

2008/2009 Through 2010/2011

AGREEMENT

BETWEEN THE

FAIRVIEW EDUCATION ASSOCIATION

AND

FAIRVIEW BOARD OF EDUCATION

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THIS AGREEMENT, entered between the BOARD OF EDUCATION OF THE BOROUGH OF FAIRVIEW, New Jersey, hereinafter called the "Board" and the FAIRVIEW EDUCATION ASSOCIATION, hereinafter called the Association.

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws, 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

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

BE IT RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

A. Unit

The Board hereby recognizes the Fairview Education Association (FEA) as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed personnel whether employed or to be employed by the Board, including:

All regularly employed teachers, speech correctionist, school nurses, librarians, reading specialists, learning disability teachers-specialists, social workers and school psychologists, permanent substitutes, and part time teachers employed by the Fairview Board of Education

Excluding: Superintendent of Schools, Board Secretary, Principals, managerial executives, confidential employees, police and craft employees, supervisors, supportive staff, and daily substitute teachers.

B. Definition of Teacher

Unless otherwise indicated, the term "teacher," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

MODIFICATION OF AGREEMENT

A. Modification

This Agreement shall not be modified in whole or in part by the parties without negotiation between the Board and the Association and except by an instrument in writing duly executed by both parties.

B. No Individual Contracts

The terms and conditions of this Agreement may not be altered or amended by any individual contract.

C. Negotiation of Successor Agreement

The parties agree to enter into collective negotiations over a successor Agreement in accordance with chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be adopted and signed by the Board and signed and ratified by the Association.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - An appeal concerning the interpretation, application or violation of policies, practices, agreements and administrative decisions affecting a teacher or group of teachers.
2. Aggrieved Person - An "Aggrieved Person" is a member or members of the bargaining unit or the Association filing a grievance form through the Association in accordance with Article III c.

B. Grievance Processing

Grievances shall be filed on the grievance form, a copy of which is attached hereto. Persons filing a grievance shall submit copies of the grievance form to the Secretary of the Board and the Officer designated by the Association (if filed by an individual employee) as well as the employee's immediate supervisor. If filed by the Association, the form shall be filed with the Secretary of the Board, the grievant's immediate supervisor and a copy provided to the grievant. Completion of the grievance form in its particulars shall be required prior to proceeding to each successive step of the grievance procedure.

B. Procedure

1. Time Limits - It is important that grievances be processed as rapidly as possible. The time limits at each level are mandatory. The time limits specified may, however, be extended by mutual agreement of the parties in writing. Grievances to be considered valid under the terms of this procedure must be instituted within twenty-five (25) calendar days of the day the grievant knew or should have known of the occurrence of the condition giving rise thereto. Failure to raise a grievance within such time period shall bar the grievance.
2. Level One - Principal or Immediate Superior - a teacher with a grievance may present a completed grievance form to the building principal through the Association's designated representative with the objective of resolving the matter.
3. Level Two - Superintendent - If the aggrieved person is not satisfied with the disposition for his grievance at Level One, or if no decision has been rendered and he wishes to pursue the same to Level Two: within five (5) school days after the response to the grievance or ten (10) school days from its presentation at Level One, a completed grievance form must be submitted to the Superintendent. Service on the Superintendent must be by personal service upon him or his secretary, which will be receipted, or by certified mail, return receipt requested.

4. Level Three - Board of Education - If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered, within ten (10) additional school days of presentation at level two, a completed grievance form shall be upon the Board Secretary or his secretary personally who will receipt same, or upon the Board of Education by certified mail, return receipt requested.

5. Level Four - Arbitration - If the aggrieved person is not satisfied with the disposition of the grievance at Level Three and the Association desires to pursue the grievance to arbitration then a request must be made to proceed to arbitration no later than ten (10) school days from the date of the Board's answer at Level Three or not later than twenty (20) school days after the grievance was presented to the Board. The grieving party wishing to arbitrate shall request the Public Employment Relations Commission, Division of Dispute and Settlement, to submit a list of arbitrators to the parties to be selected in accordance with its rules. In the event that the parties are unable to obtain a commitment to serve from the designated arbitrator within thirty (30) days of his appointment, either party may request the Public Employment Relations Commission to submit an additional panel of arbitrators to be selected.

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

6. Scope of Arbitration - The arbitrator shall be limited to rendering determinations concerning alleged violations, misinterpretations or misapplication of this Agreement. The arbitrator shall have no authority to make determinations concerning the reappointment of non-tenured teachers, the evaluation of personnel, or the interpretation of application of New Jersey or federal regulations and statutes. The arbitrator shall be without power or authority to modify, alter, add to or subtract from the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties subject to the limitations upon the arbitrator as stated above.

7. Year End Grievance - Year end grievances raised at such time that all the steps of the grievance procedure cannot be completed prior to the end of the school year shall proceed as if school was in session until the resolution of the dispute. In availability of the parties or witnesses, then the grievance shall continue to be processed at the level last reached upon the commencement of school in September.

Nothing herein shall prejudice the rights of any grievant irrespective of the termination of this contract or other contingency provided, however that the grievance was originally brought in accordance with Paragraph C-1 of the Grievance Procedure.

D. Representation in the Grievance Procedure

1. Representation - Any aggrieved person shall be represented at all levels of the grievance procedure by the Association or its designated representative.
2. Meetings and Hearings - All meetings and hearings under this procedure shall not be conducted in public and shall include only the grievant, his witness, and his designated or selected representative and such persons as the Board shall designate to represent its interest. The time and place for said meetings and hearings shall be mutually agreed upon by the Board and the Association.
3. Grievances arising out of acts or directions of the Superintendent or the Board may be commenced at their respective steps of the grievance procedure.
4. No reprisal of any kind shall be taken by the Board by virtue of any grievance filed by any person or the Association under the Grievance Procedure.

ARTICLE IV

RIGHTS AND PRIVILEGES OF THE PARTIES

A. Association Rights

1. Information - The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information except private notes and correspondence.
2. Released time of Meetings - Whenever any representative of the Association or any teacher, employed by the Fairview Board, participates during working hours in negotiations, grievance proceedings, conferences, or meetings with respect to Fairview, he shall suffer no loss in pay. The parties shall make every effort to conduct business during other than school hours.
3. Use of School Buildings - The Association and its representatives shall have the right to use school buildings on scheduled school days at reasonable hours for meetings upon written notice to the building principal.
4. Rights and Protection in Representation - The Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.
5. Statutory Savings Clause - Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulation. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

6. Due Process Provision - No teacher shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without due process.
7. Required Meetings or Hearings - Whenever any teacher is required to appear before the Superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview to discuss the reasons and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
8. Evaluation of Students - The teacher shall have the right and responsibility to determine grades and other evaluations of students within the grading policies of the Fairview School District based upon his professional judgment of the available criteria pertinent to any given subject area or activity to which he is responsible. Any change of grade or evaluation authorized by the administrator or board in accordance with law shall be signed by the person making the change and the teacher shall be notified prior to actual change.

9. Criticism of Teachers - Any criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings. Nothing contained herein shall be construed to waive or limit anyone's rights as provided in the Open Public Meetings Act.

10. Rights of the Board - Except as otherwise provided in this Agreement and under the provisions of Chapter 123, Public Laws of 1974, the Association recognizes that the Board has the responsibility and authority to manage and direct on behalf of the people, all the operations and activities of the Fairview School District to the extent authorized by law.

11. Mail Facilities and Mailboxes - The Association shall have the right to use inter-school mail facilities to communicate with its members.

12. Use of School Equipment - The Association shall have the right to use, subject to prior notice to the building principal and preference for school business, a computer, printer and copy machine, provided the Association supplies the materials (paper, etc.) for their use.

13. Exclusive Rights - The Association's rights of representation of the members of the bargaining unit are exclusive and shall not be granted to any other organization while the Association is the duly certified representative.

ARTICLE V

TEACHER WORK YEAR

A. In-School Work Year

The in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend additional orientation days) shall not exceed one hundred and eighty-one (181) days including two (2) one-half (1/2) days or one (1) full day. Emergency days, although included in the calendar, shall not increase the number of work days.

B. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and other days on which teacher attendance is required.

C. Calendar

The Association shall have the right to make recommendations to the Board regarding the structure of the school calendar.

D. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather. In the event a teachers' meeting was scheduled for any such day(s), it shall be understood that the administration may re-schedule said meeting.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

A. Length of Work Day

No teacher shall be required to report for duty earlier than fifteen (15) minutes prior to the time students are required to report and shall be permitted to leave fifteen (15) minutes after the close of the pupil's school day. The librarian may be required to stay thirty (30) minutes after the close of the pupil school day. Teachers, including the librarian, may leave with the students on Fridays and days before a holiday.

Beginning in the 2002/2003 school year there will be an eight minute per day increase in student- teacher contact time with no increase in the length of the school day.

B. Teaching Load

1. Departmental Seventh/Eight Grade Teachers, Specialists - The Board will attempt to limit the weekly teaching load for the seventh and eighth grades and teaching specialists to thirty (30) teaching periods whenever the needs of the district permit.
2. All elementary teachers shall have preparation time when specialist or substitute replacing specialist, is teaching their class.
3. Leaving Building Procedures - Teachers are required to remain in the school building during preparation time (excluding lunch period) unless they receive permission to leave from the building principal.

C. Scheduling of Preparation Periods

In June, specialists will meet with the administration for the purpose of attempting to arrange scheduling for September.

D. Number of Preparations

1. Pre-K through eighth grade teachers and teaching specialists shall receive five (5) preparation periods per week whenever scheduling and the needs of the district permit.
2. Said preparation periods shall be scheduled for forty (40) minutes per day unless it is not possible to do so, in which event said preparation periods shall be provided for not less than a thirty-five (35) minute period of time.
3. The administration will make every effort to provide five preparation periods per week and will consult with the Association before any reductions are made.

E. Lunch Periods

Teachers shall have a duty-free lunch period of at least forty (40) minutes (one period), except when they are assigned to student supervision. The association President will have a forty (40) minute duty free lunch.

F. Meetings - Faculty and Other

1. Teachers may be required to remain after the end of the regular workday without additional compensation, for the purpose of attending faculty or other professional meetings - twenty meetings per teacher per school year. Said meeting days shall be apportioned no more than four meetings per month on two calendar days notice to the faculty. Such meeting shall begin no later than 15 minutes after the student dismissal time and shall run for no more than 45 minutes.
2. Any meeting scheduled for more than 45 minutes requires 5 calendar days notice and must indicate the estimated length of said meeting. A written agenda must be given 3 calendar days prior to the meeting. No meeting will run past 4:30 P.M.
3. In the event of an extreme emergency a meeting can be called without the required days notice.

In cases of emergency involving the health and safety of students and teachers, if additional time is needed students shall be dismissed early.
4. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day when teacher attendance is not required at school except in the case of emergency.
5. All teaching staff members may be required to attend two (2) evening "Open House Nights" during the course for each school year. The total number of conferences shall not exceed three (3).

G. Chaperoning School Events

1. Beginning September 1, 1989, each teacher will provide a maximum of sixty (60) minutes per school year, without additional compensation, for the purpose of supervising special events/programs conducted by the school district.
2. The district shall provide a tentative list of such events/programs to each teacher by September 15th. Teachers shall have the option to volunteer for a particular event or program. In the absence of sufficient volunteers the District will have the right to assign teachers to certain events/programs.
3. If more than the number of teachers needed for a particular event/program volunteer, the Administration shall determine which volunteers are selected for said event/program.
4. Assignment of teachers to afternoon versus evening events/programs shall be done on an equitable rotation basis.

ARTICLE VII

TEACHER EMPLOYMENT

A. Placement on the Salary Schedule

Adjustment to Salary Schedule - Each teacher presently employed by the Board shall be placed on his proper step of the salary guide in accordance with his degree status and years of experience in teaching. Years of experience as used in this section shall mean years of experience granted by the Fairview Board of Education upon initial employment together with service in Fairview as it accrues.

Any faculty member hired since the expiration of the last contract will be placed on the salary guide step of the new contract corresponding closest to their current salary. In no instance will any staff member suffer a decrease in salary.

B. Notification of Contract and Salary

If the information is available, teachers will be notified of their contract and salary status for the following year by April 30.

C. Vacancies

The Board shall post all vacancies, upon being notified of the same, on a bulletin board in each of the schools and shall forward a copy of the notice to the president of the Association.

D. Notification of Class Assignments

All teachers shall be given written notice of their class and/or subject assignments, building

assignments and room assignments for the forthcoming year not later than July 15, whenever possible.

E. Non Tenured 60 day Notices

Effective September 1, 2002 all non tenured staff members will be required to give a minimum of 60 days notice at their intention to leave the Fairview School District. Notice is to be given in writing to the Superintendent of Schools or in his absence the Board Secretary.

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ARTICLE VIII

SALARIES

A. Ten (10) Month Payment Schedule

Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

B. Credit Union Payroll Deductions

Each teacher may individually elect to have percentage of their monthly salary deducted from their pay and placed in an interest bearing account at the Paragon Federal Credit Union.

C. Exceptions

When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day if accounting procedure permits.

D. Final Pay

Each teacher shall receive his final pay on his last working day provided that the individual teachers' reports are completed.

E. Summer Savings Plan

Each teacher may individually elect to have ten percent (10%) of their monthly salary deducted from their pay and placed in an account at Mariner's Bank. These funds will be distributed

to the individual staff members in equal installments once in July and once in August. Any interest accrued in this account will revert to the Fairview Board of Education to cover the cost of maintaining the accounts and issuance of the summer checks.

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ARTICLE IX

SICK LEAVE

A. Accumulative

All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year provided they report for duty during that school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Additional Accumulative Sick Days

All teachers employed shall be entitled to additional accumulative sick leave benefits according to the following schedule:

<u>YEARS OF SERVICE IN FAIRVIEW</u>	<u>ADDITIONAL ACCUMULATIVE SICK LEAVE</u>
1 - 10	1 DAY
11 - 19	2 DAYS
20 OR MORE	3 DAYS

C. Unused Sick Days

Effective July 1, 1988, teachers may be paid \$35.00 for each unused sick leave day.

However, the teacher must elect to take advantage of this reimbursement provision by the end of the school year, within which the sick day was earned, with payment to be made in December of the following year. If the teacher does not elect to take this payment, then the sick day will be banked pursuant to the terms of Article IX, Subsection A of this Agreement.

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ARTICLE X

INSURANCE PROTECTION

A. Hospitalization Coverage

1. The Board will contribute the full premium cost of the currently established hospitalization plan for the individual teacher and his dependents during the term of this contract.
2. The carrier of said hospitalization plan will be the New Jersey State Health Benefits Plan.

B. Dental Coverage

1. The Board of Education agrees to assume the full cost of premiums for the 2004/2005 school year. The Board of Education agrees to raise the 2005/2006 contribution by 5% over the 2004/2005 school year actual premium cost. The Board also agrees to raise the 2006/2007 cap by an additional 5% over the 2005/2006 school year.
2. The dental cap is to be based upon the number of bargaining unit members enrolled in the Delta Dental program as of September 2004.
3. The carrier for said dental care program will be the Delta Dental Plan of New Jersey, administered by the New Jersey Blue Cross and Blue Shield.

C. Description to Teachers

The Board will provide to each teacher requesting same, a description of the health care insurance coverage provided under the article if available, or advise where the same may be obtained.

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ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

A. Types of Leaves

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. Personal - Teachers are entitled to personal leave days which require absence during school hours. Application to the teachers' principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies). The applicant for such leave shall not be required to state the reason for taking such leave other than he is taking it under this section.

Said personal leave days shall be granted in accordance with the following schedule:

Beginning of 1st year through 3rd year in Fairview	1 day
Beginning of 4th year through 6th year in Fairview	2 days
Beginning of 7th year through 9th year in Fairview	3 days
Beginning of 10th year and thereafter in Fairview	4 days

No personal days may be taken either before or after a holiday without the prior approval of the Superintendent of Schools or his designee. Approval of personal days before or after holidays may be granted only in emergency situations.

A teaching staff member may convert up to two (2) unused personal days per year into sick days. Said days will be added to the teacher's accumulated sick leave bank.

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2. Good Cause - Other leaves of absence with pay may be granted by the Board in its discretion for good cause.
3. In Addition to Sick Leave - Leaves taken pursuant to Section 1 above shall be in addition to any sick leave to which the teacher is entitled.
4. Death - Up to five (5) days in the event of the death of a teacher's spouse, child, parent, brother, sister or grandparents provided said days are taken at the time of the services or period of mourning contemporaneous with the death of the family member. Teachers shall be entitled up to three (3) days in the event of the death of a brother-in-law, mother-in-law, or any other member of the immediate household in the same fashion. One day for bereavement shall be permitted in the event of the death of aunts, uncles, nieces, nephews, or cousins living outside of the staff member's household. In the event of the death of a teacher or student in the Fairview School District, the Principal or immediate superior of said teacher or student shall grant an appropriate number of teachers sufficient time off to attend the funeral.
5. Legal - Time necessary for appearance in any legal proceeding connected with the teacher's employment or in any other legal proceeding if teacher is required by law to attend.

B. Professional Days

Up to ten (10) days may be granted to staff as a whole for attendance at professional meetings, visiting other schools, etc. The Superintendent may grant additional days. The mileage reimbursement for any travel directly related to the use of said days paid at the current IRS rate.

Professional days are defined as those days granted to staff members for the purpose of enhancing their teaching ability, administrative capabilities, or education, exclusively for the advancement for the school district as a whole and not to engage or participate in Union business. (e.g. workshops, in-service training programs, classroom observations)

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

A. Association

The Board agrees that up to two (2) tenured teachers designated by the Association may, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

B. Special Programs

A leave of absence without pay of up to two (2) years may be granted to any tenure teacher who joins the Peace Corps., VISTA, National Teacher Corps or serves as an exchange teacher or overseas teacher and is a full time participant in either of such programs, or accepts a Fulbright Scholarship. It shall be understood by and between the parties that the granting of a leave of absence under these programs shall entirely be within the discretion of the Board.

C. Illness in Family

A leave of absence without pay of up to one (1) year may be granted to any tenure teacher for the purpose of caring for a sick member of the teacher's immediate family at the discretion of the Board. Additional leave may be granted at the discretion of the Board.

D. Good Cause

Other leaves of absence without pay may be granted by the Board for good cause.

E. Extensions for Renewals

All extensions for renewals of leaves shall be applied for in writing and granted or denied in writing.

F. Benefits upon Return

Teachers returning from leaves of absences shall be entitled to the same benefits as other teachers in the unit upon their return. Unused accumulated sick leave shall be provided to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

ARTICLE XIII

INVOLUNTARY TRANSFERS OR REASSIGNMENTS AND DISMISSAL

A. Notice

Notice of any involuntary transfer or reassignment shall be given to teachers as soon as practicable, and, except in cases of emergency, not later than July 15.

B. Dismissal of Non-Tenure Teachers

The provisions of the N.J. Statutes and the regulations contained in Title VI of the New Jersey Administrative Code shall govern the retention or non-retention of non tenure teachers.

ARTICLE XIV

ASSOCIATION PAYROLL DUES DEDUCTION

The Board agrees to deduct from the salaries of its teachers dues for the Fairview Education Association and related organizations provided appropriate dues check-off authorizations are received from the individual employees. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15/9e) and under rules established by the State Department of Education.

ARTICLE XV

MISCELLANEOUS PROVISIONS

A. Separability

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

B. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in person, telegram, or by certified mail, return receipt requested, letter at the following addresses:

1. If by Association to Board:

Board Secretary
Lincoln School
Anderson & Day Avenues
Fairview, NJ 07022

2. If by Board to Association:

School where President of Assn. is employed
If school is not in session, to home address.

C. Agreement Board Policy

This Agreement constitutes Board policy for its duration.

D. Mileage Reimbursement

Use of a personal vehicle for approved school purposes is reimbursable to the employee at the current IRS approval rate.

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ARTICLE XVI

EVALUATION PROCEDURE

A. Personal Records

A teacher shall have the right, upon request, to review the contents of his personnel file, and request removal of any materials that can be shown to be inaccurate, obsolete or inappropriate.

B. Open Evaluation

All monitoring or observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

C. Copies of Evaluations

A teacher shall be entitled to a copy of any class visit evaluation report prepared by his/her evaluator. No teacher shall be required to sign a blank or incomplete evaluation form.

D. Evaluation of Teachers

Evaluation of teachers shall be conducted in accordance with New Jersey State Statutes and the regulations of the Commissioner of Education.

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ARTICLE XVII

SABBATICAL LEAVE

Sabbatical leave shall be granted to a teacher by the Board of Education subject to the following conditions:

1. Number of Teachers - If there is a qualified applicant, a sabbatical leave may be granted to one teacher per year by the Board of Education. First time applicants shall be selected over anyone who already had a sabbatical in Fairview.
2. Requests - Requests for sabbatical leave must be received by the Superintendent in writing no later than June 1, preceding the school year for which sabbatical leave is sought and the Board shall act upon such request by June 30.
3. Minimum Time to Qualify - The teacher has completed at least seven (7) full school years of service in The Fairview Schools.
4. Pay - A teacher on sabbatical leave for a full year shall be paid by the Board at half pay.
5. Criteria - Sabbatical leaves shall be granted for study in a teacher's field(s) of

certification and/or in a field(s) related to a teacher's assignment in the Fairview School district. Teachers granted such sabbatical leave shall be required to return to the District for at least two complete years following return from sabbatical leave. In default thereof the Board shall be reimbursed the salary paid pursuant to said leave.

6. Return - Upon return from a sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence and he shall be credited with all other benefits for which he would have been entitled during the period of his leave and continuing thereafter upon his return.

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ARTICLE XVIII

SEPARATION COMPENSATION

A. Any teacher retiring or leaving the district after completing fifteen (15) years of service in Fairview shall receive the sum of \$75.00 x their accumulated number of unused sick leave days accrued during their period of employment in the Fairview School District.

B. If a teacher should die during the duration of this Agreement, said teacher's surviving spouse, designated beneficiary or their estate shall receive the terminal leave compensation as computed in Section A of this Article provided the same does not escheat to the State or Federal government.

C. The maximum number of days to be credited for the purpose of calculations in this Article shall be 175 days.

D. It is specifically understood that the receipt of benefits under this Article, paragraph A above, is in lieu of any benefits which may be awarded under State Law. In the event any such State law shall improve upon the benefits herein provided, the Board shall have no obligation to honor the terms of this Article and the same shall be null and void and of no effect.

ARTICLE XIX

AGENCY SHOP

Effective July 20, 1980, and in accordance with Chapter 477, N.J. Public Laws, 1979, the Fairview Board of Education agrees to deduct from the salaries of the members of the bargaining unit the lawful dues chargeable by the Fairview Education Association and its affiliates. The amount so deducted shall be limited to a maximum of 85 percent of the annual dues certified by the Fairview Education Association to Board's secretary as the appropriate dues chargeable by said organization.

This provision shall not apply to members of the bargaining unit who have authorized payroll dues deductions to the Association in compliance with Chapter 233, N.J. Public Laws of 1969, (NJSA 52:14-15.9e). The deduction of the dues as described in this paragraph shall further be governed by the rules established by the New Jersey State Department of Education.

ARTICLE XX

DURATION OF AGREEMENT

This agreement will be effective as of July 1, 2008 and will continue in effect until June 30, 2011. The document contains the entire agreement of the parties and may not be altered or amended except in writing with the same formality as this agreement. This agreement will not be extended orally, and it is expressly understood that it will expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, The Association has caused this agreement to be signed by its President and Secretary and the Board of Education has caused this agreement to be signed by its President, attested by its Secretary.

FAIRVIEW EDUCATION ASSOCIATION FAIRVIEW BOARD OF EDUCATION

Phyllis Cecere,
Chairperson of Negotiation, FEA

Martin Booth, PRESIDENT

Carol Ann Gratta, President of FEA

Patrick Caufield, SECRETARY

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SCHEDULE A
GRIEVANCE FORM

Grievance No. _____

Grievant's
Name _____

School _____

Job Title and Grade _____

Immediate Supervisor _____

Contract Clause(s), Policies, Regulations and Statutes Alleged to have been violated:

Description of Violation: Describe the facts upon which the grievance is based and specifically how these facts violate relevant policies, regulations and statutes, or the contract:

Date: _____

GRIEVANCE FORM

Page 2 of 2 pages.

Step I. Date Received: _____ Date Answered _____

Disposition: Denied: _____ Granted: _____

Reason: _____

Supervisor's Signature: _____

I am not satisfied with the outcome of Step I and wish to proceed to Step II.

Association Designee: _____ Date: _____

Step II. Date Received: _____ Date Answered: _____

Disposition: Denied _____ Granted: _____

Reason: _____

Supervisor's Signature: _____

I am not satisfied with the outcome of Step II and wish to proceed to Step III.

Association Designee: _____ Date Answered: _____

Step III. Date Received: _____ Board Hearing Date: _____

Date Answered: _____

Disposition: Denied _____ Granted: _____

Reason: _____

Grievance Committee Chairperson's Signature: _____ Date: _____

The Grievant is not satisfied with the outcome of Step III and the Association wishes to proceed to arbitration.

Association Officer's Signature: _____ Date: _____

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**SCHEDULE B
FAIRVIEW TEACHERS SALARY GUIDE**

STEP	08-09	09-10	10-11
1	41,890	43,550	45,310
2	42,190	43,850	45,610
3	42,490	44,150	45,910
4	42,790	44,450	46,210
5	43,090	44,750	46,510
6	44,485	45,740	47,495
7	45,985	47,230	48,975
8	47,485	48,730	50,475
9	48,985	50,230	51,975
10	50,485	51,730	53,475
11	52,185	53,430	55,175

12	54,385	55,730	57,475
13	56,785	58,230	59,975
14	59,385	60,930	62,675
15	62,185	63,830	65,575
16	65,185	66,930	68,675
17	68,385	70,230	71,975
18	72,975	74,625	76,275

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<u>DEGREES</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
BA + 30	\$1,200.00	\$1,200.00	\$1,200.00
MA	\$1,950.00	\$2,000.00	\$2,400.00
MA + 30	\$2,950.00	\$3,100.00	\$3,600.00
PHD	\$3,450.00	\$3,500.00	\$4,000.00

LONGEVITY

	07/11
Beginning 18th year	2,900
Beginning 21st year	4,300
Beginning 24th year	6,500

All personnel not currently receiving longevity will begin receiving such benefits at the start of their eighteenth year of employment in the Fairview Public School District. Any teaching staff members with Twenty Four (24) years or more of service in the Fairview School District, as of the 2004/2005 school year, will receive an additional salary enhancement of \$2,500 during each year of the contract.

SCHEDULE C

EXTRA CURRICULAR ACTIVITIES

ACTIVITY	08/09	09/10	10/11
Basketball	2,489	2,613	2,744
Baseball/ Softball	2,489	2,613	2,744
Chorus/ Band	3,548	3,725	3,911
Yearbook	2,489	2,613	2,744
Mayor for the day	475	499	524
Cheerleader	2,489	2,613	2,744
Board Member for a day	475	499	524
Honor Society Adv. Student Council Adv.	728	764	802
Central Detention Supervisor	44 per day	46 per day	48 per day

