief School Administrator may waive restrictions and authorize an emergency personal day.**

### C. Bereavement Leave

Leave with pay following death in the "immediate family" (as hereinafter defined) shall be granted for four (4) days following date of death. A three (3) day extension may be granted at the sole discretion of the Chief School Administrator with no deduction for substitute's pay. An additional extension may be granted at the sole discretion of the Chief School Administrator provided that, during such additional extension, pay shall be at a daily rate of 1/200<sup>th</sup> of the employee's annual salary less the substitute's daily rate established by the Board.

**Immediate family shall mean the teacher's spouse and the following relatives of the teacher or teacher's spouse: child, parent, brother, sister and grandparent, regardless of place of residence; and any other person who was a member of the teacher's household at the time of their death.**

Leave with pay for one day shall be granted for death other than a member of the immediate family.

D. Extended Leave Without Pay to Provide Care

An extended leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of a tenured teacher's "immediate family" as defined in paragraph (C). Requests for leave shall be for a minimum of the remainder of the school year or for the next entire school year. Unless required by law, no portion of the time spent on leave shall be counted toward fulfillment of any time requirements of seniority. Upon return from such leave, a teacher shall be reinstated to a position within his or her certification. Additional leave may be granted at the sole discretion of the Board.

E. Extended Leave Without Pay

An extended leave of absence without pay may be granted for personal reasons for a minimum of a school year. Once granted the employee can request an extension for an additional year. The granting of such requests will not be automatic but at the discretion of the Board. Staff members on Extended Personal Leave Without Pay may continue benefits at their expense at the group rate pursuant to the rules and regulations of the governing agency.

**ARTICLE 7**  
**BOARD RIGHTS**

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Jersey and of the United States, by the decision of the courts of the United States and of the State of New Jersey, the Commissioner of Education and the State Board of Education of the State of New Jersey and by the Rules and Regulations of the State Board of Education and the State of New Jersey.

The willingness of the Board to discuss matters which are within the sole prerogative of the

Board shall not be deemed to constitute a waiver or relinquishment of any such prerogative.

**ARTICLE 8**  
**TEACHERS' RIGHTS**

Teachers shall enjoy all of the rights granted under and by virtue of the provisions of Chapter 303 of the Law of 1968 as amended by Chapter 123 of the Laws of 1975 or under any laws of the State of New Jersey and the United States, and the Constitution of the United States and of the State of New Jersey. No staff member or teacher shall be discriminated against, coerced, or reprimanded by virtue of the exercise of such rights.

**ARTICLE 9**  
**WORK DAY/WORK YEAR**

A. Work Year

The teachers in-school work year shall begin no earlier than September 1 and end no later than June 30<sup>th</sup>. It shall consist of the following:

- 180 pupil contact days (as mandated by the State);
- 1 orientation/planning/set-up day;

**-3 Professional days to be scheduled by Chief School Administrator.**

B. Length of Work Day

A full-time teacher's work day shall begin at 8:20 a.m. and continue to 3:20 p.m. (7 hours) with a duty-free lunch equal to that of the students. If unusual circumstances should arise, the Association recognizes that the Board may, after consultation with the Association, alter these hours on a temporary basis.

Teachers who agree to work outside of this contractual time will receive adequate notification. A waiver will be agreed to by the Association.

**The teachers' regularly scheduled classes shall begin no earlier than 8:30am and shall not extend beyond 3:00pm. However, the teachers' work day shall begin at 8:20 am and end at 3:20 pm.**

C. Full-time Child Study Team members will be included in the rotation for morning door duty except on those days when a meeting is scheduled for the full team.

D. Each teacher shall have a duty-free lunch period of the same length as the lunch period for students. The Board recognizes that no changes shall be made in the lunch period as it affects the teacher duty-free lunch unless first negotiated with the

Association.

- E. Each full-time classroom teacher shall have thirty (30) minutes of preparation time daily. Part-time teachers shall receive the equivalent of fifteen (15) minutes preparation time daily. This fifteen (15) minutes equivalent may be assigned on a weekly basis as opposed to a daily basis. That is, a teacher working three (3) periods per day each day would be entitled to seventy-five (75) minutes of preparation time during the week. For teachers working full days but part-time, a minimum of fifteen (15) minutes would be scheduled for preparation daily.
- F. The Board recognizes that teachers would prefer not to have lunchtime supervision of students. However, the Board and Association recognize that continuity of assignment to lunch supervisory duty is a desirable approach. Recognizing these understandings the Board agrees that staff assigned to lunch duty will be guaranteed a duty-free lunch period and a preparation period.  
  
Furthermore, assignments to lunch supervisory duties will be designed to maintain the continuity. The Board agrees to make every reasonable effort to assign a single teacher to the continuing daily assignment of overseeing and expediting lunch supervision. Additional teachers assigned to lunch supervision will be assigned on a regular basis, i.e., every Monday, or every Monday and Tuesday, or every Tuesday, etc. It is understood that whenever possible staff will be rotated annually in this assignment.
- G. General faculty meetings called for the entire staff shall meet the 4<sup>th</sup> Tuesday of each month and shall not exceed 1 hour. Differentiated staff and program development meetings shall meet on the 2<sup>nd</sup> Tuesday of each month and shall not exceed 1 hour.
- H. Full-time teachers shall sign in by initialing the sign-on the board no later than 8:20 a.m. Full-time teachers staying beyond 3:20 p.m. do not have to sign out when leaving for the day. Teachers whose work day starts after and ends before the regular work day shall sign in and sign out by indicating their time of arrival and departure.

**ARTICLE 10**  
**MISCELLANEOUS PROVISIONS**

- A. All Board policies and procedures affecting terms and conditions of employment here-to-fore adopted and in existence of the date hereof are hereby ratified, confirmed and incorporated herein by reference as though set forth herein at length.
- B. Posting of New Positions and Vacancies  
New positions requiring certificates and teacher vacancies will be posted in the teachers' lounge before advertised publicly.

C. Successor Agreement

The parties agree to enter into collective negotiations for a Successor Agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123 of Public Laws of 1975 in a good-faith effort to reach an agreement on all matters concerning the terms and conditions of the teachers' employment. Such negotiations shall begin not later than the time required by statute and code. Any agreement to be negotiated shall apply to all teachers (as defined in Article 1) be reduced to writing, be adopted by the Board and by the Association and be signed by their duly-authorized representative.

D. There shall be twenty (20) equal pay periods per school year. Teachers may opt for summer pay distribution. For those who do, there will be twenty four equal payments. By June 30 of each year they will receive one disbursement reflecting the additional four summer pays. The Board requires all employees to participate in direct deposit. That shall be to an employee's bank of choice.

E Resignation/Reduction in Force of Tenured Unit Members

A tenured unit member may resign his/her position provided he/she gives the board of education written notice at least **sixty (60)days** in advance of the anticipated last day of service.

The board of education will give at least **sixty (60) days** written notice of termination of employment to any tenured unit member who is affected by a reduction in force during the school year. Terms of resignation of non-tenured unit members are covered by individual employee contracts.

**ARTICLE 11**  
**DURATION OF AGREEMENT**

This agreement shall be effective **July 1, 2004**, and shall continue in effect through **June 30, 2007**. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

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

**Attest:** **Board of Education of the Borough Alpine, New Jersey**

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

**Attest:** **Alpine Education Association**

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

**ALPINE ELEMENTARY SCHOOL**

**Negotiation Unit Grievance Form**

1. Name of person filing grievance\_
2. Date of grievance submitted to CSA\_
3. Specific language and section of the Agreement, Board Policy or Administrative Decision Alleged to have been misinterpreted, misapplied, or violated.
  
4. A description or explanation of the action that caused the misinterpretation, misapplication or violation (include date of occurrence and who was involved).
  
5. Specify who was grieved (individual or association or both).
  
6. Indicate the desired remedy.

Signature of person filing grievance (same as in #1)

Signature

Date



Response of CSA:

Signature \_\_\_\_\_

\_\_\_\_\_ Date

**ALPINE ELEMENTARY SCHOOL**

**Negotiation Unit Grievance Form**

1. Name of person filing grievance
2. Date of grievance submitted to CSA
3. Specific language and section of the Agreement, Board Policy or Administrative Decision Alleged to have been misinterpreted, misapplied, or violated.
4. A description or explanation of the action that caused the misinterpretation, misapplication or violation (include date of occurrence and who was involved).
5. Specify who was grieved (individual or association or both).
6. Indicate the desired remedy.

Signature of person filing grievance (same as in #1)

Signature

Date

Response of CSA:

Signature \_\_\_\_\_

\_\_\_\_\_ Date