

Blairstown Elementary School

Teachers' Contract

2014-2017

September 10, 2014

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BLAIRSTOWN TOWNSHIP ELEMENTARY SCHOOL**TEACHERS' CONTRACT****PART A – GENERAL****Article I Recognition**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all teachers, counselors, Child Study Team members and school nurse under contract, employed or to be employed by the Board.
- B. Unless otherwise indicated, the term “teachers”, when used hereinafter in the Agreement, shall refer to all professional teachers represented by the Association, the negotiating unit as above defined, and references to male teachers shall include female teachers.

Article II Length of Day

- A. The school day for teachers will be 7 hours and 5 minutes.
- B. Teachers will have the option of leaving school at 1:15 p.m. on early dismissal days scheduled for two (2) Back-to-School Nights in September of each academic year.
- C. Teachers will have the option of leaving school at 1:15 p.m. on the early dismissal days scheduled for Parent/Teacher conferences in November of each academic school year.

Article III Length of School Year

- A. The last day of the school year for teachers will coincide with the last day of the school year for students. Teachers will have the option of leaving school at 1:15 p.m. Teachers will complete a Statement of Assurances check-out form prior to leaving on the last day of school each year.

Article IV Transfers and Reassignments

- A. Any teacher affected by proposed changes in schedule, room, class and/or subject assignments, shall be notified promptly in writing by the end of the school year, when possible.
- B. Any faculty that has to pack/unpack the instructional contents of his/her classroom or office due to a move will be compensated at the flat rate of \$150.00. This is not intended for a teacher who leaves their classroom intact for another teacher to take over.

Article V Teacher Lunch Period and Preparatory Period

- A. Teachers will have a duty-free lunch period.
- B. Teachers will be guaranteed one, daily uninterrupted prep. period equal to one full class period.
- C. A teacher who has a planning period shortened for the long term (an academic school year) will be informed in writing as soon as that determination is made with a copy sent to the BEA executive committee.

Article VI Absences

- A. Teachers will be allowed ten (10) illness days per school year. Unused days will be accumulated.

Article VII Personal Business

- A. Three (3) personal days will be granted per school year. The first two (2) will be without prior notice to the CSA. The third day will be granted with prior approval (48 hours before the requested date) of the CSA. A maximum of two (2) unused personal days may be converted to cumulative sick time. Use zero (0) personal days, two (2) are converted to cumulative sick time; use one (1) personal day, two (2) are converted to cumulative sick time; use two (2) personal days, one (1) is converted to cumulative sick time.
- B. Any staff member who requires a leave of absence, including maternity, shall file a written request with the CSA, with as much notice as possible but not later than sixty (60) days prior to the expected date of the leave of absence.
- C. Leave for Bereavement
 - 1. Teachers will be allowed up to five (5) days paid leave for the death of an immediate family member, such as father, mother, spouse, child, brother, sister, or any member of the immediate household.
 - 2. Up to three (3) days paid leave will be allowed for the death of mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, and grandchildren.
 - 3. One (1) day paid leave will be granted for the death of other family members.
 - 4. One (1) day of paid leave per year will be granted for the death of a friend.

Article VIII Professional Business

- A. A teacher may request one (1) professional day per year to enhance his or her professional development. This day must be approved by the CSA. This day may not be accumulated.
- B. Teachers will participate in professional development sessions/activities on Martin Luther King Day. In the event future calendars call for students to attend classes on Martin Luther King Day,

this agreement becomes null and void. In the event professional development activities are postponed due to inclement weather or some other unforeseen event, professional development activities will be re-scheduled.

Article IX Association President

- A. The President of the Blairstown Education Association will receive one (1) hour per week planning period (mutually agreeable between the CSA and the President) to meet with administrators to conduct association business.

Article X Salary

1. For the 2014-2017 school years, the "faculty" will be considered a constant total number for salary purposes only in accordance with the 2013-2014 school year. The financial responsibility for additions to the faculty or changes in its membership requiring additional money will be the obligation of the Blairstown Board of Education. The term "base salary" is defined as, "that salary a permanent faculty member receives on the salary guide." The teacher's salary increase will be: 2.40 % of the base salary in the 2014-2015 school year, 2.30 % of the base salary in the 2015-2016 school year, and 2.20 % of the base salary in the 2016-2017 school year.
2. All teachers will be immediately "on guide" with a salary to be determined by the number of years of certified public school teaching experience. (See Appendix A)
3. Association members have the option to participate in a summer payment plan, to begin September 1, 2014, and shall indicate in writing the selection of this option to the Business Office by June 15th of any given year in order to participate in the following year. The board will deduct and withhold an amount equal to 10% of each semimonthly or monthly salary installment and the accumulated deductions of any academic year shall be paid to the employee in two installments, one in July and one in August in the following year, in accordance with the N.J.S.A 18A:29-3 (statute permits a board to withhold 10% of salary which is paid to employee in two summer installments.)
4. Credit for military service time up to two (2) years will be granted at the time of initial employment. Time in excess of two (2) years will be halved and included in the next contract. There is a limit of four (4) years total credit for military service.
5. Teachers hired by the Blairstown Board of Education (Board) will receive longevity payments when eligible. Beginning the eleventh year of service with the Board, teachers will receive a \$100.00 longevity payment. Once a teacher is eligible, his or her annual longevity payments will be increased for the next twenty years by a maximum of \$100.00 per year until a total of \$2,000.00 is reached. See Longevity Scale A.

Longevity Scale A

Year of Teaching	Years Completed	Amount
11 th	10	\$100
12 th	11	\$200
13 th	12	\$300
14 th	13	\$400
15 th	14	\$500
16 th	15	\$600
17 th	16	\$700
18 th	17	\$800
19 th	18	\$900
20 th	19	\$1000
21 st	20	\$1100
22 nd	21	\$1200
23 rd	22	\$1300
24 th	23	\$1400
25 th	24	\$1500
26 th	25	\$1600
27 th	26	\$1700
28 th	27	\$1800
29 th	28	\$1900
30 th	29	\$2000

Teachers who have acquired some of their teaching experience at other school districts shall be paid a \$100.00 longevity payment by the Board after acquiring ten years experience, the last five (5) of which have been with the Blairstown Board of Education. The longevity payment for such teachers shall begin in the teacher's sixth year of service with the Board. Once a teacher is eligible, his or her annual longevity payments shall be increased for the next twenty (20) years by a maximum of \$100.00 per year until a total of \$2,000.00 is reached. See Longevity Scale B.

Longevity Scale B

Year of Teaching	Years Completed	Amount
11 th	5	\$100
12 th	6	\$200
13 th	7	\$300
14 th	8	\$400
15 th	9	\$500
16 th	10	\$600
17 th	11	\$700
18 th	12	\$800
19 th	13	\$900
20 th	14	\$1000
21 st	15	\$1100
22 nd	16	\$1200
23 rd	17	\$1300
24 th	18	\$1400
25 th	19	\$1500
26 th	20	\$1600
27 th	21	\$1700
28 th	22	\$1800
29 th	23	\$1900
30 th	24	\$2000

- F. Teachers will be compensated for graduate credits as indicated on the mutually agreed upon salary guides. Teachers compensated under previous contracts that awarded \$100.00 for each group of six (6) graduate credits up to a maximum of thirty-six (36) credits, or \$600.00, will be grandfathered. Credits must be earned after the teacher has received a certified teaching degree. Presentation of additional credits, as mentioned above, may only be made during the months of August and January to facilitate the drawing of contracts effective September first and February first. All credits presented to the Board of Education for payment must have had prior written approval by the Chief School Administrator (CSA). All credits must be for graduate level courses in the teacher's field of endeavor, unless permission is granted by the CSA for a specific

undergraduate course. The form for written approval may be obtained from the Board of Education secretary. Pay increases will be granted for graduate courses only.

- G. Upon receipt of an official transcript, an additional \$520.00 will be added to the teacher's annual salary at the Master's plus 15 credit level, \$520.00 at the Master's plus 30 credit level, \$520 for a second Master's degree or at the Master's plus 45 credit level, and \$520.00 at the Master's plus 60 credit level for graduate credits earned after receiving a Master's Degree or attaining a Doctorate Degree.

Article XI Payroll Deduction

- A. During open enrollment periods, employees may contribute to a flexible spending account, made available by the Board, which may be used for medical or dependent care expenses.

Article XII Graduate Credits

A. Tuition Reimbursement

1. Teachers attending classes on a defined college/university campus will receive tuition reimbursement equal to 100% of the New Jersey State College rate after receipt of a teacher's teaching certificate in his/her field of employment. There will be a limit of \$29,000 available for courses in the first year of the contract (July 1, 2014 to June 30, 2015), \$30,000 available for courses in the second year of the contract (July 1, 2015 to June 30, 2016), and \$31,500 available for courses in the third year of the contract (July 1, 2016 to June 30, 2017). Each teacher may receive reimbursement for a maximum of 12 (twelve) credits per contract year. The course must have prior written approval from the CSA and must be in the teacher's field of endeavor. Reimbursement will be made upon receipt of an official transcript to the Board of Education upon completion of the course in which a final grade not lower than a "B" is obtained.
2. Monies in this pool are designated for graduate level credits (or above) only. This pool is not to be used for obtaining National Board for Professional Teaching Standards Certification.
3. Any employee who receives compensation for graduate credits taken and voluntarily leaves the district within two (2) years after receiving such compensation, except for retirement purposes and specific life exceptions such as serious illness or spouse relocating due to job change; the employee will reimburse the school district the full amount awarded for tuition, within the last two (2) years of employment. Other extenuating circumstances may occur, requiring review by the administration and/or the Board. Any monies recovered will be returned to the "pool" in the year in which it is recovered and combined with the amount that is to be provided for the current contract year.

4. Requests for tuition reimbursement:
 - a. Requests for tuition reimbursement for the summer session will be accepted starting on the last school day in March.
 - b. Request for tuition reimbursement for the fall session will be accepted starting the last school day in May.
 - c. Requests for tuition reimbursement for the spring session will be accepted starting on the last school day in November.
 - d. Requests for tuition reimbursement will only be granted for the upcoming semesters within the current school year and limited to six (6) credits per semester and twelve (12) credits per school year for tenure staff only. No tuition reimbursement for non-tenure staff in year one (1) and year two (2) and only six (6) credits per year for non-tenure staff in year three (3). Non-tenure staff in year four (4) of employment will be eligible for up to nine (9) credits per year.
5. One-third of the tuition pool will be available for each enrollment period. Any monies remaining at the end of the school year will be evenly divided among the teachers taking credits for which they were not fully compensated.
6. If funds are available in the tuition account, teachers may be allowed reimbursement for an additional three (3) credits in order to complete a Masters degree for courses taken beyond the present twelve (12) credit cap. Teachers must make an application to the CSA for this additional reimbursement by June 15.
7. If sufficient funds remain available in the tuition account after aforementioned reimbursements, those monies will be used for an additional payout made to teachers for the full amount of tuition incurred for courses whose rates exceed the New Jersey state rate. Whereupon sufficient funds are not available, an even distribution, per course, not exceeding the actual tuition, will be paid.
8. Tuition reimbursement will be granted as follows: all requests for tuition reimbursement will be prioritized based first, on the date of submission and second, on years experience at Blairstown Elementary School.
9. On-line courses at the graduate level may be approved if offered by colleges and universities approved by the New Jersey Department of Education.

Article XIII Insurance Protection

A. Health Benefits

1. Major Medical/Hospitalization coverage shall be provided by the Board through the School Employees Health Benefits Program (hereinafter "SEHBP") or other coverage, equal or better. All employees will have the option of enrolling in the SEHBP New Jersey Direct 10

Plan, the SEHBP New Jersey Direct 15 Plan, SEHBP Aetna HMO, or the SEHBP High Deductible Plan.

2. Prescription benefits shall be provided through the major medical portion of the SEHBP. Teachers will be reimbursed a maximum of \$150.00 each for out-of-pocket expenses related to prescription drugs per year.
3. Dental insurance shall be provided by the Board through Delta Dental or other coverage, equal or better. The maximum dental insurance coverage per year will be \$1,500.00.
4. The Board pays the balance of the premium after all Chapter 78 contributions are withheld.
5. All employees are enrolled in the NJ Disability Insurance. The Board shall pay 50% of the cost.

Article XIV Sick Leave

- A. Upon retirement from the Blairstown School District, a teacher with fifteen (15) years experience, ten (10) in Blairstown, will receive reimbursement for his/her unused accumulated illness/emergency days up to a maximum total of 200 days at \$60 per day.
- B. Upon retirement, all teachers will be allowed to continue their health benefits at the group rate (paid by employee).
- C. **For teachers who retire before attaining age 55:** Any amount attributable to unused accumulated illness/emergency days shall be paid per the amount in Article XIV Section A.

For teachers who retire at age 55 or later: Any amount attributable to unused accumulated illness/emergency days shall be made a Non-Elective Employer Contribution to an eligible 403(b) plan.

Article XV Extra Pay

- A. Hourly compensation rate for BTA member attending summer IEP's, working additional hours, and presenting workshops will be \$40.00.
- B. For BTA members attending mandatory summer and weekend workshops compensation will be \$150.00 per day for a six (6) hour day or \$75.00 for a three (3) hour day.
- C. All compensatory time earned during the 2013 – 14 school year will be honored. Grandfathered compensatory time (prior to 2011-12 school year) is to be used within the 2014-15 and 2015-16 school years. The Board reserves the right to offer a one-time buy-back of grandfathered time at a rate to be determined. Beginning with the 2014-15 school year, school-sponsored activities, supervised outside the school day, and listed in Appendix B of the CBA will be compensated at an amount not to exceed the stipend listed per position. The Superintendent shall approve all such activities and recommend same to the Board of Education for approval. The CSA reserves the

right to add positions at any time during the terms of this contract at his/her discretion. The stipends will be issued to the approved advisors at the next payroll period following the successful conclusion of the activity.

- D. The Blairstown School District will notify all staff members of any new or potential vacant employment positions and compensatory openings by posting positions on the bulletin board in the faculty room and via email within 48 hours of the position becoming available.

Article XVI Grant Money

- A. Any grant money that is awarded through application from the grant committee shall be posted and shall be available to all qualified teaching staff members. This does not include grants written by individuals and awarded for specific purposes.
- B. Certificated staff that complete the process for and are awarded the National Board for Professional Teaching Standard Certification will have an additional \$1,000 added to their annual salary for each year for the life of the certificate.

BLAIRSTOWN TOWNSHIP ELEMENTARY SCHOOL
TEACHERS' CONTRACT

Appendix A – Salary Guides

Salary Guide
2014-2015

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60 /PHD
1	50,000	50,520	51,040	52,600	53,120	53,640	54,160	54,680
2	51,000	51,520	52,040	53,600	54,120	54,640	55,160	55,680
3	52,000	52,520	53,040	54,600	55,120	55,640	56,160	56,680
4-5	53,000	53,520	54,040	55,600	56,120	56,640	57,160	57,680
6	54,000	54,520	55,040	56,600	57,120	57,640	58,160	58,680
7-8	55,000	55,520	56,040	57,600	58,120	58,640	59,160	59,680
9	56,215	56,735	57,255	58,815	59,335	59,855	60,375	60,895
10	57,575	58,095	58,615	60,175	60,695	61,215	61,735	62,255
11-12	58,900	59,420	59,940	61,500	62,020	62,540	63,060	63,580
13	60,200	60,720	61,240	62,800	63,320	63,840	64,360	64,880
14	61,550	62,070	62,590	64,150	64,670	65,190	65,710	66,230
15	63,500	64,020	64,540	66,100	66,620	67,140	67,660	68,180
16	66,350	66,870	67,390	68,950	69,470	69,990	70,510	71,030
17	69,400	69,920	70,440	72,000	72,520	73,040	73,560	74,080
18-19	72,600	73,120	73,640	75,200	75,720	76,240	76,760	77,280
20	76,100	76,620	77,140	78,700	79,220	79,740	80,260	80,780
21-22	80,051	80,571	81,091	82,651	83,171	83,691	84,211	84,731
23+	85,700	86,220	86,740	88,300	88,820	89,340	89,860	90,380

Salary Guide 2015-2016

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60/ PHD
1	50,000	50,520	51,040	52,600	53,120	53,640	54,160	54,680
2	51,000	51,520	52,040	53,600	54,120	54,640	55,160	55,680
3	52,000	52,520	53,040	54,600	55,120	55,640	56,160	56,680
4	53,000	53,520	54,040	55,600	56,120	56,640	57,160	57,680
5-6	54,000	54,520	55,040	56,600	57,120	57,640	58,160	58,680
7	55,000	55,520	56,040	57,600	58,120	58,640	59,160	59,680
8-9	56,215	56,735	57,255	58,815	59,335	59,855	60,375	60,895
10	57,575	58,095	58,615	60,175	60,695	61,215	61,735	62,255
11	58,900	59,420	59,940	61,500	62,020	62,540	63,060	63,580
12-13	60,200	60,720	61,240	62,800	63,320	63,840	64,360	64,880
14	61,550	62,070	62,590	64,150	64,670	65,190	65,710	66,230
15	63,949	64,469	64,989	66,549	67,069	67,589	68,109	68,629
16	67,000	67,520	68,040	69,600	70,120	70,640	71,160	71,680
17	70,150	70,670	71,190	72,750	73,270	73,790	74,310	74,830
18	73,350	73,870	74,390	75,950	76,470	76,990	77,510	78,030
19-20	77,150	77,670	78,190	79,750	80,270	80,790	81,310	81,830
21	81,051	81,571	82,091	83,651	84,171	84,691	85,211	85,731
22+	86,100	86,620	87,140	88,700	89,220	89,740	90,260	90,780

Salary Guide 2016-2017

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60/ PHD
1	50,100	50,620	51,140	52,700	53,220	53,740	54,260	54,780
2	51,100	51,620	52,140	53,700	54,220	54,740	55,260	55,780
3	52,100	52,620	53,140	54,700	55,220	55,740	56,260	56,780
4	53,100	53,620	54,140	55,700	56,220	56,740	57,260	57,780
5	54,125	54,645	55,165	56,725	57,245	57,765	58,285	58,805
6-7	55,151	55,671	56,191	57,751	58,271	58,791	59,311	59,831
8	56,290	56,810	57,330	58,890	59,410	59,930	60,450	60,970
9-10	57,655	58,175	58,695	60,255	60,775	61,295	61,815	62,335
11	59,075	59,595	60,115	61,675	62,195	62,715	63,235	63,755
12	60,400	60,920	61,440	63,000	63,520	64,040	64,560	65,080
13-14	61,725	62,245	62,765	64,325	64,845	65,365	65,885	66,405
15	64,119	64,639	65,159	66,719	67,239	67,759	68,279	68,799
16	67,160	67,680	68,200	69,760	70,280	70,800	71,320	71,840
17	70,301	70,821	71,341	72,901	73,421	73,941	74,461	74,981
18	73,501	74,021	74,541	76,101	76,621	77,141	77,661	78,181
19	77,300	77,820	78,340	79,900	80,420	80,940	81,460	81,980
20-21	81,501	82,021	82,541	84,101	84,621	85,141	85,661	86,181
22+	86,500	87,020	87,540	89,100	89,620	90,140	90,660	91,180

Appendix B Stipend

Position	Max Hours	Max Compensation
Head Ski Club	36	\$1,440
Asst. - Ski Club	30	\$1,200
Drama Club	30	\$1,200
Head - Battle of the Books	12	\$480
Head - Battle of the Books	12	\$480
Asst. - Drama	12	\$480
Talent Show	9	\$360
Chess Club	8	\$320
Asst. - Chess Club	8	\$320
Asst. - Talent Show	7.5	\$300
Asst. - Talent Show	7.5	\$300
Battle of the Minds	6	\$240
Asst. - Battle of the Minds	6	\$240
Jump Rope for Heart	6	\$240
Warren County All Star Band	6	\$240
Brain Bowl/Geo Bee	6	\$240
Brain Bowl/Geo Bee	6	\$240
WCC Debate	3	\$120
WCC Debate	3	\$120
WCC Debate	3	\$120

Compensation is paid at a rate of \$40/hour.

BLAIRSTOWN TOWNSHIP ELEMENTARY SCHOOL
TEACHERS' CONTRACT

PART B - Association's Rights, Privileges, and Responsibilities

1. The Blairstown Board of Education shall deduct, from the pay of all non-member employees in the unit, a representation fee, in lieu of dues, for services rendered by the Blairstown Education Association in accordance with C.34:13A-5.5.
2. The representation fee to be paid by non-members/fee payers will be determined by an impartial arbitrator in accordance with the law.
3. On or about the first of November of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
4. The Board will deduct from the salaries of the fee paying unit members, the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
- D. The Association will notify the Board in writing of any changes in the list provided and/or the amount of representation fee, and such changes will be reflected in any further deductions as soon as possible after the Board receives said notice.
- E. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of the Article. The Association shall intervene in and defend any administrative or court litigation.

PART C - GRIEVANCE POLICY

Grievance Procedure

A. Definitions

1. A "grievance" is a claim based upon an event or condition, which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or interpretation, meaning, or application of any of the provisions of the Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. 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 the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One

- a. A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated Representative, with the objective of resolving the matter informally

4. Level Two

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR & R Committee") within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR & R Committee shall refer it to the superintendent of schools and/or the Board of Education for their action. Meetings for clarification may be requested by either the PR & R Committee with the Board of Education or the Board may request a meeting with the Teachers' Association.

5. Level Three

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered with ten (10) school days after the grievance was delivered to the superintendent, he may within five (5) school days after a decision by the superintendent and/or Board of Education or fifteen (15) school days after the grievance was delivered to the superintendent whichever is sooner, request in writing that the Chairman of the PR & R Committee submit his grievance to arbitration. If the PR & R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR & R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- c. The arbitrator so selected shall confer with the representatives of the Board and the PR & R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth its findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. Rights of Teachers to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the PR & R Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the PR & R Committee, a grievance affects a group or class of teachers, the PR & R Committee may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR & R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the PR & R Committee. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, paragraph 5 (c) of the ARTICLE.

3. 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.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent or the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this ARTICLE.

Part D – Duration of Agreement**BLAIRSTOWN TOWNSHIP ELEMENTARY SCHOOL
TEACHERS' CONTRACT**

This agreement shall be effective as of July 1, 2014, and shall continue in effect until June 30, 2017.

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by the respective secretaries all on the day and year first above written.

Blairstown Education Association

Blairstown Township Board of Education

President

President

Secretary

Secretary