AGREEMENT BETWEEN

THE CALAIS SCHOOL BOARD OF TRUSTEES

AND

THE CALAIS FEDERATION OF TEACHERS (CFT)

JULY 1, 2014 THROUGH JUNE 30, 2018
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ARTICLE I – RECOGNITION

The Calais School Board of Trustees recognizes the Calais Federation of Teachers (hereinafter “CFT”) as the exclusive bargaining agent for all Calais School full-time teachers, assistant teachers and specialist personnel. The Board is precluded from negotiating directly with current individual faculty for salary and/or other benefits defined in the approved CFT contract.
ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

The terms of this agreement will be in effect between July 1, 2014 through June 30, 2018. It is agreed that the CFT and Board of Trustees may request a reopening of negotiations of this contract as a result of a passage of any Legislation or any Legislation mandating changes in teachers’ salaries. Further, the parties have specifically agreed to re-open negotiations as to salary increases only for the 2016-17 and 2017-18 school years. The CFT and the Board of Trustees will exchange a salary proposal for this purpose no later than March 1, 2016 and will meet as soon thereafter as possible.

In addition to the above, the existing formula and process for evaluating medical insurance programs and premium sharing shall continue for the 2014-2015 school year. It shall also remain the same in 2015-16, however, if the premium increase sought by the carrier in May 2016 exceeds 10%, the parties agree to re-open negotiations on insurance as well as salary increases. In any case, in addition to salaries, the parties agree to re-open negotiations on insurance for the 2017-18 academic year.

Negotiations for a successor to this agreement, will commence no later than March 1, 2018 by the parties providing a proposed successor agreement to each other. The parties will meet as soon thereafter as possible.

The terms and conditions of this agreement shall become effective on July 1, 2014 and remain in full force and effect until June 30, 2018 or until a successor agreement has been reached.

Anything stipulated in the contract, between The Calais School Board of Trustees and The Calais Federation of Teachers, is open to renegotiation if it is deemed contrary to requirements of the State of New Jersey.
ARTICLE III – GRIEVANCE PROCEDURE

The purpose of this procedure is to secure at the lowest possible step, equitable solutions to the problems, which may from time to time arise affecting a unit member or a group of unit members from the interpretation, application, or alleged violation of this Agreement, or application of policies or procedures. The parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any step of the procedure.

Any individual teacher, assistant teacher or specialist personnel (henceforth referred to as unit member) will have the right to initiate conflict resolution at the lowest level regarding appeal of administrative decisions affecting him/her. The Federation reserves the right to file a grievance on behalf of the group. No reprisals of any kind shall be taken against any unit member(s) for participating in any grievance.

The number of days indicated at each level of the grievance procedure shall be considered as a maximum. However, time limits may be extended by mutual agreement. Any reference within the grievance procedure to number of days shall refer to school work days except where otherwise noted.

At all times throughout the grievance process, the unit member(s) shall be afforded union representation when requested.

INFORMAL STEPS

A unit member must first discuss their conflict with their supervisor or school principal in an attempt to resolve the matter informally. This discussion must be identified by the unit member as addressing a POTENTIAL grievance.

If within five (5) days of discussing the matter with the School Principal or supervisor, the conflict remains unresolved, or if the school principal or their supervisor has rendered no decision within the 5 days, the unit member or, if appropriate, the Federation may invoke step one (1) of the Formal grievance procedure.

If the unit member has requested a meeting with their supervisor or school principal, in an effort to resolve the conflict informally, and the supervisor or school principal has not conducted a meeting within 5 days of said request for this purpose, the Federation may invoke step one of the Formal Grievance Process.

If no action is advanced by the Federation within five days of the meeting with the Supervisor or School Principal, the grievance will be deemed waived.

FORMAL STEPS

STEP 1

If the matter has not been resolved informally, or if no decision has been rendered within the time limits specified above, the grievant or, if appropriate, the Federation may formally submit the written grievance (using the attached grievance form) to the Executive Director within five (5) days of
receipt of the informal decision from the school principal or supervisor or if no decision has been rendered within the time limits.

Any formal grievance must be submitted no later than fifteen (15) days from the date on which the grievant became aware of the circumstances giving rise to the grievance.

Within (5) days of receipt of the formal grievance, the Executive Director shall meet with the grievant in an attempt to settle the grievance. Within five (5) days of said meeting, the Executive Director shall communicate his decision in writing to the grievant with a copy to the CFT President.

STEP 2

If the grievance has not been resolved in Step 1 of the formal grievance procedure, or if no decision has been rendered within the time limits specified above, the Federation may request a review by the Calais School Board of Trustees Personnel Committee. This written request must be submitted within five (5) days of the decision or lack thereof by the Executive Director in Step 1. Upon receipt of this request the Executive Director shall submit to the Committee all related material and decisions. The Committee shall review the grievance and hold a hearing within thirty (30) calendar days of the written request. The Committee shall render a decision in writing within fifteen calendar (15) days of said hearing.

STEP 3

In the event that the grievance is not resolved at Step 2 or if no decision has been rendered within the specified time limits and provided the grievance concerns disagreements over the application of, interpretation of or violation of the express terms of this Agreement and not an administrative decision, Calais School policies or the withholding of an increment, the CFT may elect to have the matter referred for binding arbitration by filing a written request for arbitration with the appropriate agency and with The Calais School Board of Trustees within ten (10) days after the Step 2 answer or the time specified for the Step 2 answer. The request for arbitration shall be submitted to the American Arbitration Association (AAA) under the Voluntary Arbitration Rules of American Arbitration Association. The arbitrator shall thereupon conduct a hearing to determine the facts and make a decision that shall be binding on the parties. The costs of the Arbitrator shall be shared equally and each side shall bear their own costs. The arbitrator shall limit himself/herself to the issues submitted, and shall consider nothing else. The arbitrator cannot add nor subtract anything from the Agreement or any policy of Calais.

Proposed grievance procedure form attached.
ARTICLE IV - DISCIPLINARY OR DISCHARGE ACTIONS

No unit member will be reprimanded, disciplined or discharged without just cause. This shall not apply to non-renewals of annual contracts, except as referred to in Article XII, Tenure and Seniority, paragraph 5.

The school administration or supervisor will advise CFT member(s) verbally and/or in writing when there are job related concerns. Before any discharge actions are initiated by the Principal against a faculty member, the immediate supervisor will meet with the faculty member to discuss the concern and establish, in writing, a program of remediation, including a timetable to review progress towards a resolution. A copy of such program shall be recorded at that time to the Principal and Executive Director.

Incidents of gross negligence which jeopardize the lives, health or welfare of people, or other types of serious misconduct may require immediate disciplinary action without a remediation program. A written report of the alleged incident will be given to the faculty member within three (3) school days of the alleged incident when possible.

After a decision to terminate has been made, the Principal will inform the employee in writing of the reasons therefore. The faculty member will then be given five (5) school days in which to present an appeal in writing to the Executive Director prior to any further action. All such appeals by a CFT member will be submitted by the CFT Executive Committee on behalf of the individual involved. Within five (5) school days of receipt of said appeal, the Executive Director will endeavor to discuss the appeal with the individual involved. At least one (1) but not more than two (2) members of the CFT Executive Committee will be present during all appeal proceedings. If the CFT Executive Committee wishes more than two (2) of its members present at the appeal proceedings, the proceedings will be scheduled and held either prior to or after school hours. Final determination of the appeal will be submitted in writing within five (5) school days following the aforementioned meetings when possible.

If the situation remains unresolved, the CFT may request arbitration through the American Arbitration Association under the terms contained in Article III, STEP 3.

A copy of all written documents produced in appeal proceedings will be submitted to the Principal, CFT Executive Committee, the Executive Director, Calais School Board of Trustees Personnel Committee and any individuals involved in said proceedings providing that the school is provided with a signed release document providing the school with informed consent.

The school administration or supervisor will advise CFT member(s) verbally and/or in writing when there are job related concerns.
ARTICLE V - WORKING HOURS

A. 1. All unit members shall be required to be present in the school building no later than 8:00 am. During weeks in which no meetings are scheduled (see B, below), unit members shall remain in the school building until 3:15 one (1) day per week, 3:30 one (1) day per week and 3:00 three (3) times per week one of which will be Friday. The building principal shall establish a dismissal calendar for unit members by September 15. This dismissal calendar shall not be subject to the grievance procedure.

2. In order to accommodate changes in student schedules and required programs, the administration reserves the right to adjust the start and end times of faculty member(s)’ work days, but the total average work day will not exceed the hours set forth in A(1), above.

B. All unit members shall be required to stay until 3:30 pm on two (2) additional days each month. These two additional 3:30 dismissal dates shall be scheduled in lieu of 3:15 dismissals and shall be placed on the school calendar within the first three weeks of each school year. When possible, meeting and/or workshop agendas shall be published a week in advance.

C. The building principal shall dismiss unit members no later than 3:00 on Fridays, unless a Friday in-service occurs. On scheduled Friday in-service days, there shall be a 1:20 student dismissal time and unit members will be dismissed by 3:00.

D. 1. All Master teachers, social workers and specialists will teach or work directly with students up to thirty five (35) periods per week as required by the principal or his designee.

2. Teacher assistants may be assigned to work with students up to forty (40) periods per week. The Principal may require all teacher assistants to help students, teachers or other staff members with prep periods when necessary.

E. There shall be 185 workdays per (10) month school year.

F. When possible, unit member input shall be considered when permanent work assignments necessitate a change during the school year.

G. When possible, unit members shall be notified by July 31 of a change in work assignment.

H. Unit members who arrive after 8:00 but before 11:38 for their workday and stay for the balance of the workday, or arrive by 8:00 and leave after 11:38 shall receive one half day’s credit.

I. 1. If the supervised instructional contact time increases beyond 35 periods lasting 40 minutes (or the equivalent thereof) per week for master teachers and specialists, additional compensation will be negotiated between the parties prior to implementation.

2. If the supervised instructional contact time increases beyond 40 periods lasting 40 minutes (or the equivalent thereof) for teacher assistants, additional compensation will be negotiated between the parties prior to implementation.
J. Preparation Periods

1. All Master Teachers will be provided five (5) scheduled preparation periods per week, however, due to the nature of the School’s population and instruction, these periods may not be available each day. Over a five (5) day work week, Master teachers will receive five (5) preps or they will be compensated at the rate of $30 for each missed prep period. On special occasions when a prep period occurs during a field trip or special school program (i.e. awards breakfast), the School will not be obligated to provide compensation for a missed prep period.

2. Where appropriate, an effort will be made to schedule preparation time for Teacher Assistants.

3. Any employee with a scheduled preparation period may offer to the Principal to use this time to volunteer for other student related activities, including tutoring, coaching, meetings or similar activities.

Note: Article VI, must be changed accordingly

K. Duty Free Lunch

1. Unit members shall receive one (1) duty free lunch period per workday. Loss of a duty free lunch at the request of the administration (principal or assistant principal) shall be compensated at the rate of:

   i. $24.00 per missed lunch for Master Teachers and Specialists
   ii. $16.00 per missed lunch for all other unit members

2. Any missed lunch period due to field trips and/or out of building school events will not be compensated. (Article VI)

3. Unit members must complete the Compensation of Missed Duty Free Lunch Period. This form has been annexed to this agreement.

L. Unit members retain their obligation to provide student supervision during times including such assignments as bus and hallway duty, homeroom duty fire drills, CRC, and escorting students to use the restroom.
ARTICLE VI - TEACHER ASSIGNMENTS

All teacher assignments will be in accordance with established school protocol and procedures. Specific duties involving plan books, record keeping, supplies and equipment will be set forth.

Teachers will be required to prepare written student progress reports as required by Public Law 94-192 and the New Jersey Administrative Code 18A.

Teachers and specialist personnel will be required to be present for Parent/Teacher Conferences held twice yearly and student staffings as determined by the Principal. Teachers and specialist personnel shall be advised of both dates and times of Parent/Teacher Conferences upon receipt of the school calendar for that year. One evening meeting will be scheduled each of the conference periods. Teachers and specialist personnel will be required to remain during one or two of the afternoon conference days.

Teachers, assistant teachers and specialist personnel will be required to participate in three (3) after school or evening programs including Meet the Teacher Night. All unit members will be notified of dates and times of these activities upon receipt of the school calendar for that year and will be notified 30 days prior to scheduling additional activities.

The Principal will contact faculty members personally as soon as it becomes apparent that it is necessary to change their class assignment. Every effort will be made to give academic teachers a minimum of five (5) preparations per week. All unit members will receive one duty free lunch per day. Any missed duty free lunch requires written approval by the Principal or designee. If approved, Master teachers and specialists will be compensated at $24.00 for any missed lunch with the exception of field trips and out of building school events; and all other unit members will be compensated at $16.00 for any missed lunch with the exception of field trips and out of building school events.

A tentative list of teacher and teacher assistant assignments will be issued before July 31, when possible.
ARTICLE VII - ABSENTEE RESPONSIBILITIES AND BEREAVEMENT

A. All unit members will be entitled to five (5) sick days per school year. Notification of illness must be made prior to 7:00 a.m. and in accordance with administrative procedure.

B. Request for personal leave for reasons other than illness shall be applied for as soon as possible prior to the requested leave. Unit members will be entitled to five (5) personal days per school year. The employer shall provide the unit member with written permission or denial within three (3) days of request.

C. The above combined entitlement of ten (10) days shall be prorated to the number of full school months employed during the school year. Those on the payroll on or before October 1 of each year shall get a full allotment of days for the year. Those hired after that date shall have their days pro-rated. Full-time master teachers and specialists using less than their allotted leave shall receive $100.00 per leave day not used by the end of the school year. All other unit members shall receive $70.00 per leave day not used by the end of the school year.

D. Unit members have the option of banking up to twenty (20) sick/personal days. These days may be used for personal illness, extended paternity/maternity leave and additional bereavement days if needed. Upon leaving the School, full-time master teachers and specialists shall be compensated for banked days at the rate of $100.00 per day. All other unit members shall be compensated for banked days at the rate of $70.00 per day.

BEREAVEMENT:

Unit members shall be entitled to three (3) bereavement days for immediate family members. These days may be not banked from year to year or redeemed for remuneration. Members of a unit member’s immediate family shall include mother, father, guardian, foster parents, stepmother/father, brother, sister, grandmother/father, grandchildren, spouse, domestic partner, children, mother/father-in-law, spouse’s/domestic partner’s immediate family or member of the immediate household.

Personal days may be used for additional consecutive bereavement leave.
ARTICLE VIII – JOB DEFINITIONS

TEACHER

A Teacher is defined as any unit member who performs all primary duties and assumes responsibilities for classroom management. Additionally, teachers shall implement all administrative policies, procedures and philosophies of the Calais School as set forth by the School.

ASSISTANT TEACHER

An assistant teacher is defined as any unit member who performs duties and assumes responsibilities determined by the classroom teacher or teacher’s supervisor. Additionally, an assistant teacher may be determined by the Principal to be qualified to assume the duties of a substitute teacher (with proper substitute certification) when required.

SPECIALIST PERSONNEL

Specialist Personnel shall be defined as any unit member who provides professional services other than classroom teacher’s duties. Such individuals include: school psychologist, social workers, speech and language specialists, nurse, learning disability teacher consultants, and teacher of the handicapped in a resource center. For purposes of termination notification, specialist personnel shall also include art teacher, business education teacher, physical education instructors, music teacher and foreign language teacher.
ARTICLE IX - MISCELLANEOUS PROVISIONS

A. Faculty members may attend professional activities which are approved by the School Principal. Such activities will include educational workshops, conferences, and seminars, not to exclude in-school approved activities. Such activities must be attended after the end of the regular school day or on a weekend, unless approved by the Principal. The school will, within reason, continue to reimburse for all contracted faculty the cost of professional development activities towards the 100 hours required for professional certification within a reasonable time and cost factor determined by the Principal and Executive Director.

B. Tuition assistance for a maximum of twelve (12) semester hours in a school year may be applied for by teachers, assistant teachers, and specialist personnel. The maximum per credit hour rate will be that of "Resident of New Jersey Tuition," charged by the state colleges of New Jersey. Application for tuition assistance must be made to the Principal prior to the registration for any course in order to determine the value and tuition reimbursement; which may be total, partial, or denied; depending upon the educational value to The Calais School as determined by the Principal. Tuition will be reimbursed after successful completion, (C grade or better); of course work or special project work. The Principal may not, however, unreasonably deny a unit member approval for tuition assistance. The Principal will respond to a request for tuition reimbursement within ten (10) days of receipt. If the request is denied, a reason will be provided. The School reserves the right to reconsider tuition reimbursement requests at its discretion.

C. All vacancies and/or openings shall be posted on a bulletin board in a prominent location within the school.

D. Unit members shall not be reprimanded in the presence of others unless it adversely affects the health, safety or welfare of others, and unit members shall be expected to conduct themselves in a professional manner at all times.

E. The Calais School agrees that the CFT will be notified of the creation of any new stipend position and the amount of the stipend that will be paid, and then to meet with the CFT within thirty (30) days of the notice in order to reach an agreement on the stipend.

F. The administration will solicit input to the annual school calendar from the CFT. The final decision on the calendar shall rest with the Board.
ARTICLE X - SUBSTITUTE PAY

A. Unit members with a substitute teaching certificate or teaching certificate who agree to substitute for a teacher when requested will be remunerated at the rate of $350.00 for the school year.

B. A unit member who takes over for a Master teacher for more than five (5) consecutive days shall be remunerated at the rate of $45.00 per day.

C. A Master teacher who works four (4) periods or more per day for fifteen (15) consecutive days without an assistant where an assistant is required by Code, shall be remunerated at the rate of $90.00 per day.

D. The Calais School agrees to expeditiously replace absent or missing unit members in all classes to which unit members are normally assigned where required by Code.
ARTICLE XI – THE EVALUATION PROCESS

A. Annual Review of Professional Improvement Plan

By October 30th of every school year, supervisors are to assist in developing and/or reviewing all faculty members new and/or current Professional Improvement Plan (PIP) of the Annual Written Performance Report.

B. Supervisory Schedule

During the month of September, Principals, Administrators and Supervisors will assist in the development of a timetable of observations to be conducted from October 1st to March 30th. The purpose of this timetable is to assist appropriate administrative and supervisory faculty in planning an effective system of observation and evaluation. Priorities must be established to ensure that all teachers are observed in accordance with N. J. Administrative Code Title 6 Authority: N.J.S.A. 18A. and provided with opportunities to apply suggestions in cases of multiple visits.

C. Observations

1. Non-tenured faculty members (full time teaching for less than four (4) years and one (1) day of service at Calais) will be observed and evaluated by a supervisor or administrator at least three (3) times per year in accordance with N. J. Administrative Code Title 6, Authority: N.J.S.A. 18A.

2. Tenured faculty members (full time teaching at Calais for four (4) years and one (1) day of service at Calais) will be observed and evaluated by a supervisor or administrator at least once per year in accordance with N. J. Administrative Code Title 6, Authority: N.J.S.A. 18A.

3. Pre-Observation Review: Prior to observation, all supervisors or administrators are to review with the tenured and non-tenured faculty all indicators that will be used in their observation.

4. Post-Observation/Evaluation Conference by all supervisors or administrators will take place two (2) weeks after each observation for all tenured and non-tenured faculty.

D. Professional Improvement Plan (PIP)

Faculty members (tenured/non-tenured who hold instructional licenses or educational services licenses (guidance counselors, nurses, school psychologists, etc.) will, on an annual basis, develop a Professional Improvement Plan in conjunction with their immediate supervisor or administrator. The contents of the PIP must cite all professional development (PD) experience in order for that experience to count towards the 100 hours of continuing education required every five (5) years as mandated by the New Jersey State Board of Education, May 6, 1998. (Adopted code subchapter 13 – required professional development for teachers, effective September, 2000).
ARTICLE XI – THE EVALUATION PROCESS - cont.

The content of each faculty member’s PIP can be revisited and revised during the course of the year. Everything stipulated in the PIP has to be mutually agreed upon by the individual faculty member and his/her supervisor. Part or all of the 100 hour requirement may be satisfied through an in-service program which has been approved by the County Professional Development Board under standards established by the Commissioner based on the recommendations of the Professional Teaching Standards Board.

In order to implement the Professional Development mandate The Calais School is required to establish a Local Professional Development Committee (LPDC) to assess in-service needs and PD opportunities. Committees will plan and implement approved PD programs. Each LPDC shall be composed of six (6) members, including four (4) teachers selected by members of The CFT and two (2) administrators.

Each school calendar shall have scheduled Professional Development In-Service Training for all faculty members as part of the twenty (20) hour per year requirement to fulfill the one hundred (100) hour requirement for five (5) years.
ARTICLE XII - TENURE AND SENIORITY

A. 1. All unit members who were tenured prior to July 1, 2006 shall be tenured. Non-tenured full time teachers hired after July 1, 2014 will be considered tenured after a period of four (4) years and one (1) day unless the teacher is notified by May 1st of his/her fourth year of service that based on his/her evaluations an extension of one (1) year will be required.

2. Should a tenured teacher receive an unsatisfactory evaluation for one year, the teacher will be given a corrective action plan and undergo one additional evaluation in the subsequent year. Should the teacher receive a second unsatisfactory evaluation in the second year, the teacher may be considered for termination by the Personnel Committee of the Board of Trustees. Teaching staff shall be subject to discipline or termination under the following conditions:

   a. Student abuse.
   b. Criminal conviction (felony, morals conviction, or any conviction that would bring undue defamation to the school).
   c. Gross Negligence in carrying out assigned duties.
   d. Abolition of a teaching or specialist position.
   e. Falsely representing qualifications or other information on employment application.
   f. Refusal to perform duties as determined by supervised observations.
   g. Insubordination
   h. Unprofessional behavior or other misconduct.
   i. Two consecutive unsatisfactory evaluations (tenured teachers).

3. The required period of four (4) years and one (1) day of continuous employment for non-tenured unit members shall be consecutive years of employment at The Calais School. The exception to this shall be when the unit member is granted a leave of six (6) months or less. Under this circumstance, the four (4) years and one (1) day does not have to be continuous. However, the non-tenured unit member has to complete four (4) years and one (1) day of consecutive service excluding the interim time the employee was on a leave of absence.

4. If a tenured unit member assumes a new position within the bargaining unit, the requirement for tenure in the new position shall be four (4) years and one (1) day of service in the new position.

5. For the non-certificated unit members (e.g. assistant teachers) who are hired after July 1, 2014, after four (4) years and one (1) day, they shall not be dismissed or discharged except for just cause. Just cause shall include but not be limited to A.1.a. through g. above. Tenure will not be acquired.

6. Pursuant to Article IV, Disciplinary or Discharge Actions, of this Agreement, decisions to non-renew a non-tenured or tenurable unit member shall not be considered discipline.
B. 1. Seniority is only accrued when the unit member actually works in the position and acquires tenure. Seniority shall be retroactive to the date of hire or entry into the position.

2. For purposes of layoff and/or recall, the Board will maintain a unit member on the recall list for a period of twelve (12) months from the date they leave the unit and will contact unit members at the last known address in order of seniority should an opening occur in a position the teacher or assistant teacher is qualified to fill. After twelve (12) months, the unit member’s right to recall is waived and the Calais School will no longer be obligated to notify the unit member of openings.

3. For purposes of layoff and/or recall, only, a senior unit member may bump a more junior unit member if equally qualified and experienced and meet all the criteria for the same position.

4. The Calais School will provide the CFT President with a seniority list of the unit members at the time of the implementation of this provision.

5. This provision is not subject to the grievance procedure except as to the enforcement of the procedures.
ARTICLE XIII - INSURANCE

This section provides a brief overview of the insurance benefits provided to each Calais unit member. The plan description provided to each unit member provides the detail provisions of each plan.

All of the following benefits are for permanently salaried bargaining unit members who work twenty-five (25) or more hours per week. Employee coverage begins the first of the month following ninety days (90) of employment.

Council for Exceptional Children

The board agrees to provide fifty (50) percent of the cost of membership dues to the Council for Exceptional Children; and fifty (50) percent of the cost of professional liability insurance coverage up to the amount of $1,000,000. worth of coverage for all interested employees covered under this agreement.

Life Insurance

The board agrees to provide life insurance coverage to all employees covered under this agreement and agrees to assume the entire cost of such coverage, regardless of medical coverage option chosen.

Life insurance will be provided for a policy of $40,000 for employees earning less than $30,000 per annum and a $100,000 policy for those employees earning $30,000 or more per annum.

Accidental death and dismemberment insurance is also provided to employees on the first day of month after ninety (90) days of employment at The Calais School.

Medical Insurance –

Effective July 1, 2010, the parties agree that the QualCare Insurance PPO Network Plan D, with ‘gap’ coverage is the plan that will be provided to Federation members. It is comparable to the Direct Access Plan previously provided. The Board and the Federation recognize that the annual hospital admission deductible under Plan D including the gap coverage is $500 per covered individual (maximum of 2) per year. The QualCare Plan’s hospital admission deductible is $250 per covered individual (maximum of 2) per year. Upon submission of supporting documentation, the School will reimburse the employee to a maximum $250 per covered individual per year (maximum of 2).

These provisions shall be implemented effective July 1, 2010, and supercede all prior agreements.

Medical coverage is currently provided by QualCare. The health plan is currently called PPO Network, Plan D. A copy of the benefits book will be provided to each participant to serve as the basis for coverage and outline deductibles, co-payments and all other health benefits offered to employees.

All unit members covered by the QualCare PPO Network Plan D health plan will also be enrolled in a prescription plan.
There are three categories of eligibility for the medical insurance:

1. Unit members employed prior to July 1, 1989 (Grandfathered)
   A. The above medical coverage will be provided to both the unit member and his/her dependents. There is an annual contributory payment as follows:
      (i) Single – Effective 9/1/14, the deductions will be $41.99 per pay over 20 pays for a total of $839.80 annually.
      (ii) Family – Effective 9/1/14, the deductions will be $195.54 per pay over 20 pays for a total of $3,910.80 annually.
      (iii) H & W - Effective 9/1/14, the deductions will be $138.85 per pay over 20 pays for a total of $2,777.00 annually.
      (iv) P & C - Effective 9/1/14, the deductions will be $111.82 per pay over 20 pays for a total of $2,236.40 annually.

   Effective July 1, 2006, 25% for 2006-07; 25% for 2007-08; 25% for 2008-09 of the annual premium rate increases per coverage per year will be paid by the unit member and the balance of the difference paid by Calais School. This formula was used for the duration of the 2009-2014 Agreement and will continue for the term of this Agreement.

   B. Those unit members who are eligible for dependent coverage and opt to waive all coverage, will receive a reimbursement of $2,000 ($100.00 per pay over 20 pay periods).

2. Unit members employed after July 1, 1989 but prior to July 1, 1992
   A. The above medical coverage will be provided to all unit members employed after July 1, 1989 but prior to July 1, 1992, and to their current dependents only if they are not covered by a health insurance policy. Proof of lack of coverage is required. There is an annual contributory payment which is the same as set forth in paragraph 1. A. above. Effective July 1, 2006, 25% of the annual premium rate increases per coverage per year will be paid by the unit member and the balance of the difference paid by Calais School. This formula will continue for the term of this Agreement.

   B. Those unit members who are eligible for coverage and opt to waive all coverage, will receive a reimbursement of $2,000 ($100.00 per pay over 20 pay periods).

3. Unit members employed after July 1, 1992
   A. All unit members hired after July 1, 1992 will be entitled to individual medical insurance coverage as described above only. Effective July 1, 2006, 25% of the annual premium rate increases per coverage per year will be paid by the unit member and the balance of the difference paid by Calais School. This formula
will continue for the term of this Agreement, unless the parties negotiate a different formula.

(i) Single - Effective 9/1/14, the deductions will be $56.69 per pay over 20 pays for a total of $1,133.80 annually.

(ii) Family - Effective 9/1/14, the deductions will be $495.49 per pay over 20 pays for a total of $9,909.80 annually.

(iii) H & W - Effective 9/1/14, the deductions will be $350.00 per pay over 20 pays for a total of $7,000.00 annually.

(iv) P & C - Effective 9/1/14, the deductions will be $237.09 per pay over 20 pays for a total of $4,741.80 annually.

B. All unit members hired after July 1, 1992 may include dependent coverage by paying the difference in rates between individual and dependent coverage at their own expense. Each year, their rate increase will be in accordance with paragraph 2.A.

C. Those unit members who are covered by their spouse’s health insurance coverage and opt to waive all coverage, will receive a reimbursement of $2,000 ($100 per pay over 20 pay periods).

Medical Insurance Policies

All unit members eligible for the above-cited options must exercise the option in writing. A certification as to the option selected by the unit member is also required. A unit member selecting an option that provides for a reimbursement and who then is terminated or resigns his/her employment during the school year will have his/her reimbursement pro-rated accordingly.

The contributory medical charge or the medical allowance, if applicable, will commence at the time of medical eligibility.

Management and Union Rights

The Calais School Management reserves the right to change plans if necessary. School contributions towards the cost of insurance will be substantially the same if such a change needs to be made. The CFT will be contacted for negotiations regarding any changes in medical benefits and on whether the increase should be implemented or if there should be a reduction in benefits to the QualCare PPO Network Plan D (or a comparable plan). In the event that there is no agreement to change medical insurance policy coverage by June 1st of each renewal year, the school shall retain contribution levels that are comparable with the existing policy and the annual premium increases per year will be shared between the unit member and the balance of the difference paid by Calais School for each category per above (1.2 and 3 of this Article).

Calais School Management reserves the right to offer employees a less expensive insurance plan option with voluntary participation. The existing formula and process for evaluating medical
insurance programs and premium sharing shall continue for the 2014-2015 school year. It shall also remain the same in 2015-16, however, if the premium increase sought by the carrier in May 2016 exceeds 10%, the parties agree to re-open negotiations on insurance as well as salary increases. In any case, in addition to salaries, the parties agree to re-open negotiations on insurance for the 2017-18 academic year.

The CFT will be briefed on insurance changes as soon as possible. Input of CFT will be solicited when possible.

Dental Insurance and Long Term Disability Insurance:

Dental Insurance and Long Term Disability Insurance coverage will be provided to all individual unit members at no charge. Dependent dental coverage will be paid by the participant unit member by paying the difference between the single rate and the dependent rate at their own expense.
ARTICLE XIV – LEAVES OF ABSENCE

The Executive Director may grant leave of absence without pay under certain circumstances for tenured and non-tenured staff. Management retains the right to deny the leave of absence for any reason other than medical leave for the unit member, or a parent, spouse, or dependent child. Upon receiving written request of the unit member, The Calais School will process the request for a leave of absence under the Family Medical Leave Act, or leaves of absence required by law or administrative order, or under the terms of this agreement.

Family and Medical Leave Act: The Calais School will grant family and medical leave for the reasons specified in The Federal Family and Medical Leave Act (FMLA) or according to applicable state laws, to all tenured and non-tenured unit members. Leave will be calculated according to the rolling method of calculating 12 months.

The Calais School requires thirty (30) days’ written notice of the unit member’s intention to take leave, signed by a health care provider prior to the date leave is to begin. If, due to emergency or unforeseen circumstances, the unit member is unable to provide such notice before taking leave, notice as soon as possible and practical is acceptable. Certification according to the FMLA is mandatory.

TENURED UNIT MEMBERS:

A. **Medical Leave**

Leaves shall be granted in accordance with applicable Federal and State statutes and regulations.

B. **Maternity Leave/Paternity**

Leaves shall be granted in accordance with applicable Federal and State statutes and regulations.

C. **Child Rearing Leave:**

Leaves shall be granted to tenured faculty provided that they provide the administration with a minimum of ninety (90) days advance written notice.

1. One full academic year for leaves beginning before the start of the academic year;
2. The remainder of the academic year for leaves beginning before January 1st;
3. The remainder of the academic year plus one full academic year (if so requested), for leaves beginning after January 1st.

D. **Sabbatical Leave**

Leave of absence without pay, up to one (1) full school year may be granted by the Principal and Executive Director upon request by a tenured staff member without jeopardy to the standing of tenure. School insurance policies may be kept in force by premium payment on the part of the individual involved subject to COBRA, and School Insurance Policy requirements.
E. Terms of Medical Leave

1. Application for leave will be in writing to the Executive Director, thirty (30) days in advance, when medically possible. The written request will also contain an estimated date of return to work.

2. Upon the request from the Executive Director, a unit member shall supply satisfactory medical certification of fitness for duty prior to returning to work.

3. All applications or granting of further extensions or renewals of leave shall be in writing.

4. Unit members returning from leave will not be guaranteed their original position.

**NON-TENURED UNIT MEMBERS:**

A. Medical Leave

Leaves shall be granted in accordance with Federal and State statutes and regulations.

B. Maternity Leave/Paternity

Leave shall be granted in accordance with Federal and State statutes and regulations.

C. Child Rearing Leave

Leave may be granted to any non-tenured unit member for a maximum of one (1) year provided the return date to duty is September 1st of the subsequent school year. Unit members must provide at least ninety (90) days advance written notice to administration before applying for additional leave.

D. Terms of Leave

1. Application for leave will be in writing to the Executive Director thirty (30) days in advance, when medically possible. The written request will also contain an estimated date of return to work. Subsequent requests to change the "return to work" date will be required.

   a. Thirty (30) days advanced written notice if the unit member plans to return during the same academic year (except in the case of medical leave).

   b. Written notice by June 1st of the same academic year if the unit member does not plan to return at the start of the next academic year.

2. Upon the request of the Executive Director, a unit member shall supply satisfactory medical certification of fitness for duty.

3. All applications or granting of further extensions or renewals of leave shall be in writing.
4. Unit members returning from leave will not be guaranteed their original position or any position if there is a reduction in force.
ARTICLE XV - REHIRE/HIRE/RESIGNATION

A. All contracted unit members will receive, by May 1st of each school year, either a written offer of renewal or written notice of non-renewal (letters of intent) for the next school year. Employment contracts for the next school year will be issued to the employees by June 10 already signed by the School representatives. Fully signed contracts must be returned to the Executive Director within five (5) days or the offer of employment will be void.

B. When a tenured assistant teacher is hired as a master teacher, the School shall consider additional steps on the salary guide by taking into account the assistant teacher’s experience and educational credentials.

C. New unit members initially hired prior to December 23 and rehired for the next school year shall be placed on the next step of the guide. Those hired after December 23 and rehired shall be rehired on the same step of the guide but shall be entitled to any adjustment increase.

D. Exclusive paragraph C of this Article are those unit members who attain additional college credits or certification entitling them to additional increments. In the case of attaining additional college credits or certifications, salary adjustments shall be made on August 31 and January 1 following verification.

E. In the event that the employer creates a new full-time job within the bargaining unit, representatives of the employer and the CFT shall meet to negotiate the salary for said position.

F. Between August 31 and June 30, all specialist personnel wishing to resign shall give sixty (60) days written notice. Between July 1 and August 30, all specialist personnel shall give thirty (30) days written notice.

G. All teachers and teaching assistants wishing to terminate their employment shall give thirty (30) days written notice.
ARTICLE XVI – SALARY

The salary guides attached hereto and made part hereof, will be adopted by the Board of Trustees and accepted by CFT as the minimum acceptable salary.

Salaries agreed to for 2014-15, 2015-16 school year are attached to the signed memorandum of agreement dated June 30, 2014. Salary guides for 2014-15, 2015-16 school year will be mutually developed. The parties have agreed to re-open negotiations for the purpose of negotiating salary rate increases for 2016-17 and 2017-18 school years.

Remuneration will be provided for individual personnel required to perform additional duties beyond the June 30th contract date and until September 1st of the same year.

Should the number of school days required by the state be increased or decreased beyond the current 180 day calendar years, then negotiations will be reopened.

This agreement does not preclude management's right to provide special consideration for special programs and responsibilities. Additional responsibilities for which remuneration is warranted shall be negotiated within thirty (30) days after commencement of the responsibilities. Those unit members required by the Principal to complete tasks associated with their regular position beyond the school day shall be remunerated at a rate to be negotiated by the CFT and The Calais School. This rate of remuneration will be in addition to the unit member’s regular salary and will be negotiated within thirty (30) days after the completion of the tasks. In addition, management reserves the right to withhold the normal salary increment in cases where the Principal has informed the teacher of deficiencies in performance or procedure in accordance with Article IV - Disciplinary or Discharge Actions.

For those unit members attaining additional college credits or certification which entitles them to additional monies on the salary guide, a salary adjustment will be made on August 31 and January 1 of that year once verification of the credits and/or certification has been provided.
ARTICLE XVII – PENSION CONTRIBUTIONS

The Calais School will maintain the current pension plan with TIAACREF. Effective July 1, 2012, the School will contribute 7% of the contracted annual salary for each current salaried unit member. Unit member pension rights will begin the first of the month following ninety (90) days of employment.

The Calais School Board of Trustees reserves the right to make increased contributions to the pension funds at its discretion in accordance with the laws and regulations pertaining to the pension plan. However, in doing so, contributions shall be made equally to the entire unit.

The Executive Director will advise the CFT of any increased contributions at the time increase is implemented.
ARTICLE XVIII – NOTIFICATION

The Calais School agrees to provide each Teacher, Assistant Teacher and Specialist Personnel with a complete copy of this agreement before the start of classes at the commencement of the school year. Further, all Teachers, Assistant Teachers and Specialist Personnel will be given an opportunity to read this agreement before or at the time they are initially hired.
ARTICLE XIX – ALTERATIONS

Any additions, deletions or amendments to this agreement may be made only with prior consultation and agreement between the CFT and a representative of the Board. Further, any such alterations of this agreement must be initialed by the President of the CFT, the Executive Director and a representative of the Board. Such alterations will be dated and a copy will be distributed to each unit member, before such alterations will take effect. The CFT and the Board of Trustees will each maintain an original contract.
ARTICLE XX - MANAGEMENT RIGHTS

The Calais School Board of Trustees reserves to itself, all rights not enumerated in this agreement subject to the laws of the State of New Jersey, the Constitution of the United States, Commissioner of Education and Board rules and regulations.
ARTICLE XXI - HEALTH INSURANCE POLICY RE: RETIREES

A unit member is retirement eligible after reaching age of sixty (60) with 25 years of full time service at The Calais School. Such unit member is entitled to retain current Calais sponsored health insurance as long as that insurance is in effect. The Calais School will be responsible for 50% of the monthly health insurance premiums. Once the employee is Medicare eligible, the Calais School will no longer be responsible for 50% of the monthly premiums. If the unit member’s spouse is also covered by the Calais health plan, the spouse will be entitled to be covered with the spouse paying 50% of the premium until Medicare eligible. If Calais changes health plans subsequent to the unit member’s retirement, the unit member will be notified and will have the option of transferring or discontinuing his (self and spouse if eligible) participation in the new plan. The unit member will be allowed to continue participation in the plan until the earlier of either of the following events:

1. Calais School no longer has an employee health insurance program or
2. The unit member and/or his/her spouse (if applicable) voluntarily decides to terminate their health insurance or
3. The unit member or spouse will no longer be eligible for Calais school insurance.

The Calais School will contribute $100.00 per month towards a Medigap policy for Medicare eligible retirees and spouses as described above.
ARTICLE XXII- HEPATITIS B SHOTS

Calais School faculty is entitled to receive Hepatitis B shots. The school nurse will maintain appropriate scheduling records in this matter. This is voluntary on the part of the unit member. They should consult their family doctors since there are adverse medical factors for some individuals. Unit members electing to receive Hepatitis B shots will absolve The Calais School of any responsibility for medical consequences of these shots.
ARTICLE XXIII - POLICY CHANGES

The CFT recognizes that it is within the sole jurisdiction of the Board of Trustees to set policies for The Calais School. Many of these policies are contained in the Protocol. All unit members will receive, in writing, any new policies that are to be added to the Protocol. The CFT may make policy suggestions to the administration. If any policy in the Protocol is in conflict with this agreement, the agreement will take precedence.
ARTICLE XXIV - EXTENDED YEAR PROGRAM

A. Employment for the Extended Year Program shall be on a voluntary basis. Unit members may request consideration for employment in the extended year program each year. Employment opportunities may also be offered to individuals not employed at Calais School during the full academic year.

B. Changes in the extended year programs and enrollment frequently occur at the last moment with limited advance notice. Reassignment of unit member duties and obligations during the extended year program shall be made by the Principal when deemed necessary and appropriate to meet the needs of the program.

C. Work hours and duration for the extended school year program will be provided to unit members annually, as soon as they are determined. Employment offers will be finalized after the agreements with the sending districts are completed, typically, no later than June 15th. In the event of an emergency, unit members shall remain with their students until they are safely discharged from the school campus.

D. Unit members shall be compensated a pro-rated portion of the unit member's salary rate using a pre-approved formula for the succeeding school year for the extended year program. The formula for calculating the hourly rate will be ten month annual salary divided by 1295. This number is equal to 185 working days x 7 hours per day or 35 hours per week average time. The same formula will be applied to any approved time worked in excess of 35 hours per week.

E. Sick and personal days are unavailable during the extended year program. Master teachers and specialists with perfect attendance shall be awarded an additional $125. and all other unit members $100.00. Unit members shall be entitled to a duty free lunch under normal circumstances at the school. During a field trip, special event (i.e. picnic) or other occasion when the student safety may be compromised, unit members will not receive a duty free lunch.

F. Unit members with special requirements for working hours shall notify the Principal upon volunteering to participate in the extended year program. Any absence from the extended year program for medical reasons shall require a doctor’s note.
ARTICLE XXV - NON-DISCRIMINATION

The employer and CFT agree that there shall be no discrimination against any unit member because of age, race, creed, color, religion, marital status, gender, sexual orientation, national origin, or political affiliation.
ARTICLE XXVI - UNION DUES

A. All bargaining unit members shall have the right to join the CFT upon successfully completing 60 calendar days.

B. As new unit members are hired, the employer will notify the CFT as to their names, address and assignments.

C. The CFT shall advise the employer in writing as to the annual dues and representation fee at least thirty (30) days prior to the effective date of any changes.

D. The CFT shall have the sole and exclusive right to set the amount of dues for members of the union. The CFT shall also have the right to set a representation fee for unit members who do not join the CFT. Said representation fee shall not exceed eighty-five percent (85%) of the regular dues.

E. The employer shall deduct from each paycheck the required amount of dues from whom it has received written authorization to do so.

F. For those unit members who do not wish to join the union, the employer shall deduct the representation fee from each paycheck.

G. The employer shall remit to the CFT all dues monies collected. Dues shall be remitted to the CFT five times per calendar year: October 31, December 31, February 28, April 30 and June 30.
ARTICLE XXVII - PERSONNEL RECORDS

All personnel records of unit members shall be maintained in strict and rigid adherence to the following requirements:

A. There shall be one official personnel file for each unit member. All material directly related to professional development, performance, and/or discipline shall be placed in the unit member’s personnel file. No anonymous material shall be placed in the unit member’s file.

B. No material shall be placed in the personnel file unless the bargaining unit member has received a copy of the signed original. Signing the document does not necessarily indicate agreement. If a bargaining unit member refuses to sign the original within five (5) school days, it will be noted and placed into the personnel file.

C. The bargaining unit member shall have the right to answer in writing any material in his/her personnel file within five (5) school days of receipt, and this answer shall be attached to the material and become a permanent part of the file.

D. Upon written request by the unit member or designated federation representative, a unit member may request to review their personnel file within five (5) school days of the request. The unit member or their designated CFT representative shall have the right to reproduce any material contained in their file at no cost for the first 10 pages, and at the cost of $.25 per page for all pages over 10.
Article XXVIII - Liaison Committee

Whenever necessary, but no less than three times a year, the Principal and Director shall meet with the CFT to discuss any areas of concern related to current school practices and problems but excluding grievance or disciplinary issues. An agenda will be prepared and provided 24 hours in advance of the meeting.
Salary Increases

Effective July 1, 2014 – 2.50% inclusive of increment;

Effective July 1, 2015 – 2.30% inclusive of increment;

Increases will be distributed according to the attached sheet.

The parties agree to re-open negotiations for the purpose of negotiating salary rate increases for the 2016-2017 school year and the 2017-2018 school year as noted in Article II. Salary increases shall be placed on mutually agreeable salary guides.
2014-2018 SCHOOL YEARS

This agreement is heretofore duly accepted and signed by the Executive Director of The Calais School as Board of Trustees representative, and the President of The Calais Federation of Teachers as representative.

Signed this _________ day of ________________________, 2014.

___________________________________  __________________________________
David Leitner                                  Co-President
Executive Director                              Calais Federation of Teachers
The Calais School

___________________________________
Co-President
Calais Federation of Teachers

___________________________________
Co-President
Calais Federation of Teachers

WITNESS:_________________________  WITNESS:_________________________
Directions for proper filing of the Informal/Formal grievance Procedure Form and Record:

a.) The filing of a grievance is typically reserved for those situations where you believe that the school has violated our contract or policies as defined and outlined in the CFT Agreement.

b.) Failure to agree with a decision made by the Principal Supervisor or other school administrator does not qualify as a grievance unless you believe that the school’s contract or policies were not followed.

c.) If you are considering the filing of a grievance the process does not begin unless you follow and submit the attached forms titled Informal/Formal Grievance Procedure Form and Record in accordance with the procedures and timelines outlined in the CFT Agreement.

d.) Faculty members utilizing the Informal/Formal Grievance Procedure will receive a copy of the forms that are submitted to the administration.

If you have any questions regarding the Grievance Process please consult with your Union Representative and/or Supervisor that the time of the alleged grievance.
THE CALAIS FEDERATION OF TEACHERS, LOCAL 6293

AND

THE CALAIS SCHOOL

INFORMAL/FORMAL GRIEVANCE PROCEDURE FORM AND RECORD

___________________________________________________________  ______________________________________
GRIEVANT                                                  TITLE

___________________________________________________________
Date Grievance Occurred

Nature of Complaint:

Adjustment or SettlementRequested:

Article of Contract Involved:

ATTACH PERTINENT DOCUMENTS; WRITTEN DECISIONS, LETTERS OF APPEAL OR ACCEPTANCE, ETC.
Date of 1st informal discussion

Name(s) of Person(s) Present

Decision at informal Discussion

Date of 2nd informal discussion

Name(s) of Person(s) Present

Decision at informal Discussion

Date of 1st Step Formal Meeting

Name(s) of Person(s) Present

Date Appeal of Above Decision

Date of 2nd Step Formal Meeting

Name(s) of Person(s) Present

Date Appeal of Above Decision

Date Appealed to Arbitration

ATTACH PERTINENT DOCUMENTS; WRITTEN DECISIONS, LETTERS OF APPEAL OR ACCEPTANCE, ETC.
MEMO
Compensation Request
For
Missed Duty Free Lunch

Date: __________

To: Dr. Manno

From: Chairperson of Meeting ______________________________

Re: _______________________

Please be advised, as per the Teacher’s Agreement, ______________________________
was authorized to attend an (IEP, Intro, Parent etc.) ______________________________
meeting for (name of student) ______________________________ during his/her regularly
scheduled lunch period.

Reference: page 7; Article VI: Teacher Assignments – paragraph K
**“Master Teachers and Specialist will be compensated at $24.00 for any missed lunch with the
exception of field trips and out of building school events.”
**“All other unit members will be compensated at $16.00 for any missed lunch with the exception of
field trips and out of building school events.”

Compensation Request form submitted to Business Manager.
COMPENSATION REQUEST
For
Missed Preparation Period
Date of request:

To: Dr. Manno

From: ___________________

Please be advised that on (date) ____________, my scheduled Preparation period was made unavailable to me. Describe reason.

Person authorizing missed Preparation Period:

Dr. Manno ______
David Leitner ______
Other _____________

Approved by: _______________ date: ________
Not Approved by: _____________ date: ________
Request sent to Business Office: __________________
The parties agree to the salaries for employees on the payroll as of June 30, 2014 as attached to the memorandum of agreement dated June 30, 2014 for the first two years of the Agreement and will develop mutually agreeable salary guides for the 2014-15, 2015-16 school years. Meetings to develop these guides will commence no later than September 15, 2014.

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### CALAIS SCHOOL TEACHER ASSISTANT STAFF SALARY GUIDE 2011-2012

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Staff will remain on their 2010-11 step for 2011-12. The agreed upon increases were applied to each step, such that no increment was required.
The parties agree to the salaries for employees on the payroll as of June 30, 2014 as attached to the memorandum of agreement dated June 30, 2014 for the first two years of the Agreement and will develop mutually agreeable salary guides for the 2014-15, 2015-16 school years. Meetings to develop these guides will commence no later than September 15, 2014.

### CALAIS SCHOOL TEACHING STAFF SALARY GUIDE 2011 - 2012

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