

**AGREEMENT BETWEEN THE  
STOCKTON BOROUGH TEACHERS' ASSOCIATION  
AND THE  
STOCKTON BOROUGH BOARD OF EDUCATION**

**JULY 1, 2010 - JUNE 30, 2013**

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## **PREAMBLE**

This Agreement entered into this first day of July 2010, and between the Board of Education of the Stockton Borough of Hunterdon County, New Jersey, hereinafter called the "Board" and the Stockton Borough Teachers' 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 the terms and conditions of employment for all certified personnel employed by the Board with the exception of those employees listed under Section C. of this Article.
- B. Unless otherwise indicated, the term "teachers", where used hereinafter in this Agreement, shall refer to professional employees represented by the Association in the negotiating unit as defined above, and references to male teachers shall include female teachers.
- C. The Board specifically excludes the Chief School Administrator (CSA), School Business Administrator (SBA), secretaries, custodial staff, kitchen staff, per diem employees, part-time certified personnel and paraprofessional aides from coverage in this Agreement.

## **ARTICLE II** **NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1975, in good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin no later than October 15<sup>th</sup> of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all full time teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## **ARTICLE III** **GRIEVANCE PROCEDURE**

- A. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application or violation of policies, administrative decisions, and negotiated agreements that affect terms and conditions of employment.
- B. Purpose  

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as possible.
- C. Procedure
  - 1. All grievances shall be presented within thirty-five (35) school days of the occurrence or within thirty-five (35) days after a teacher would reasonably be expected to know of its occurrence for resolution in the appropriate manner. It will be presented in writing at all levels.

2. Level One

The aggrieved person shall first present, in writing, the grievance to the Chief School Administrator or immediate supervisor, either directly or through the Association's designated representative with the objective of resolving the matter. If no agreement can be reached in ten (10) school days, the grievance moves to the next level.

- a. This initial presentation shall make known the full details of the grievance so that a decision can be based upon total pertinent information.
- b. If the grievance is solved at this level, a written report will be submitted to the Board and Association for their records.
- c. If no mutually acceptable resolution is reached at this level, the grievance moves to Level Two.

3. Level Two

- a. Having failed to reach a mutually acceptable resolution at Level One, the aggrieved person may appeal to the Board. (S)he will notify the Chief School Administrator, in writing, within ten (10) school days of his decision for a meeting with the Board on said grievance.
- b. The Chief School Administrator will forward the request immediately to the President of the Board who will convene a special meeting of the Board within fifteen (15) school days to hear the grievance.
- c. All records of the preceding meetings on this grievance will be forwarded to:
  - I. the Board
  - II. aggrieved person
  - III. Association secretary
- d. The aggrieved person may bring any Party of Interest to the meeting if he feels it necessary to present his grievance.
- e. A decision, in writing, will be rendered within twenty (20) days of the hearing to all participants.

4. Level Three

- a. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may within five (5) school days after being notified of the decision by the Board, request, in writing, that the Association submit his grievance to advisory arbitration. The Association may submit the grievance to advisory arbitration within fifteen (15) school days after receipt of the aggrieved person's request. At the same time, the Association shall notify the Administrator and the Board of its action in submitting the grievance to advisory arbitration.
- b. The Board and the Association shall then attempt to agree on an Arbitrator to be selected from a list of three or more names submitted by each party. If no agreement on an Arbitrator is reached within fifteen (15) school days of the time that the notification for arbitration is received by the Administrator, then the parties shall jointly request the American Arbitration Association (AAA) to select an Arbitrator pursuant to its rules and procedures.
- c. The Arbitrator so selected other than through AAA shall confer with representatives of the Board and the Association and begin hearings if at all possible not later than twenty (20) school days after he has been notified of his selection. The Arbitrator shall render his decision within twenty (20) school days after he has concluded the hearings or if oral hearings have been waived, then

from the date of the final statement and proof are submitted to him. If the Arbitrator has been selected from AAA, the parties shall be bound by the rules and procedures of AAA.

- d. The Arbitrator's decision shall be advisory only and shall be in writing, setting forth his findings of fact, reasoning and decision on the issues submitted. In deciding grievances, the Arbitrator shall be without power to make any decision contrary to, or inconsistent with, or modifying or varying in any way:
  - 1. the terms of the Agreement;
  - 2. applicable law; or
  - 3. rules or regulations having the force or effect of law.

The Arbitrator shall be without power to make any decision:

- 1. involving Board policy under its rules and regulations which survive this Agreement; or
  - 2. limiting or interfering with the powers, duties and responsibilities of the Board under applicable law.
- e. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

D. Rights of Teachers to Representation

1. Teachers and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by no more than two (2) representatives selected by the Association. When the teacher is not represented by the Association, the Association shall have the right to be represented and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest or any member of the Association by reason of such participation in said grievance.

E. Miscellaneous

1. 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.

2. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Association and submitted to the Board for approval. All costs for reproduction and mailing shall be borne equally by the Board and the Association.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest heretofore referred to in this Article.

4. All grievances, if not completely processed through all steps by the end of the year, shall be left unresolved until the beginning of the following school year.
5. All teachers, including the aggrieved person, will continue under the direction of the Chief School Administrator, regardless of the pendency of any grievance, until such grievance is determined in accordance with the terms of this Agreement.

#### **ARTICLE IV** **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Representatives of the Association and the Hunterdon County Education Association shall be permitted to transact official business on school property provided prior notice is given to the administrative office and that this shall not interfere with or interrupt normal school operations or functions that have received prior approval.
- B. The Association and its representatives shall have the right to use the school building for Stockton Borough Teachers' Association meetings.
- C. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organization.
- D. Whenever grievance proceedings under the control of the American Arbitration Association (as defined in Article III) are held during working hours, the designated representative(s), which shall be limited to one (1) in number, of the Teachers' Association, shall be permitted to participate with no loss of pay.
- E. The Association shall have the right to use school mailboxes without the approval of the Chief School Administrator, as long as such Association material does not interfere with the school mail.

#### **ARTICLE V** **TEACHERS' WORK YEAR**

##### School Calendar

The in-school work year of teachers employed on a ten month basis, other than new personnel who may be required to attend additional days or orientation prior to the beginning of school, shall not exceed one hundred eighty-three (183) days, to be allocated as follows:

- A. One hundred and eighty (180) teaching days;
- B. One orientation day;
- C. Two staff development days.
- D. The Board agrees to use the two staff development days to provide education and training that will meet the criteria as set forth in N.J.A.C. 6A: 11-13.1 through 6A: 11-13.6, commonly referred to as the "100 hours of professional development."

#### **ARTICLE VI** **TEACHERS' WORKLOAD AND HOURS**

- A. Teachers shall report to work fifteen (15) minutes before the normal pupil day, and leave no sooner than fifteen (15) minutes after the end of the normal pupil day, except that on Friday and

the day preceding a holiday or vacation, the teachers may leave five (5) minutes after all students have departed. The normal pupil day begins at 8:30 a.m. and ends at 3:00 p.m.

- B. Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences or meetings, (s)he shall suffer no loss in pay, provided such meeting is mutually agreed to by the Board and Association.
- C. The time during which Specialists are in the regular classroom is designed for the classroom teacher to utilize for academic purposes commonly known as "preparation for teaching time." Teachers will not be asked to cover for a colleague during his/her assigned preparation period unless in an emergency. Every effort will be made to adjust schedules so that teachers receive preparation time on a daily basis.
- D. Teachers may leave the school during duty free lunch periods, but the Chief School Administrator will be informed of their leaving and destination.
- E. Teachers shall have a thirty (30) minute duty free lunch with the exception of emergencies or on days when they are on a class trip during lunch.
- F. General faculty meetings will be held once a month. The meeting dates will be established at the beginning of the school year at a day and time mutually acceptable to the Chief School Administrator and the Association. If the meeting date must be changed, at least twenty-four (24) hours' notice will be given and every effort will be made to accommodate staff members' schedules.

Emergency meetings may be scheduled at the discretion of the Chief School Administrator. A twenty-four (24) hour notification will be given when possible.

These meetings will be no more than one (1) hour in duration.

- 1. Faculty meetings will be forums pertaining to administrative and/or educational issues.
- 2. Meetings which take place after the school workday and which require attendance shall not be called on Fridays or any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.
- G. Teacher participation in extracurricular or overnight class trips will be voluntary, except for class day trips or in case of trips that are extensions of the curricula, i.e. environmental outdoor education, sixth grade trip (see Appendix A).
- H. Early dismissal days and snow days will not extend longer than the legal school day. The days of parent conferences, the day before Thanksgiving, the day before the winter recess, the day before spring recess, and the last day of school shall be early dismissal days.
- I. The night meetings teachers are required to attend are as follows: back-to-school night, two evenings for parent conferences, and sixth grade promotion.

## **ARTICLE VII** **INSTRUCTIONAL PLANNING**

- A. All teachers shall be required to maintain a plan book during the school year. Full time teachers will submit their plan book to the Chief School Administrator's office no later than Friday afternoon of the preceding instructional week.

- B. Each teacher shall prepare and submit a substitute folder per administrative requirements, by the third week of the school year.
- C. Lesson plans will remain the property of the school at the conclusion of the year. Lesson plan books may remain in the teacher's desk.

**ARTICLE VIII**  
**TEACHER EMPLOYMENT**

A. Certification

Standard Certification

The Board agrees to hire, whenever possible, fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment.

B. Evaluation

- 1. Nontenured teachers shall be evaluated by the CSA at least three (3) times during the school year, and a conference held with the teacher before anything is placed in their file.
- 2. Tenured teachers shall be evaluated at least once during the school year, and a conference held with the teacher prior to anything being placed in their file.
- 3. All evaluations shall be conducted by the CSA.

C. Each teacher currently employed by the Board shall be placed on their proper step of the salary schedule as of the beginning of each school year.

D. Teachers in the Stockton Borough School District shall, upon returning to the system, receive full credit on the salary schedule for all military service as defined by New Jersey Law N.J.S.A. 18A:29-11.

E. Teachers shall be notified of their contract and salary status for the coming year not later than April 30 of the current year.

F. Salaries and Payment

- 1. Teachers employed on a ten (10) month basis shall be paid on the 15<sup>th</sup> and the 30<sup>th</sup> of the month beginning with September. Teachers may opt to be paid on a twelve-month basis.
- 2. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
- 3. Each teacher shall receive his final pay on the last working day in June upon satisfactory completion of the final checkout list.
- 4. Each teacher shall have the option of participating in the Hunterdon County Credit Union.

**ARTICLE IX**  
**TEACHER ASSIGNMENT**

- A. All teachers shall be given written notice of their tentative grade assignments for the forthcoming year not later than June 1, unless unusual circumstances prevent it.

- B. Application for voluntary reassignment may be made at any time during the school year.

**ARTICLE X**  
**SICK LEAVE**

- A. All full time teachers employed shall be entitled to ten (10) days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Teachers shall be given a written accounting of accumulated sick leave days no later than October 1<sup>st</sup> of each year.
- C. Teachers retiring after ten (10) years of service at Stockton Borough School shall be paid fifty dollars (\$50.00) per day up to, but not to exceed, one hundred (100) accumulated sick days.

**ARTICLE XI**  
**TEMPORARY LEAVES OF ABSENCE**

- A. Types of Leaves for All Teachers

As of the beginning of the school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year. Such leaves shall be in addition to any sick leave to which the teacher is entitled.

All full time staff:

1. Personal

A teacher shall be granted three (3) days leave of absence for personal matters, which require absence during school hours. A written request shall be turned into the Chief School Administrator at least seventy-two (72) hours before the day except in emergencies when oral requests will be accepted. Any teacher requesting said leave shall not be required to state the reasons for taking such leave. These days are not to be accrued.

2. Professional

Teachers are provided with days of absences in each year for professional purposes as requested and authorized by the Chief School Administrator.

3. Legal

A teacher shall be granted time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system, or at any other time that he is required by our legal system to appear in court.

4. Family Death

Whenever a teacher shall be absent from duty because of a death in the immediate family of said teacher, there shall be no deduction in salary for an absence up to five (5) days. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, or parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his/her home.

In the case of a near relative, there shall be no deduction in salary for absence on the day of the funeral. Up to two (2) additional days will be granted for the death of a near relative where the



traveling distance exceeds one-hundred fifty (150) mile radius. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

B. Extended Leaves of Absence for Teachers

1. Military: Leaves of absence as defined by N.J.S.A. 18A:29-11 will be granted.
2. Maternity and Child Care
  - a. Employees who are physically disabled by reason of pregnancy and childbirth will be entitled to sick leave for the period of such disability or until the expiration of the employee's accumulated sick leave, whichever occurs sooner. Nothing herein will prevent an employee who is physically able from continuing work beyond the normal thirty (30) days before the expected date of delivery if she elects to do so.
  - b. Any employee intending to apply for disability leave shall advise the Chief School Administrator as soon as possible. The employee's request for disability leave shall be submitted in writing to the Chief School Administrator at least sixty (60) days prior to the date she desires her leave to commence, and shall specify the date when the employee expects her leave to commence and to terminate.
  - c. The presumed period of disability shall be four (4) weeks prior to and four (4) weeks after the birth of the child.
  - d. The Board will grant a child rearing leave without pay to an employee upon written request to care for a newborn or newly adopted child. Child rearing leaves will normally begin immediately upon the expiration of the physical disability leave provided above, or at such other date as may be agreed upon by the employee and the Board and all such leave will end the September beginning the next school year, or at the employee's option the second September. In order to exercise this option of continuing the child rearing leave, the employee exercising this option must notify the Chief School Administrator in writing of her decision no later than April 1 of the school year in which the child rearing leave has commenced.
  - e. Nothing herein shall be construed as obliging the Board to grant leaves of absence to nontenure employees beyond what the current labor laws allow.
  - f. An employee returning at the beginning of September shall be placed on the salary guide one step above the step she was on when she left provided her maternity leave commenced on March 1 or later that year.

C. Leaves - Extraordinary Circumstances

Granting of a short term leave will be left to the Chief School Administrator (CSA). If a staff member requests leave days for extraordinary circumstances and these days are in addition to the contractual personal days, procedure 4150.1 will be followed:

staff must fill out a personal day form explaining the need for additional leave days;

staff will meet with the CSA to discuss request;

If the request is granted, the employee understands that a deduction of the cost of a substitute for the teacher will be made for each extraordinary circumstance day.

**ARTICLE XII**  
**MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- A. All teachers shall maintain classroom control and environments conducive to effective discipline and shall take whatever steps are necessary to insure this, consistent with the laws of the State of New Jersey, as set forth in Title 18A.
- B. Should any student continue to be a disruptive influence, the teacher shall bring the situation to the immediate attention of the Chief School Administrator for further action.
- C. Should any teacher incur injuries as a result of doing his/her job, the Board will aid the teacher with those financial obligations directly related to the injury, to the extent said obligations are not covered by any of the Board's insurance carriers or the carriers of the individuals involved.

**ARTICLE XIII**  
**TEACHERS' RIGHTS**

- A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. However, in no way shall this clause be construed to deprive the Board of its power to remove from the teaching staff any nontenured teacher.
- B. Any criticism by a supervisor or administrator of a teacher and his instructional methodology shall be made in confidence and not in the presence of students.
- C. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that (s)he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed 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 to be attached to the file copy. No teacher may, by withholding his/her signature, prevent such material from being placed in his/her file.
- D. Personnel Records
  - 1. A teacher shall have the right, upon request, to review the content of his/her personnel file and to receive copies, at his/her expense, of any documents contained therein. The teacher shall also have the right to submit a written response to such material to be included in his/her personnel file. A teacher shall have the right to have a representative of the Association accompany him/her during such review.
  - 2. Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.
  - 3. No documents may be placed in the personnel file of a teacher who is resigning or retiring from this school district after the effective date of such termination.

**ARTICLE XIV**  
**INSURANCE PROTECTION**

- A. This premium is based on single coverage under the NJ Direct 15 plan of the New Jersey State Health Benefits Plan.
- B. Any teacher who selects a less costly medical plan under coverage from the New Jersey State Health Benefits Plan will receive the difference in compensation.

- C. The Board will assume the full cost of single coverage under the NJ Direct 15 plan of the New Jersey State Health Benefits Plan.
- D. A teacher has the option to purchase additional coverage under the New Jersey State Health Benefits Plan. Purchases will be in addition to payroll contributions made to the New Jersey State Health Benefits Plan.

**ARTICLE XV**  
**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL**  
**IMPROVEMENT**

The Board agrees to pay for up to two (2) graduate courses, related to education, per year at a rate equal to the New Jersey State College rate upon obtaining a satisfactory grade of B or above.

**ARTICLE XVI**  
**MISCELLANEOUS PROVISIONS**

- A. This agreement and Board policy shall constitute the terms of employment for the members of the Association for the term of said Agreement, and the Board shall carry on the commitments contained herein and give them full force and effect as Board policy.
- B. The Board's sole jurisdiction is to provide guidance and direct, when necessary, the employees of the school district and to hire employees in the school district.
- C. Any individual contract between the Board and an individual teacher, heretofore and hereafter executed, shall be subject to and consistent with terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- D. Copies of this Agreement shall be provided, at the expense of the Board, and presented to all teachers employed.

**APPENDIX A**  
**SALARY AND ADDITIONAL COMPENSATION**

- A. Overnight Trips
  - 1. The supervising teacher will attend the overnight trip with his or her class. However, if the supervising teacher prefers to not go on the trip, another teacher may go in his or her place. Compensation for overnight trips will be \$50 in addition to the per diem substitute rate for each night. If a teacher, such as a related arts teacher, does not normally work on the day of the trip, that teacher will receive an additional per diem substitute rate for the day. An example of typical school overnight trip is:
    - Environmental Camp: Two days at current sub rate, plus \$50 per night.

B. Salary and Stipends

1. Salary and Stipends for four full-time teachers for the current contract period will be:

		2010-11		2011-12		2012-2013	
		Step		Step		Step	
Jen French	Teacher A	4+Cert.*	\$41,146	5+Cert.*	\$42,421	6+Cert.*	\$44,161
Brian Horan	Teacher B	12	\$48,003	13	\$49,492	14	\$51,521
Doug Hudak	Teacher C	17 + MA**	\$58,290	18 + MA**	\$60,097	19 + MA**	\$62,561
Katie Losch	Teacher D	23	\$70,862	24	\$73,059	25	\$76,054

\*An additional \$500 (not to included in or calculated with base salary) will awarded to Teacher A for having Stockton Board of Education approved recognition of multiple NJ educational certifications.

\*\*An additional \$500 (not to included in or calculated with base salary) will awarded to Teacher C for having an advance degree.

2. The board will negotiate starting salaries for all new full-time teachers hired during the term of this contract.

**TERM OF CONTRACT**

- A. This Agreement shall be effective as of July 1, 2010, and shall continue in effect until June 30, 2013. Negotiations for a successor Agreement will commence as set forth in Article II.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement in writing.
- C. IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on this 8<sup>th</sup> day of March 2010.

Stockton Borough Teacher's Association

by \_\_\_\_\_  
Douglas Hudak, President

by \_\_\_\_\_  
Catherine Losch, Secretary

Board of Education of Stockton Borough,  
Hunterdon County, New Jersey

by \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary