

AGREEMENT

BETWEEN

FREDON BOARD OF EDUCATION

AND

FREDON EDUCATION  
ASSOCIATION

JULY 1, 2016 TO JUNE 30, 2019

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PREAMBLE

This Agreement entered into on \_\_\_\_\_ 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, or any certificated staff member that is recognized as a member of the Association.
- 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.

**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. The Board shall, after the commencement of the school year and upon written request from the Association provide, within thirty (30) days of such written request, the following information: a roster of employees who are members of the Association including such employee's last name, first name, employee identification number, job classification, percentage of full time employment, salary guide step, column on the salary guide, base salary, any pensionable adjustments to salary (additional stipends, increment withholding, etc.), medical and other insurance plans selected by the employee and level of coverage (single, family, etc.) for each plan, the cost of each plan for the current contract year, any projected increases in premiums and the employees premium share toward each plan.
- C. On or about the 15<sup>th</sup> of September of each year the Association shall submit to the Board of Education a list of all members of the Association.
- D. By execution of this document each member of the Association hereby waives the right to confidentiality with regard to any of the information noted in Article II Section B hereof.
- E. 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 investigative purposes which he/she 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/she 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:
  - a. Teachers shall have a daily duty-free lunch period of at least 30 minutes, if the District has a 9-period school day.
  - b. Effective July 1, 2017, if the Board decides to implement an 8 period school day, employees shall have a guaranteed 25 minutes duty-free lunch period. Teachers shall have no responsibility for the students during their contractual duty-free lunch period. In the event that any teacher has their duty-free lunch period reduced for any reason resulting from lack of coverage for students, said teacher shall receive a Fifteen Dollar (\$15.00) stipend check per occurrence. Such reductions in a teacher's duty-free lunch period MUST be reported to the Chief School Administrator (or his/her designee) within two days of occurrence or else the teacher waives the right to such stipend check.
- 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/Chief School Administrator. The Superintendent/Chief School Administrator 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/Chief School Administrator
- D. The Association shall pay for the reasonable cost of all materials and supplies 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 rights 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. 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 185 work days. 180 of these work days shall be teacher-pupil contact days.
- B. Arrival and Dismissal Time: The instructional day shall begin at 8:15 a.m. and end at 3:15 p.m. 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.  
  
Two days per month, as determined by administration and upon no less than thirty (30) days prior written notice to the staff, the work day shall begin at 8:00 a.m. for the express purpose of articulation, vertical articulation or PLCs. On these days students shall remain outside the classrooms until 8:15 a.m.
- C. Inclement Weather: Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

- D. Notice and Agenda: Faculty meetings will be held once per month with written notice being received by teachers at least two (2) weeks in advance. Faculty meetings will begin at 3:20p.m. and shall be completed no later than 4:15 p.m. The 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. In the event of cancellation due to emergency or inclement weather the meeting may, at the discretion of administration, be rescheduled for the following week.
- E. Conferences: The attendance of full time teachers shall be required at parent/teacher conferences unless receiving written approval from the Superintendent/Chief School Administrator. Conferences will be held twice during the year on three separate days (1 evening and 2 afternoon) for a maximum of two (2) hours and fifteen (15) minutes per day. Conferences will be held on Early Dismissal scheduled days.
- F. Back to School Night: Full time teachers agree to provide one "Back to School Night" per school year. Back to School night stipend for staff attending more than one shall be Forty Dollars (\$40.00) for each additional night.

## ARTICLE VI

### INSTRUCTIONAL PLANNING

- A. Every teacher shall plan and teach course content in the manner he/she 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. All teachers covered by this Agreement shall be scheduled for one (1) preparatory period each day with a minimum of five (5) per week free from student responsibility, to prepare and or complete all teacher related responsibilities. If a preparatory period is not received by a teacher on a given day, the teacher will be compensated as per the pro-rated hourly rate as determined by the contract.

Effective July 1, 2017, if the Board decides to implement an 8 period school day, the preparatory period shall be increased to NO less than fifty (50) minutes per day (each period would be increased to 50 minutes, and the lunch periods would be 25 minute duty-free lunch periods).

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.
- B. Notice of the teacher's assignment for the next school year shall be given by the last day that teachers are required to report for the school year, unless there are extenuating circumstances as determined at the sole discretion of administration.
- C. Teachers who are required to make an unanticipated move in classroom location and are notified on/or after the student's last day of the school year are entitled to up to one (1) full day (maximum of six (6) hours) of classroom move time, and will be compensated as per the prorated hourly rate as determined by the contract. The day must be utilized prior to the teacher's first day of the new school year and must receive Professional Day approval from administration so that all movements may be coordinated with custodial/building and grounds staff. Teachers are required to complete and submit all necessary time sheet documentation in order to receive reimbursement.
- D. All teachers who have submitted an executed contract shall receive a fully executed copy thereof with the first paycheck of the new school year.

## ARTICLE VIII

### TEACHER EVALUATION

- A. It is recognized that evaluations are an important and useful tool for identifying staff strengths and weaknesses. Therefore, all employees covered by this Agreement shall be evaluated. The Board and teachers are subject to all elements of the evaluation process.
- 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. Employees of Fredon Township School that are hired as permanent, part time, and/or per diem supervisors or administrators are the only employees that may conduct classroom observations.

D. Copies of Evaluation: A teacher shall receive a copy of any observation, or evaluation report, prepared by the evaluator within fifteen (15) teacher working days of the day it was conducted. A teacher shall be given a copy of any observation or evaluation report prepared by this evaluator at least two (2) working days before any conference to discuss it unless the teacher requests to meet sooner. 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 unless the teacher fails to attend a scheduled conference or refuses to schedule such conference within ten (10) working days. No teacher shall be required to sign a blank or incomplete evaluation form. The teacher and/or Association reserves the right to file an official grievance should he/she disagree with the process by which the evaluation was conducted.

E. Evaluation Conferences.

Each teacher shall be observed as per current regulations during each school year. At least one of the required observations shall be announced and preceded by a pre-conference, and at least one of the required observations shall be unannounced. A pre-conference, when required shall occur at least one (1), but no more than seven (7) teaching staff member working days prior to the observation. One (1) post-observation conference may be combined with the annual summary conference. A post-observation conference shall occur no more than fifteen (15) teaching staff member working days following each observation. The teacher shall submit his/her written objection(s) of the evaluation within ten (10) teaching staff member working days following the conference. The objection(s) shall be attached to each party's copy of the annual written performance report.

F. Personnel Records.

1. It is necessary for the orderly operation of the school district to prepare a file for the retention of all papers bearing upon an employee's duties and responsibilities to the district and the district's responsibilities to the employee. The Board requires that sufficient records exist to ensure an employee's qualifications for the job held, compliance with federal, state and local benefit programs, conformance with district rules, past and current signed contracts by all parties, and evidence of completed evaluations. Employees shall be notified of any document placed in their personnel files. Any negative document that is to be added to an employees file shall be done after prior written notification.
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/Chief School Administrator 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".

1. Effective July 1, 2016, the base salaries of the Association shall be increased by 2.50%.
2. Effective July 1, 2017, the base salaries of the Association shall be increased by 2.50%.
3. Effective July 1, 2018, the base salaries of the Association shall be increased by 2.50%.
4. All base salary increases are inclusive of increment and retroactive to the date(s) referenced above, where applicable.
5. Salary guides are to be mutually developed by both parties.
6. All parties agree that the mutually developed guides shall reflect that there is to be NO movement on the guide for the term of this Contract.

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 payplan

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 first (1<sup>st</sup>) 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 payday 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. Fair pay - Placement of certified staff on the salary guide shall in no manner reflect the number of year's 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.
- 7. 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, dental coverage, prescription coverage and vision coverage. Coverage will begin on the first day of employment.
- B. Effective July 1, 2013, hospitalization and prescription coverage shall be provided by the School Employees Health Benefits Program (SEHBP). Should the Board elect to change carriers, benefit levels will be equal to or better than those provided by the SEHBP on July 1, 2013. The standard insurance plan shall be Direct-IO plan, but employees shall be free to select from any of the plans offered by the SEHBP.
- C. Contributions by employees towards hospitalization and prescription premiums shall be in accordance with and governed by N.J. Public Law 2011, Chapter 78. Dental contribution to follow Chapter 78 rules with 10% contribution by the employees in the event that the dental insurance structure changes back to employees being enrolled in the state health plan, while retaining private dental insurance coverage. Effective July 1, 2013, vision coverage shall be fully paid by the Board.
- 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. The Fredon Township Board of Education agrees to purchase a long term disability plan.
- F. Flexible Spending accounts for Health/Dependent Care:  
  
The Board shall provide and pay the administrative expenses for a Dependent Care Flexible Spending Account (FSA) and Section 125 Cafeteria Plan of the Internal Revenue Code (26 U.S.C. 125) for payment of any medical, dental and vision insurance costs to an employee as permitted by law. Participating employees shall carry over to the next year up to Five Hundred Dollars (\$500.00) of unused funding remaining at the end of the plan year.
- G. Employees who elect to opt-out of health insurance shall receive \$1,500 per year, half on

December 1<sup>st</sup> and half on June 15<sup>th</sup> .

## 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. Non-tenured employees shall be eligible for a maximum of six post-graduate credits per year.
- B. To be eligible for reimbursement, credits must have prior approval of the Board.
- 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 \$17,000.00 (seventeen 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/Chief School Administrator by September 15 for fall course work and the first working day in January 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/Chief School Administrator 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. 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 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/Chief School Administrator 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 has 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, which shall be defined as any day that school offices are open for business.

B. Purpose

- a. 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/Chief School Administrator

- A. A teacher with a grievance shall first discuss it with his Principal/Superintendent/Chief School Administrator, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
- B. If the matter cannot be resolved informally, then a written explanation will be provided by the Principal or Superintendent/Chief School Administrator as to why there was no resolution within ten (10) days after the grievance was delivered to the administrator.

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/Chief School Administrator, the grievant, within five (5) days after a decision by the Superintendent/Chief School Administrator, or fifteen (15) days after the grievance was delivered to the Superintendent/Chief School Administrator, 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/she 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/herself, or, at his/her 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 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

- a. 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/Chief School Administrator

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/Chief School Administrator 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

#### RETIREMENT BENEFITS

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 retiring from 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/her 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 must provide a physician's note to the administration upon their return to work.

- 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. Bereavement Leave

1. Absence due to a death in the employee's family or household will be allowed with pay for the required period, not to exceed four days. The term "immediate family" shall include the employee's spouse, domestic partner, child, parents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, grandparent and any other member of the immediate household.
2. Absences due to the death of anephew, niece, aunt, uncle, cousin, not living with the immediate family of an employee will be allowed with pay for the day of the funeral. The Board may extend this for one day upon request because of distance to allow adequate travel time by the quickest conveyance. The name of the deceased and relationship to the teacher shall be listed on the "Request for Leave" form when complete.

- D. Personal Days: Absence for personal leave may be allowed only with permission of the Superintendent/Chief School Administrator after advanced request in writing and shall be three (3) days with pay per year, non-accumulative.

1. Personal days may be taken before or after a school vacation or holiday, in exceptional circumstances, with prior approval by the Chief School Administrator or by the Board of Education.
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. Employees shall give written notice of their intent to return to work by no later than April 1st.

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.

- F. Employees taking family leave through either federal Family Medical Leave Act or the New Jersey Family Leave Act shall be permitted to use up to ten (10) sick days during the period of leave in any school year.

#### ARTICLE XVI

- A. This Agreement shall be effective for July 1, 2016 to June 30, 2019.
- 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.

SCHEDULE B

2016-2019

ACTIVITY	\$37/hr
SOCCER	\$37/hr
BASKETBALL	\$37/hr
BASEBALL	\$37/hr
GYMNASTICS	\$37/hr
SUMMER SCHOOL TEACHER	\$37/hr
SUMMER SCHOOL LIBRARIAN	\$37/hr
CURRICULUM REVIEW	\$37/hr
HANDCHIMES	\$37/hr
ELP	\$37/hr
FAMILY MATH	\$37/hr
FAMILY SCIENCE	\$37/hr
HONORS CHOIR	\$37/hr
SEBK	\$37/hr
VOLLEYBALL	\$37/hr
NATIONAL ELEMENTARY HONOR SOCIETY	\$37/hr
GEOGRAPHY BEE	\$37/hr
SIXTH GRADE ENVIR. ED.	\$125.00 per day per person, \$500.00 per year, maximum five staff,
STUDENT COUNCIL	\$600.00 stipend per person, not to exceed \$1200.00

Washington, D.C. Trip

- a. Each teacher attending will receive, at their election, One Hundred Fifty Dollars (\$150.00) per calendar day of the trip or one (1) compensation day for each calendar day of the trip up to a maximum of two (2) compensation days. In the event that a teacher elects compensation day(s), the remaining days of the trip will be compensated at the rate of One Hundred Fifty Dollars (\$150.00) per day. Teachers must submit their election for compensation and/or stipend within ten (10) working days of receiving written trip approval or else administration shall determine the election. The use of compensation days will require prior approval by administration and must be submitted no less than two (2) weeks in advance.
- b. Compensation days must be utilized within the following school year or the teacher attending shall forfeit those days.
- c. The number of teachers will be at least 1 per homeroom for grade(s) attending.
- d. The district will employ a certified nurse to attend the trip.

Sixth Grade Environmental Education Trip

- a. Minimum teacher to student ratio shall be 1 teacher : 12 students, not including the nurse. Stipend teacher positions from 3:15 p.m. – 9:15 p.m. will be at the same teacher to student ratio.
- b. Teachers are only required to attend the Environmental Education trip during normal contract hours as outlined in the contract.

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

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 \_\_\_\_\_

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

Name: \_\_\_\_\_

School Year: \_\_\_\_\_

Number of Days Donated to Sick Bank: \_\_\_\_\_

FBA Member Signature: \_\_\_\_\_

Superintendent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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



All parties agree that the mutually developed guides shall reflect that there is to be NO movement on the guide for the term of this Contract.

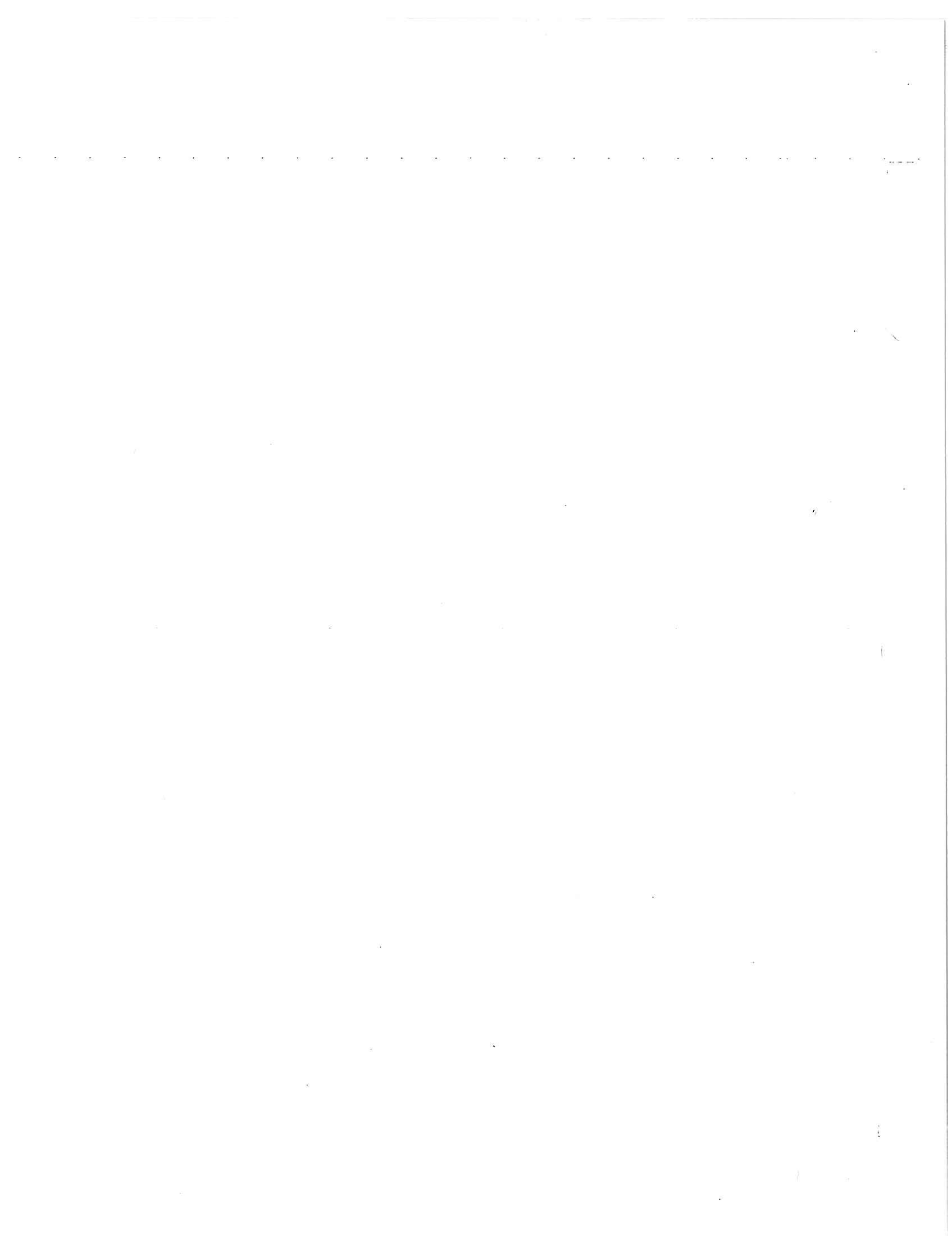
No movement- \$1467 for all						
16/17		700	1400	2800	3500	
Guide	BA	BA15	BA30	MA	MA15	
1	52407	53107	53807	55207	55907	
2/3	52907	53607	54307	55707	56407	
4	54077	54777	55477	56877	57577	
5/6	55387	56087	56787	58187	58887	
7	56797	57497	58197	59597	60297	0.025004801
8/9	58307	59007	59707	61107	61807	
10/12	59942	60642	61342	62742	63442	
13	61677	62377	63077	64477	65177	
14	63512	64212	64912	66312	67012	1467
15	65447	66147	66847	68247	68947	
16	67482	68182	68882	70282	70982	
17	69617	70317	71017	72417	73117	
18	71852	72552	73252	74652	75352	
19	74187	74887	75587	76987	77687	
20	76622	77322	78022	79422	80122	
21	79157	79857	80557	81957	82657	
22	81792	82492	83192	84592	85292	0
Staffing	BA	BA15	BA30	MA	MA15	
1	0	0	0	0	0	0
2/3	3	1	0	3.6	2	9.6
4	1	1	0	0	0.6	2.6
5/6	1	0	0	2.6	1	4.6
7	0	1	0	0	0	1
8/9	0	0	0	0	1	1
10/12	1	0	1	0	2	4
13	0	0	0	0	0	0
14	0	0	0	0	0	0
15	0	0	0	0	0	0
16	0	1	0	0	0	1
17	0	0	0	0	0	0
18	0	0	0	0	0	0
19	0	0	0	0	0	0
20	1	0	0	0	1	2
21	0	0	0	0	0	0
22	0	0	0	1	0	1
						26.8

All parties agree that the mutually developed guides shall reflect that there is to be NO movement on the guide for the term of this Contract.

No movement- \$1504 for all						
17/18		700	1400	2800	3500	
Guide	BA	BA15	BA30	MA	MA15	
1	53911	54611	55311	56711	57411	
2/3	54411	55111	55811	57211	57911	
4	55581	56281	56981	58381	59081	
5/6	56891	57591	58291	59691	60391	
7	58301	59001	59701	61101	61801	0.025010089
8/9	59811	60511	61211	62611	63311	
10/12	61446	62146	62846	64246	64946	
13	63181	63881	64581	65981	66681	1504
14	65016	65716	66416	67816	68516	
15	66951	67651	68351	69751	70451	
16	68986	69686	70386	71786	72486	
17	71121	71821	72521	73921	74621	
18	73356	74056	74756	76156	76856	
19	75691	76391	77091	78491	79191	
20	78126	78826	79526	80926	81626	
21	80661	81361	82061	83461	84161	
22	83296	83996	84696	86096	86796	0
Staffing	BA	BA15	BA30	MA	MA15	
1	0	0	0	0	0	0
2/3	3	1	0	3.6	2	9.6
4	1	1	0	0	0.6	2.6
5/6	1	0	0	2.6	1	4.6
7	0	1	0	0	0	1
8/9	0	0	0	0	1	1
10/12	1	0	1	0	2	4
13	0	0	0	0	0	0
14	0	0	0	0	0	0
15	0	0	0	0	0	0
16	0	1	0	0	0	1
17	0	0	0	0	0	0
18	0	0	0	0	0	0
19	0	0	0	0	0	0
20	1	0	0	0	1	2
21	0	0	0	0	0	0
22	0	0	0	1	0	1
						26.8

All parties agree that the mutually developed guides shall reflect that there is to be NO movement on the guide for the term of this Contract.

No movement- \$1541 for all			Cummulative raise- \$4512			
18/19		700	1400	2800	3500	
Guide	BA	BA15	BA30	MA	MA15	
1	55452	56152	56852	58252	58952	
2/3	55952	56652	57352	58752	59452	
4	57122	57822	58522	59922	60622	
5/6	58432	59132	59832	61232	61932	
7	59842	60542	61242	62642	63342	0.025000108
8/9	61352	62052	62752	64152	64852	
10/12	62987	63687	64387	65787	66487	
13	64722	65422	66122	67522	68222	1541
14	66557	67257	67957	69357	70057	
15	68492	69192	69892	71292	71992	
16	70527	71227	71927	73327	74027	
17	72662	73362	74062	75462	76162	
18	74897	75597	76297	77697	78397	
19	77232	77932	78632	80032	80732	
20	79667	80367	81067	82467	83167	
21	82202	82902	83602	85002	85702	
22	84837	85537	86237	87637	88337	0
Staffing	BA	BA15	BA30	MA	MA15	
1	0	0	0	0	0	0
2/3	3	1	0	3.6	2	9.6
4	1	1	0	0	0.6	2.6
5/6	1	0	0	2.6	1	4.6
7	0	1	0	0	0	1
8/9	0	0	0	0	1	1
10/12	1	0	1	0	2	4
13	0	0	0	0	0	0
14	0	0	0	0	0	0
15	0	0	0	0	0	0
16	0	1	0	0	0	1
17	0	0	0	0	0	0
18	0	0	0	0	0	0
19	0	0	0	0	0	0
20	1	0	0	0	1	2
21	0	0	0	0	0	0
22	0	0	0	1	0	1
						26.8



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested to by their respective chairpersons and secretaries.

**FREDON EDUCATION ASSOCIATION**

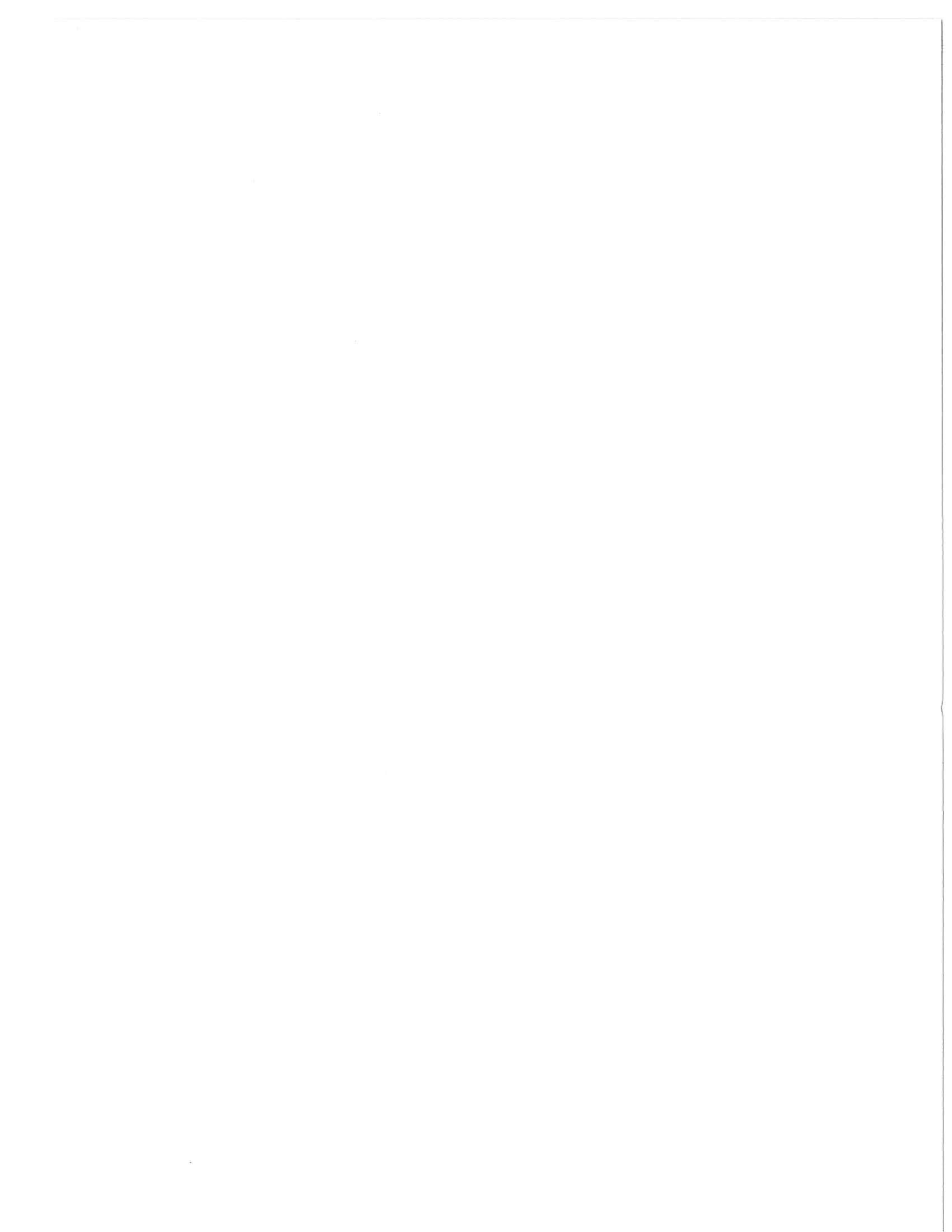
By: Maura Douglas

By: Damien Chelcie

**FREDON BOARD OF EDUCATION**

By: Cynthia E. Wisinski

Date: 5/2/2017







**Fredon Township Public School**

[www.fredon.org](http://www.fredon.org)

p 973-383-4151 f 973-383-3644

*Fredon's Mission* ● *Welcomes Learners* ● *Fosters Growth* ● *Uncovers Potential* ● *Supports Experience* ● *Inspires Success*  
● *Masters Common Core and NJ Student Learning Standards*

Dr. Gayle M. Carrick, Interim Chief School Administrator      Mrs. Melissa Lewis, Vice Principal/CST Director  
Mrs. Barbara A. Decker, School Business Administrator/Board Secretary

**EXTRACT FROM THE MINUTES OF A REGULAR MEETING OF THE FREDON BOARD OF  
EDUCATION OF THE TOWNSHIP OF FREDON, COUNTY OF SUSSEX, NEW JERSEY, AS  
RECORDED IN THE OFFICIAL SET OF MINUTES**

The Board of Education of the Township of Fredon in the County of Sussex, New Jersey, convened for a Regular Meeting on Monday, April 10, 2017 at 7:30 pm in the Library at the Fredon Township School, 459 Route 94, Newton, New Jersey, 07860.

The following members of the Board of Education were present:

**Mr. Thomas Knutelsky, Mrs. Christina Liuzza, Mr. John Niemasz, Mr. John Payne and Mrs. Courtney Wisinski**

The following action was taken:

Motion by Mr. Payne seconded by Mrs. Liuzza and adopted by the Board of Education by the following roll call vote:

That the Fredon Township Board of Education approve the ratification of the Agreement between Fredon Township Board of Education and Fredon Education Association, July 1, 2016 through June 30, 2019.

Roll Call:

Ayes:            FIVE  
Nays:            NONE  
Absent:          NONE  
Abstention:    NONE

I, Barbara A. Decker, Secretary to the Board of Education of Fredon Township in the County of Sussex, State of New Jersey, hereby certify that the foregoing extract for the minutes of the meeting of the Board of Education of said district duly called and held on Monday, April 10, 2017, has been compared by me with the original minutes as officially recorded in my office in the minute book of said Fredon Township Board of Education and is a true, complete copy thereof and of the whole of said original minutes so far as the same relate to the subject matter referred to in said extract in witness I have hereunto set my hand and affixed the corporate seal of said Board of Education this 2<sup>nd</sup> day of May 2017.

Barbara A. Decker  
School Business Administrator/Board Secretary

RECEIVED  
MAY 10 1964  
U.S. DEPARTMENT OF AGRICULTURE  
WASHINGTON, D.C.