

AGREEMENT

BETWEEN

FREDON BOARD OF EDUCATION

AND

FREDON EDUCATION ASSOCIATION

JULY 1, 2010 TO JUNE 30, 2013

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PREAMBLE

This Agreement entered into on 07/01/10 between the Board of Education of Fredon Township, New Jersey, hereinafter called the "Board" and the Fredon Education Association, hereinafter called the "Association."

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certified personnel under contract or on a Board approved leave including:

classroom teachers, nurses, librarian, speech therapists, remedial reading specialists, learning disability teachers, social workers, school psychologists and supplemental teachers.

but excluding:

all other titles not specifically mentioned above.

- B. The term "teacher" when used hereinafter in this Agreement shall refer to all professionals represented by the Association as defined above. Any reference to male teachers shall include female teachers and vice versa.
- C. It shall be the sole right of each teacher to join or not to join the Fredon Education Association, S.C.E.A., N.J.E.A. or N.E.A.
- D. Representation Fee:
1. Purpose of Fee
If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following 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

Prior to the beginning 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 will be 85% of the total dues package.

b. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of any action or not taken by the Board for the purpose of complying with any provisions of this Article. The Association shall intervene in and defend any administrative or court litigation.

3. Deduction and Transmission of Fee

a. Notification

On or about the 15th of September of each year the Board will submit to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to 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 the full amount of the yearly representation fee referred to in Section D-2, in equal installments beginning with the first paycheck in January.

c. Termination of Employment

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

d. Mechanics

Except as otherwise provided in this Article, 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.

- e. Changes
The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.
- f. New Employees
On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, dates of employment and place 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, death.

E. It is expressly noted that teachers compensated at an hourly rate are not covered by this Agreement.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, New Jersey Public Laws, 1974, in a good faith effort to commence negotiations on or about the month of December prior to the end of the contract year. Upon reaching a tentative agreement by the negotiating teams, a memorandum signed by the negotiating team, shall be drawn up and submitted to the Board and Association. The agreement becomes final after the full Board and Association approve the agreement. Any agreement negotiated shall apply to all teachers represented, be reduced to writing and be signed by the Board and Association.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and adopted at a meeting of both parties.

ARTICLE III
TEACHER RIGHTS

- A. All rights and protections for Association members shall be in accord with Chapter 123, Public Law 1975.
- B. Whenever a teacher is required to appear before any Administrator, Supervisor, or board for investigatory purposes which he reasonably believes could result in discipline, he/she has the statutory right to representation and shall be given prior written notice of the reasons for such meeting or interview.
- C. Association Identification: No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws.
- E. Leaving the building: Teachers may leave the building without requesting permission during their scheduled duty-free lunch. They shall notify the central office of their departure and return. Any teacher who is late in returning from lunch twice in one school year shall lose this privilege for that school year.
- F. Criticism of Teachers: Any question or 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, except if such discussion would violate the Sunshine Law in any way.
- G. Lunch Periods: Teachers shall have a daily duty-free lunch period of at least 30 minutes.
- H. Bargaining unit members shall have the opportunity to enroll their children in the District's pre-school program if there are vacancies remaining after community participation. Tuition shall be at the currently established rate.

ARTICLE IV
RIGHTS OF PARTIES

- A. The board, subject only to the language of this Agreement reserves full jurisdiction and authority over matters of policy and claims all rights as are granted currently and in the future by New Jersey laws and regulations.
- B. The Association and its representatives shall have the right to use the school building at reasonable hours for meetings with approval of the Superintendent. The Superintendent shall be notified, in writing and in advance of the time and place of all such meetings.
- C. The Association and its representatives shall have the right to use the inter-school mail facilities and school mail boxes as necessary and without the approval of the Superintendent.
- D. The Association shall pay for the reasonable cost of all materials and supplies for personal use and for any repairs to equipment or machinery necessitated as a result of use for Association business.
- E. The rights and privileges of the Association as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organization.
- F. The Board agrees to furnish to the Association the following information concerning the operation of the Fredon school district: Annual Financial Records and Audits in the form presented to the Board, and which become available to the public, register of Certificated Personnel, Minutes of all Board meetings, pupil census data, individual and group teacher health insurance premiums, teacher experience figures, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers.
- G. The Association shall have the right to use a bulletin board in a designated mutually agreeable area. Copies of all materials to be posted on such bulletin board shall be provided to the building principal at the time of posting. The Administration/Board reserves its right and responsibilities as they relate to material posted on bulletin boards and to order the removal of any material. Such responsibility shall be exercised in a reasonable manner.

ARTICLE V
TEACHER WORK YEAR

- A. Effective the 1996-97 school year, one additional work day was added to the in-school work year. This additional work day shall be contiguous to the school year and may be either an in-service or regular school day, at the discretion of the Board. The in-school work year shall include all days when pupils are in attendance, one orientation day and such number of in-service days as established by the Board and Association, for a total of 184 work days.
- B. Arrival and Dismissal Time: The instructional day shall begin at 8:15 a.m. and end at 3:05 p.m. during the 2001-2002 school year. The instructional day will increase by five (5) minutes each year resulting in a fifteen (15) minute increase in the total instructional day during the 2003-2004 school year. The additional time will be assigned to the extension of the pm dismissal time and Early Dismissal will remain at 1:00 p.m. On Fridays or on days preceding holidays or vacation, the teachers' day shall end at the close of the pupil's day. Teachers may leave after the buses have departed the school parking area.
- C. Inclement Weather: Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.
- D. Notice and Agenda: The notice and agenda for any faculty meeting shall be given to the teachers involved at least ONE (1) day prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

ARTICLE VI
INSTRUCTIONAL PLANNING

- A. Every teacher shall plan and teach course content in the manner he considers most practical and useful. Teachers who have received satisfactory evaluations shall not be required to submit standardized daily or weekly lesson plans, which involve a mandated procedure or form but will have plans available for administrative review if requested. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed.
- B. Prep Time

The Board of Education recognizes the importance and professional value in providing teachers with prep time on a daily basis. While acknowledging that this may not be possible every day, the Superintendent will make every

effort to assure that each teacher is scheduled in a manner to allow one instructional free period daily. In the event that a prep cannot be scheduled for a given day, the teacher shall be released from any duty period that may be scheduled for that day as compensation for the lost prep.

The administration shall grant one day per month for BSI and Special Education inclusion teachers to be used as a planning day for the purpose of articulating coursework and individual student modifications. Substitutes shall be provided for class coverage.

ARTICLE VII
TEACHER EMPLOYMENT

- A. Teachers shall be notified of their contract and salary status, if adopted by the Board and the Association, for the ensuing year no later than the date established by law. Non-tenured teachers' contracts are to be returned to the Board within two weeks of receipt.

ARTICLE VIII
TEACHER EVALUATION

- A. Frequency: Teachers shall be evaluated by their immediate superiors as per Title 18A.
- B. Open Evaluation.

All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, and similar surveillance devices shall be strictly prohibited.

- C. Evaluation by Certified Supervisors.
 - 1. Teachers shall be evaluated only by persons certificated as administrators or supervisors by the New Jersey State Board of Examiners to supervise instruction.
 - 2. Evaluators shall be regular employees of the school district.
- D. Copies of Evaluation: A teacher shall be given a copy of any class visit or evaluation report prepared by this evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without a prior

conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

E. Conferences.

Evaluation conferences shall occur within fifteen (15) days of the observation. The conference shall be held within the school day and without loss of benefit to the teacher.

F. Personnel Records.

1. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have representative(s) of the Association accompany him/her during such review. At least once every four (4) years a teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, the Superintendent or his/her designee agree they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at Level Two. This provision shall not apply to evaluations.
2. No material derogatory to a teacher's conduct, service, character or personality or any material which could have an adverse effect on a teacher's status shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
3. The Board shall have the right to protect the confidentiality of personal references, academic credentials and other similar documents concerning its staff.

G. Termination of Employment

Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to any recommendation for severance and no documents and/or material shall be placed in his/her personnel file of such teacher after severance or otherwise than in accordance with procedure set forth in this ARTICLE.

ARTICLE IX
SALARIES

A. Salary Schedule: The salary of each teacher covered by this Agreement is set forth in Schedule "A: which is attached hereto and made a part hereof. Extra pay for Extra Services - Schedule "B."

B. Method of Payment

1. Ten (10) month

Each teacher employed on a ten (10) month basis shall be paid on the 15th and 30th of each month per current practice. Teachers have the option of requesting in writing by August 15 of each year that their 10 month contractual salary be dispersed over a 12 month period.

2. Summer pay plan

Each teacher may individually elect to have any specified percent or amount of his/her monthly salary deducted from their pay.

3. All voluntary employee deductions shall be deducted and dispersed on the 15th and 30th of each month.

4. Exceptions

a. First pay in the month of September shall be the 1st Friday of the teacher's work year. Teachers shall notify the district in writing of any change in deductions by August 15th, forms will be distributed at the last faculty meeting of the year.

b. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

5. Final Pay

Each teacher shall receive his final pay on his last working day in June.

6. Continual Service Credit in Fredon Township School:
 - a. Maternity Leave is not considered a disruption in service when as a Personal Leave would be. Leave years will not be counted toward Continual Service Credit.
 - b. Longevity: Teachers hired prior to June 30, 1993 shall receive the following longevity:
 - 1) 10 years in Fredon = 2% X salary at guide placement.
 - 2) 15 years in Fredon = 4% X salary at guide placement.
 - 3) 20 years in Fredon = 6% X salary at guide placement.

There shall be no longevity paid for personnel hired after July 1, 1993.

7. Fair pay - Placement of certified staff on the salary guide shall in no manner reflect the number of years service in the district, nor affect tenure, seniority or right to all benefits. Any new teacher hired shall not be placed in a higher step of the salary guide than teachers of the same amount of experience and said experience, either teaching or other acceptable professional experience, shall be converted pursuant to the conversion procedure utilized to construct the present certified teacher placement.
8. The Board retains the right to withhold salary increases in accordance with Title 18A:29-14.

ARTICLE X INSURANCE PROTECTION

- A. All eligible teachers and their dependents shall be covered by a health insurance plan, which shall include hospitalization and Major Medical at Board expense, when the teacher requests this coverage and completes the required forms. This coverage shall commence as the Master Policy provides, on the first day of employment.
- B. All eligible teachers and their dependents shall be covered for the Dental Program at Board expense after the teacher requests the coverage and completes the required enrollment forms. This coverage will commence as the Master Policy provides.

- C. The Board shall provide the health-care insurance protection designated above for all eligible employees as detailed in the master policies and contracts. The Board shall pay the full premium per the above-mentioned schedules for Family-plan, Parent & Child, Husband & Wife, and Single insurance coverage.
- D. Retirement Coverage: The Board shall provide for continuance of health-care insurance after retirement at the retired teacher's expense based on the group insurance rates.
- E. For all staff hired after March 1, 1996, only single coverage health insurance shall be paid by the Board for the first three years of employment. During this first three years of employment, the employee shall have the option to purchase additional coverage at employee expense.
- F. All employees hired for the 1998-1999 school year and thereafter shall be required to contribute a copayment of 15% of the actual Board cost for all health benefits, or 1.5% of salary, whichever is higher, for all health benefits. (15% effective, 7/1/08, 15% or 1.5%, whichever is greater, effective 7/1/10)
- G. Health Insurance protection shall be converted to a PPO plan.
- H. The Fredon Township Board of Education agrees to purchase a long-term disabilities plan.
- I. Prescription plan co-pay amount shall be \$0 mail order, \$10.00 generic, and \$20.00 name brand (Effective 7/1/05).
- J. District shall offer the option of a POS Health Plan, which employees may select. (Effective 7/1/05).
- K. Effective, July 1, 2010, a vision care plan program shall be established for all employees and dependent family care members. Coverage shall be subject to the same contribution copayment rates as outlined in Article X, Paragraph F.
- L. Effective, July 1, 2010, the Board and Association agree to establish a "sick bank" in accordance with the terms of the Sick Bank Program.

ARTICLE XI
TUITION REIMBURSEMENT

- A. The Board will upon completion of a Board approved course with a minimum grade of "B" reimburse the teacher in an amount no greater than Rutgers University tuition cost per credit earned during the fiscal year this

agreement is in force. The total number of credits to be subsidized in the fiscal year for any member is not to exceed 12 credits; 9 credits during the school year (September-June 15) a maximum of 6 credits per semester.

- B. To be eligible for reimbursement, credits must have prior approval of the Board. As of July 1, 1998 all newly hired staff members must have completed 3 years of service in district to be eligible for course reimbursement unless recommended by the Superintendent.
- C. The Board will not reimburse undergraduate credits, teacher certification credits, or credits gained through courses that the Board judges to be outside of the interest of improved education in the Fredon Township School.
- D. The Board shall establish an annual budget amount of \$15,000.00 (fifteen thousand) per year, which will be used to fund all staff tuition reimbursement requests. Reimbursements will be made equally to all staff members who have received Board approval on a percentage formula in relation to the annual budgeted amount and limited to the provision set forth in Article XI (A, B, C). Whenever the requested amount of tuition reimbursement exceeds the established budgeted amount each staff member will receive an equal percentage of the approved Rutgers University tuition rate. Request and approval of course reimbursement shall be submitted to the Superintendent by September 15 for fall course work and January 1 for Spring courses. The Board will make payments on January 30 and June 30 of each year.
- E. All salary adjustments will be made only in September and must be filed with the Superintendent no later than August 15.
- F. Any approved credits earned while on leave of absence shall qualify for advancement on the Salary Guide. However, they will not qualify for credit reimbursement. The Board of Education will establish a Section 125 Plan for all employees.
- G. Effective July 1, 2001 all previous accrued Continuing Education credits will be acknowledged in the employees End of the Year Assessment, which will apply toward movement on the guide. (See Appendix 1)
- H. Employees hired prior to July 1, 2001 shall be entitled to earn additional CEU credits during the length of the 2001-2004 contract not to exceed one (1) full credit (15 hours).
- I. Payment for summer course work June 15 – August 30, will also be made by payment dates mentioned in Section D.

ARTICLE XII
SEPARABILITY AND SAVINGS

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 provisions or applications shall continue in full force and effect.

B. Nondiscrimination.

The Board agrees that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, or sexual orientation.

C. 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 by telegram or registered letter at the following addresses:

1. If by Association to Board at 459 Route 94, Newton, New Jersey 07860

2. If by Board to Association 459 Route 94, Newton, New Jersey 07860

D. Annually by December 1, the Board through the Superintendent shall solicit from the staff the number of staff members who intend to qualify for movement on the guide for the next fiscal year. Only staff who have declared their eligibility will be entitled to advancement on the guide in accordance with Article XI.

ARTICLE XIII
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A “grievance” is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting the term and conditions of employment of a teacher or a group of teachers. There are three types of grievances.

- a. A grievance based upon the violation of the express written terms of this contract, if not resolved, shall terminate in arbitration, with an arbitrator agreeable to both parties.
- b. A grievance based upon the interpretation, application, or violations of Board policies or administrative decisions, if not resolved, shall terminate at the Board level.
- c. A grievance based upon the interpretation, application, or violations of terms and conditions of employment established by statute or administrative rules or regulation shall be processed through level two of this procedure and may be appealed only to the appropriate administrative agency having jurisdiction in said matters.

2. A grievant is the person or persons making the claim or on whose behalf the Association is making the claim.

3. Days when used herein shall mean business days.

B. Purpose

1. The purpose of this procedure is to resolve disputes that are involving the terms and conditions of employment of employees covered by this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

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

C. Procedure

1. Time limits

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

2. Year end grievance

In the event a grievance is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Limitations on Filing: A grievance shall be initiated at Level One of this procedure within twenty (20) business days of the date of the incident or occurrence giving rise to the grievance.

4. Level One - Principal or Superintendent

A teacher with a grievance shall first discuss it with his Principal/Superintendent, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

5. Level Two - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Superintendent, the grievant, within five (5) days after a decision by the Superintendent, or fifteen (15) days after the grievance was delivered to the Superintendent, whichever is sooner, file the grievance in writing to the Board of Education. The Board or a Committee thereof shall review the grievance and may, at its discretion, hold a hearing with the employee and render a decision in writing within thirty (30) days of receipt of the grievance by the Board.

6. Level Three - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within thirty (30) days after the grievance was delivered to the Board, he may, within five (5) days after a decision by the Board or thirty-five (35) days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- b. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association or the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or the Public Employment Relations Commission depending on which arbitration agency is used.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law. The arbitrator may not add to, subtract from, or otherwise modify the Agreement between the parties. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon the parties.
- d. Arbitration meetings will be held at times other than the regular school day.
- e. Each party shall pay its own costs for arbitration preparation. The parties shall share equally the fee and the expense, of the arbitrator and arbitration proceedings.

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.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any part 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. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent.

2. Written decision

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure 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. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher or group of teachers to proceed to the next step. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C. Paragraph 6c of this article.

3. Waiver of Grievance

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the aggrieved of the decision rendered at that step.

4. 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.

5. Forms

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

6. Meetings and hearings

All meetings and hearings under this procedure shall not be conducted in public unless desired by the aggrieved person or group and shall include only such parties in interest and their designated representatives.

7. Grieve-Work Rule

It is understood that all teachers, including the grievant, shall during and notwithstanding the pendency of any grievance, continue to observe all directives and assignments and applicable rules and regulations of the Board and its Administrators until such grievance and any effect thereof shall have been fully resolved provided said directive, this provision, etc., is not found contrary to the law.

ARTICLE XIV
SEPARATION BENEFITS

Effective July 1, 2010:

The Fredon Township Board of Education will grant \$45 for unused sick days up to a maximum of two hundred fifty (250) days to teachers leaving the Fredon Township School System after twenty (20) years in education, the last fifteen (15) years of which have been served in Fredon. A RIFed teacher has no entitlement until his name has been removed from the RIF list. The district payment shall be capped at eleven thousand two hundred fifty dollars (\$11,250).

Effective July 1, 2011:

The Fredon Township Board of Education will grant \$50 for unused sick days up to a maximum of two hundred fifty (250) days to teachers leaving the Fredon Township School System after twenty (20) years in education, the last fifteen (15) years of which have been served in Fredon. A RIFed teacher has no entitlement until his name has been removed from the RIF list. The district payment shall be capped at twelve thousand five hundred dollars (\$12,500).

For teachers hired prior to July 1, 2001 the Board will grant \$45 (\$50 in the 2nd and 3rd years) for unused sick days up to a maximum of 175 days to teachers leaving the Fredon Township School System after 10 years in Fredon and 15 years in education if they don't meet the 15 years in Fredon and 20 years in education.

All teachers hired during or after the 2001-2002 school year will need to meet the 15 years in Fredon and 20 years in education, in order to be granted the \$45 (\$50 in year 2 and 3) for unused sick days up to a maximum of 250 days.

ARTICLE XV
PERSONAL, SICK, FAMILY ILLNESS, AND FUNERAL DAYS

- A. Sick days: Absences for this cause shall be allowed and shall include pay not exceeding ten (10) school days in any one school year.

If less than said ten (10) school days of allowed sick leave is taken in any school year then the number of days not utilized (but not more than ten) shall be accumulative beginning from the date of the teacher's continuous employment by the board, and available for additional sick leave in subsequent school years, indefinitely.

Absences on sick leave always shall be charged first to the ten day allowance for the current school year under subsection 1 until it is fully utilized and thereafter to the cumulative credit, to the extent that such credit is available.

In all absences under this section exceeding five (5) consecutive days, the teacher must provide a physician's note to the Administrator.

- B. Family Illness Days: Where personal presence is advisable because of the illness of (a) a parent, (b) a child, or (c) any other person living in the teacher's immediate family household, absence will be allowed:
1. For a period of four (4) days per year, accumulative to a maximum of six.
 2. Thereafter without pay.
 3. An informal explanation stating the nature of the absence will be provided upon request.
- C. Death in Family

1. Absences due to death in the teacher's immediate family or household, including father-in-law, mother-in-law, grandparent, grandchild, or close personal friend, shall be allowed with pay, for the required period but not to exceed four (4) school days in each such case.
 2. Absences due to the death of a nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, and any other relative or close personal friend not living with the immediate family of a teacher, will be allowed with pay for the day of the funeral.
- D. Personal Days: Absence for personal leave may be allowed only with permission of the Superintendent after advanced request in writing and shall be three (3) days with pay per year, non-accumulative.
1. Personal days may not be taken before or after a school vacation or holiday for the singular purpose of extending a vacation period.
 2. A maximum of two (2) unused personal days per year will accumulate as sick days, one for one.
 3. In the event of unforeseen circumstances, no notice would need to be given.
- E. Any teacher seeking to use sick leave for reasons associated with pregnancy, shall, at least sixty days in advance of the leave, notify his/her C.S.A. in writing. Included shall be a medical certification of expected birth date.

The Board shall grant child rearing leave of absence, without pay, immediately following the conclusion of sick leave associated with childbirth or commencing on a date following the birth of the child, to any teacher upon request in accordance with applicable statutes, regulation and State agency decisions for the balance of the school year in which the leave is requested. Teachers shall be granted a leave of absence, without pay, for child rearing purposes for a maximum of one full school year following the school year in which the initial child-bearing leave occurs, depending upon the request of the individual teacher. Return may occur with a notice confirming intent to return expected at least sixty (60) days prior to the conclusion of the leave.

Teachers adopting a child shall have similar leave. Sixty days notice shall be given. A teacher who requests less notice time will be granted such request if a replacement can be found.

ARTICLE XVI

- A. This Agreement shall be effective for July 1, 2010 to June 30, 2013.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their Corporate Seals to be placed hereon, all on the day and year first above written.

Dated:

Board President

Dated:

Board Secretary

Dated:

F.E.A. Co-President

Dated:

F.E.A. Co-President

Dated:

F.E.A. Secretary

SCHEDULE B

2010 - 2013

July 1, 2010: \$30.00 per hour

July 1, 2011: \$32.00 per hour

July 1, 2012: \$34.00 per hour

STUDENT COUNCIL	\$600.00 stipend per person, not to exceed \$1200.00
ACTIVITY	\$30.00 per hour
SOCCER	\$30.00 per hour
BASKETBALL	\$30.00 per hour
BASEBALL	\$30.00 per hour
GYMNASTICS	\$30.00 per hour
SUMMER SCHOOL TEACHER	\$30.00 per hour
SUMMER SCHOOL LIBRARIAN	\$30.00 per hour
CURRICULUM REVIEW	\$30.00 per hour
HANDCHIMES	\$30.00 per hour
ELP	\$30.00 per hour
FAMILY MATH	\$30.00 per hour
FAMILY SCIENCE	\$30.00 per hour
HONORS CHOIR	\$30.00 per hour
SEEK	\$30.00 per hour
VOLLEYBALL	\$30.00 per hour
NATIONAL ELEMENTARY HONOR SOCIETY	\$30.00 per hour

GEOGRAPHY BEE \$30.00 per hour

SIXTH GRADE ENVIR. ED. \$125.00 per day per person, \$500.00
per per year, maximum five staff.

Washington, D.C. Trip

- a. Each teacher volunteering to attend will receive 1 compensation day for each calendar day of the trip. The number of teachers will be 1 per homeroom for grade(s) attending. Compensation days must be used prior to the end of the calendar year (December 31) following the trip.
 - b. The district will employ a certified nurse to attend the trip.
-
- Effective July 1, 2010, payment for all activities listed on Schedule B shall be made within thirty (30) calendar days of completion of the activity and submission of the timesheet by the activity advisor.

Appendix 1

1. In-service credits will accrue toward horizontal advancement on the salary guide.
2. The courses included toward the continuing education credits shall be pre-approved by the Superintendent.
3. Each 15 hours of class contact time shall equal one (1) district credit. Courses which are less than 15 hours will receive the pro-rated district credit based on the 1 credit/15 hour formula

Appendix 2
SICK LEAVE BANK PROGRAM

OVERVIEW

The parties agree to establish and implement a sick leave bank utilizing voluntary donations of sick days to assist employees who experience a health condition or injury sufficient to disable them from reporting for work for extended periods of time. This program is established pursuant to Public Law 2007, Chapter 223.

A committee shall be established to administer the sick leave bank. The committee shall be comprised of six members; three appointed by the Association and three appointed by the Board. The committee shall establish standards and procedures as it deems necessary and appropriate for the operation of the sick leave bank. These shall include, but not be limited to, eligibility requirements for participation in the sick leave bank and the conditions under which an employee may draw days from the sick leave bank. Decision making authority for all aspects of the sick leave bank shall rest exclusively with the committee. The determination to grant days from the sick leave bank shall be made on the basis of objective criteria as established by the committee.

The nature of the disability shall be determined by a health care professional who shall document the nature of the disability in writing.

Employees who wish to participate in the sick leave bank shall submit a written notice of such intent to the committee prior to the start of each school year on a form provided by the committee. Only employees who participate in the sick leave bank may draw days from the bank.

GUIDELINES

Each participant shall donate a minimum of one (1) day per year by September 15th. Donated days may be sick days, personal days, vacation days and compensatory days. The donation of days is irrevocable. After the September 15 deadline, FEA members are not eligible to participate in the Sick Bank Program for that school year regardless of past participation.

The maximum number of days an individual employee may draw from the sick leave bank shall be thirty (30) days per year.

The sick leave bank shall run from September 1 through August 31 of each school year. Before days can be drawn from the sick leave bank, the employee must have exhausted their individual accumulated sick days, personal days, vacation days and compensatory days.

The duration of the disability for which additional sick days are requested must be at least seven (7) consecutive working days.

The Board reserves the right to request an independent evaluation by a health care professional selected by the board, at the board's expense, prior to a final determination of eligibility.

A majority vote is required to reject an application for additional sick days.

CRITERIA FOR EMPLOYEES TO DRAW DAYS FROM THE BANK

The committee shall judge requests from employees for additional sick days from the sick leave bank based on the following criteria:

Is the employee requesting additional sick days a participant in the sick bank program?

Yes _____ No _____

Employee has exhausted/will exhaust his/her personal accumulated leave days?

Yes _____ No _____

Is the employee disabled as defined by the program guidelines?

Yes _____ No _____

Will the length of the disability be at least seven (7) days?

Yes _____ No _____

Is the nature of the disability documented by a physician?

Yes _____

No _____

If the answer to each of the foregoing questions is yes, the request for additional sick days shall be approved by the committee. If rejected, the employee may appeal and offer additional information to the committee for further consideration. However, the decision of the committee is final and not subject to appeal to the Board of Education or the grievance and arbitration procedure.

FREDON SCHOOL DISTRICT
Request to Utilize Sick Leave Bank Days

Employee Name: _____ Date: _____

Position/Assignment: _____

School/Department: _____

Service time in district: _____ Years _____ Months

Days absent in current school year: _____

Reason for requesting Sick Bank Leave Days:

(Circle one) I have/will have used all of my available sick leave, personal leave, vacation and compensatory days for the current school year. Therefore I am requesting days from the sick leave bank.

Number of days requested from the bank: _____

Sick leave bank days should start on _____/_____/_____

The requested days are necessary for the following reason:

I acknowledge that I must provide medical documentation regarding this request.

Signature: _____

Date: _____

**THIS FORM MUST BE COMPLETED IN FULL TO BE CONSIDERED.
INCOMPLETE INFORMATION WILL RESULT IN A DELAY IN
CONSIDERING YOUR REQUEST.**

**FREDON TOWNSHIP SCHOOL DISTRICT
Employee's Physician/Medical Practitioner Statement**

Patient's Name: _____

Nature of Disability:

Is the patient still under your care? _____ **Yes** _____ **No**

How long will the patient be unable to work?

Estimated date for employee to return to work?

Physicians signature _____ **Date:** _____

Type/print Physicians name: _____

**THIS FORM MUST BE COMPLETED IN FULL TO BE CONSIDERED.
INCOMPLETE INFORMATION WILL RESULT IN A DELAY IN
CONSIDERING YOUR REQUEST.**

Application for Participation in Fredon School's (FEA) Sick Bank

1. Name: _____
2. School Year: _____
3. Number of Days Donated to Sick Bank: _____
4. FEA Member Signature: _____
5. Superintendent Signature: _____
6. Date: _____

***The above information needs to be submitted prior to September 15th of each school year, in order to participate in the Sick Bank Program for that school year.**

**SALARY GUIDE
2010-2011**

Guide	<u>BA</u>	<u>BA15</u>	<u>BA30</u>	<u>MA</u>	<u>MA15</u>
1/2	47,471	48,171	48,871	50,271	50,971
3/4	47,971	48,671	49,371	50,771	51,471
5	49,141	49,841	50,541	51,941	52,641
6/7	50,451	51,151	51,851	53,251	53,951
8	51,861	52,561	53,261	54,661	55,361
9/11	53,371	54,071	54,771	56,171	56,871
12	55,006	55,706	56,406	57,806	58,506
13	56,741	57,441	58,141	59,541	60,241
14	58,576	59,276	59,976	61,376	62,076
15	60,511	61,211	61,911	63,311	64,011
16	62,546	63,246	63,946	65,346	66,046
17	64,681	65,381	66,081	67,481	68,181
18	66,916	67,616	68,316	69,716	70,416
19	69,251	69,951	70,651	72,051	72,751
20	71,686	72,386	73,086	74,486	75,186
21	74,221	74,921	75,621	77,021	77,721
22	76,856	77,556	78,256	79,656	80,356

**SALARY GUIDE
2011-2012**

Guide	<u>BA</u>	<u>BA15</u>	<u>BA30</u>	<u>MA</u>	<u>MA15</u>
1/2	49,187	49,887	50,587	51,987	52,687
3/4	49,687	50,387	51,087	52,487	53,187
5	50,857	51,557	52,257	53,657	54,357
6/7	52,167	52,867	53,567	54,967	55,667
8	53,577	54,277	54,977	56,377	57,077
9/11	55,087	55,787	56,487	57,887	58,587
12	56,722	57,422	58,122	59,522	60,222
13	58,457	59,157	59,857	61,257	61,957
14	60,292	60,992	61,692	63,092	63,792
15	62,227	62,927	63,627	65,027	65,727
16	64,262	64,962	65,662	67,062	67,762
17	66,397	67,097	67,797	69,197	69,897
18	68,632	69,332	70,032	71,432	72,132
19	70,967	71,667	72,367	73,767	74,467
20	73,402	74,102	74,802	76,202	76,902
21	75,937	76,637	77,337	78,737	79,437
22	78,572	79,272	79,972	81,372	82,072

**SALARY GUIDE
2012-2013**

Guide	<u>BA</u>	<u>BA15</u>	<u>BA30</u>	<u>MA</u>	<u>MA15</u>
1/2	50,807	51,507	52,207	53,607	54,307
3/4	51,307	52,007	52,707	54,107	54,807
5	52,477	53,177	53,877	55,277	55,977
6/7	53,787	54,487	55,187	56,587	57,287
8	55,197	55,897	56,597	57,997	58,697
9/11	56,707	57,407	58,107	59,507	60,207
12	58,342	59,042	59,742	61,142	61,842
13	60,077	60,777	61,477	62,877	63,577
14	61,912	62,612	63,312	64,712	65,412
15	63,847	64,547	65,247	66,647	67,347
16	65,882	66,582	67,282	68,682	69,382
17	68,017	68,717	69,417	70,817	71,517
18	70,252	70,952	71,652	73,052	73,752
19	72,587	73,287	73,987	75,387	76,087
20	75,022	75,722	76,422	77,822	78,522
21	77,557	78,257	78,957	80,357	81,057
22	80,192	80,892	81,592	82,992	83,692