

AGREEMENT

between the

BOARD OF EDUCATION

of the

BOROUGH OF FRANKLIN LAKES
COUNTY OF
BERGEN, NEW JERSEY
and the
FRANKLIN LAKES
EDUCATION ASSOCIATION

July 1, 2006
to
June 30, 2009

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2006-2009
FRANKLIN LAKES SCHOOL DISTRICT
BOARD OF EDUCATION

- Mr. Joseph Conti, President
- Mrs. Carmen Monte, Vice President
- Dr. Cheri se Col eburn
- Mr. Rene Haas
- Mr. Ri chard Koeni gsberg
- Mrs. Rose Pel igri
- Mrs. Jill Pi ccoli
- Mrs. Carol yn Rei tz
- Mr. Ti mothy Wentworth

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ARTICLE I

RECOGNITION

RECOGNITION OF ASSOCIATION MEMBERSHIP

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for certified personnel under contract to the Board including: Teachers, school library media specialists, nurses, child study team members, speech therapists, occupational therapists, physical therapists, non-certificated Instructional Aides, licensed practical nurses/aides and Secretaries under contract to the Board including: Instructional

Aides

used in special education and regular education classrooms.

TEACHERS DEFINED

Unless otherwise indicated, the term "Teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to Teachers shall be gender neutral.

INSTRUCTIONAL AIDES DEFINED

Unless otherwise indicated, the term "Instructional Aides," when used hereinafter in this Agreement, shall refer to paraprofessional employees represented by the Association in the negotiating unit.

SECRETARIES DEFINED

The term "Secretary" shall refer to all full time office employees who have the responsibility of office routines, maintaining files, receiving and routing phone calls, maintaining school records and other responsibilities associated with this clerical position. The term "Secretary" shall include ten (10) month Secretaries, twelve (12) month Secretaries and the position of "School Operations Assistant". For purposes of this Agreement, it will include Secretaries in the schools and the Department of Special Services as defined above, but will not include Secretaries or office personnel at the Board of Education office, nor the General Office Aides.

USE OF THE TERM EMPLOYEE

The term "Employee" shall refer to all Teachers, Instructional Aides and Secretaries represented by the Association in the negotiating unit as above defined.

EMPLOYEES ENTITLED TO BENEFITS

Employees working more than twenty-two and one half (22.5) hours per week are entitled to receive benefits as specified in Article XX.

EXCLUSIONS:

General office aides, central office employees, lunch aides, custodial employees, consultants, regional employees, non-teaching technical support staff, non-certificated school nurses and daily substitutes.

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ARTICLE II

NEGOTIATION PROCEDURE

COLLECTIVE NEGOTIATIONS TERMS

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on the terms and conditions of employees' employment.

Such negotiations shall begin not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all parties covered by this agreement, be reduced to writing, be signed by the Board and the Association, and be adopted after ratification by membership of the Association and the Board.

AVAILABILITY OF PUBLIC RECORDS FOR NEGOTIATIONS

During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all matters of public record of the Franklin Lakes School District.

SELECTION OF NEGOTIATING REPRESENTATIVES

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.

ADMINISTRATING AND AMENDING AGREEMENT

1. Representatives of the Board and the Association's negotiating committee shall meet when necessary or at the request of either party upon at least one week's notice for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

2. Each party shall submit to the other, at least four (4) days prior to the meeting, an agenda covering matters they wish to discuss.

3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and be signed by the Board and the Association, after the amendment has been submitted to the Board and Association for approval.

DURATION OF AGREEMENT

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

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F. ASSOCIATION'S SOLE POWER TO NEGOTIATE

The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

G. EXTENT OF MATTERS INCORPORATED IN AGREEMENT

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

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ARTICLE III
GROUP NEGOTIATIONS

A. When a matter of personnel policy is to be referred for negotiation, a written request for a preliminary meeting with the Superintendent shall be submitted by the Association. Such request must specify the subject matter under discussion.

B. As a result of this preliminary meeting (1) the Association and the Superintendent may elect to resolve the problem and to develop jointly recommendations that shall be submitted in writing to the Board of Education for consideration and approval, or (2) either party may request that a negotiation meeting between the Board of Education and the Association be arranged, in which case such meeting shall be convened within a 30 day period. If mutually agreeable, the Superintendent shall serve as the chairman of the negotiations meeting.

C. Throughout the period of negotiations with the Board of Education on any subject, the Association representatives or Board Members may meet and consult with the Superintendent in advisory discussions on the subject under consideration.

D. Facts, opinions, proposals and counterproposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement.

E. When the Board and the Association representatives reach agreement in executive session recommendations for written personnel policies shall be presented to the entire

Board of Education for consideration and adoption.

F. If the Board and the Association representatives are unable to agree, all reasonable

means, including the use of consultants, shall be employed in an effort to reach agreement.

G. Neither party shall be required to negotiate any subject covered by the existing agreement

except at the successor negotiations relating to wages and salaries.

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ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee's or group of employees' terms and condition of employment.

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 or employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

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 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 limited 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. Any individual employee shall have the right to appeal the application of policies and administrative decisions affecting him/her through recognized administrative channels.

4. In presenting his/her personal professional grievances, the employee shall be assured freedom from prejudicial action in presenting his/her appeal.

5. He/she shall have the right to present his/her own appeal or to designate representatives of the Association or another person of his/her own choosing to appear with, or for, him/her at any step in his/her appeal.

D. STEPS

A grievance may begin at Step 1 or where applicable begin at Step 2.

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Step 1. Supervisor

Any employee who has a grievance shall appeal in writing to his/her immediate superior and, if within five (5) school days the answer is unsatisfactory or there is no answer, continue the appeal to the next step.

Step 2. Superintendent and P. R. & R. Committee

If the aggrieved person is not satisfied with the disposition of the grievance at Step 1, or is beginning the grievance at Step 2, he/she may submit the grievance in writing to the Superintendent and file it with the Professional Rights and Responsibilities Committee of the Association (hereinafter known as the P. R. & R. C.) Within five (5) school days the P. R. & R. shall be required to file its recommendations concerning the grievance in writing, one copy to the employee and one copy to the Superintendent. If within ten (10) school days the decision of the Superintendent is unsatisfactory or if no decision has been rendered, the aggrieved person may proceed to Step 3.

Step 3. Board of Education Via Board Secretary

The aggrieved person, may within five (5) school days after the decision of the Superintendent [or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner], submit his/her grievance in writing to the Board of Education. The Board shall within a period of thirty (30) days arrange a hearing at a mutually acceptable time and place and within ten (10) school days after conclusion of the hearing render a written decision.

Step 4. Arbitration Teachers

(a) In the event that the determination of the Board shall be deemed unsatisfactory by the Association, within ten (10) school days after receiving the Board's decision the Association or the Board may refer, at shared expense, the matter to Binding Arbitration in accordance with the Rules and Procedures of the Public Employment Relations Commission.

(b) Binding arbitration under this article shall apply only to administrative decisions which contravene or misapply Board policy or the provisions of this agreement, and to any other misinterpretation, misapplication or violation of Board policy or this agreement, and no grievance shall be arbitrable that involves voluntary or involuntary transfers and reassignments, the non-renewal of non-tenure Teachers, any other prerogatives of management, which have been identified by PERC, the Courts, and such, or any matter for which a method of review is provided in the Division of Controversies and Disputes under the Commissioner of Education.

Step 4. Arbitration Instructional Aides and Secretaries

(a) In the event that the determination of the Board shall be deemed unsatisfactory by

the Association, within ten (10) school days after receiving the Board's decision

the Association or the Board may refer, at shared expense, the matter to Advisory Arbitration in accordance with the Rules and Procedures of the Public Employment Relations Commission.

(b) Advisory arbitration under this article shall apply only to administrative decisions

which contravene or misapply Board policy or the provisions of this agreement, and to any other misinterpretation, misapplication or violation of Board policy or this agreement, and no grievance shall be arbitrable that involves voluntary or involuntary transfers and reassignments, the non-renewal of Instructional Aides {F&H00005561.DOC/7} 9

and Secretaries, any other prerogatives of management, which have been identified by PERC, the Courts, and such, or any matter for which a method of review is provided in the Division of Controversies and Disputes under the Commissioner of Education.

E. Any grievance not presented in writing within twenty (20) school days after the grievant

knew or should have known of the event or events upon which the claim is based, shall

conclusively be deemed waived by the grievant or grievants.

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ARTICLE V

EMPLOYEE RIGHTS

RIGHTS OF MEMBERSHIP IN ASSOCIATION

Pursuant to Chapter 123 Public Laws of 1974, the Board hereby agrees that every full time employee under contract to the Board shall have the right to freely organize, join

and support the association and its affiliates for the purpose of engaging in collective

negotiations and other concerted activities for mutual aid and protection. As a duly

selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage

or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter

123 Public Laws of 1974 or other laws of New Jersey or the Constitutions of New Jersey

and the United States; that it shall not discriminate against any employee with respect to

hours, wages or any terms or conditions of employment by reason of his/her membership

in the Association and its affiliates, his/her participation in any activities of the

Association and its affiliates, collective negotiations with the Board, or his/her institution

of any grievance, complaint or proceeding under this Agreement or otherwise with respect

to any terms or conditions of employment.

RIGHTS GRANTED BY NEW JERSEY LAW

Nothing contained herein shall be construed to deny or restrict to any employee such

rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

RIGHT TO WEAR IDENTIFICATION OF MEMBERSHIP

Employees shall be permitted to wear pins or other identification or membership in Association or its affiliates in accordance with law.

RIGHT TO ASSOCIATION REPRESENTATION

Whenever any employee is required to appear before the Board or any committee thereof or an administrator concerning any matter which could adversely affect the continuation of that employee's position or employment, or the salary or any increments pertaining thereto, or in any other disciplinary action, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise, and represent, him/her during such meeting or interview if the employee requests representation. This rule shall only apply to meetings or interviews which may reasonably result in discipline and shall not apply to non-disciplinary meetings or interviews, including, but not limited to, meetings or interviews involving observation, evaluations, professional improvement plans, general discussion of district policies and rules, the giving of instruction or training and needed corrections of work technique or to review progress and improvement with the employee where the imposition of discipline has already been determined.

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ARTICLE VI ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference, or meetings, he/she shall suffer no loss in pay.

B. The Association, representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Association is required to secure approval of the building administrators to use the facilities.

C. The Association shall have the right to use school facilities and equipment for Association business, at reasonable times, when such equipment is not otherwise in use. The

equipment is to be operated by qualified personnel. The Association shall pay for the actual cost of all materials and supplies incident to such use.

D. The Association shall have, in each school building, the exclusive use of a bulletin board

in each faculty lounge.

E. The Association shall have the right to use the inter-school mail facilities and school

mailboxes as it deems necessary. The Association also shall have the right to use the

district's e-mail, under the provisions of the staff acceptable use policy.

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ARTICLE VII

WORK HOURS AND WORK LOAD

A. TEACHING HOURS AND TEACHING LOAD

1. REPORTING TO WORK

As professionals, Teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in

or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a checkmark in the appropriate column of the faculty roster. Any Teacher arriving late to work shall sign in and indicate time of arrival and have the

right to record the reason for the lateness.

2. TEACHER DAY

The total in school teacher day will not exceed seven hours with the exception of Morning Supervision, including a duty free lunch period of a minimum of forty-five

(45) minutes. The Board will give consideration to reducing the student day within the limitations imposed by transportation schedules and cost.

On minimum days, Teachers shall be entitled to a 20 minute duty-free lunch period.

MORNING SUPERVISION

Twice during the school year for twenty (20) days each, twenty percent (20%) of the Teachers in each building will be scheduled to arrive an additional ten (10) minutes earlier than the contractual day for non-instructional student supervision (non-meeting) time.

3. REPORTING TO CLASSROOMS OR OTHER DESIGNATED AREAS

Teachers shall be required to report for duty in their classrooms or other area designated by the administrator at least five (5) minutes before the opening of the pupils' school day and not leave sooner than fifteen (15) minutes after the close of

the school day. The Board encourages Teachers to extend their work day beyond the student day whenever this would benefit their students or further their own professional development. These fifteen (15) minutes shall be Teacher Professional time.

4. PREPARATION TIMES

(a) Classroom Teachers shall, in addition to their lunch period, have daily preparation time of one full period during which they shall not be assigned to any other duties. Other certificated members of the negotiating unit who are not regular classroom Teachers shall be provided with preparation time to the same extent as other Teachers. Exceptions to this provision may be made only in cases of emergency.

(b) USE OF PREP FOR CLASS COVERAGE

When a substitute cannot be obtained to cover a class from which the regular Teacher shall be absent, the Administrator may assign another Teacher to cover the class during the Teacher's preparation time or such

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other available time as may be voluntarily designated by the Teacher. Teachers may voluntarily designate preparation periods, duty free lunch or other available time they would use to provide coverage by notifying the building administrator. Teachers shall be paid \$26 (06/07), \$27 (07/08), \$28 (08/09) for covering a forty to forty-five (40-45) minute class period. Payment of Teachers for class coverage during preparation time shall be prorated to reflect the length of the class covered.

5. MIDDLE SCHOOL PERIODS

(a) Two (2) periods per day at the Middle School will be either administrative and/or duty periods. Administrative and Duty periods will be split equally (50% each) over a two-week period of time and no more than fifty percent (50%) will be of one kind.

The types of administrative assignments that may be assigned to middle school Teachers during non-teaching periods and limitations on the same, shall be as follows:

- (1) Collaborative planning @ 1 day/week per collaborative class
- (2) Parent conference/communication
- (3) Staff development
- (4) Pre/post observation conference
- (5) IEP meetings
- (6) Review/reading student IEP/504
- (7) Mentoring of Teachers
- (8) Team leader, coordination meetings and team planning
- (9) Peer visitations
- (10) AAFP writing
- (11) Curriculum work @ feedback, collaboration and input for the curriculum committee may be done during this period
- (12) Administrative meetings @ shall not exceed more than ten (10) per year.

Class coverage during administrative period @ shall not exceed more than ten (10) total per year, nor more than two (2) per month. Any coverage exceeding ten (10) per year or two (2) per month shall be compensated at the agreed upon rate as outlined in Article VII(A)(4)(b). Administrative periods shall not be used for bus duty, hall duty, lunch duty or student assistance, but the administrative period may be exchanged for a preparation period in the case of an extreme emergency. In no case shall said exchange exceed ten (10) per year as outlined above.

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The types of duty assignments that may be assigned to middle school Teachers during non-teaching periods shall be as follows:

- (1) Student assistance
- (2) Lunch duty
- (3) Alternate lunch duty
- (4) Bus duty
- (5) Attendance
- (6) Hall duty

When middle school Teachers are mandated to teach more than twenty-five (25) periods per week or more than five (5) periods per day, they will be compensated at the rate of their base salary divided by 1,000 multiplied by the number of extra periods taught per year.

This salary compensation shall not be less than the current agreed-upon additional period amount of \$7,800 in 2006-07 or \$7,900 in 2007-08 and \$8,000 in 2008-09. For those Teachers that are not mandated to teach more than five (5) classes per day or twenty-five (25) classes per week, they may volunteer for additional periods at the agreed upon contractual rate (see Article IX(F)(1)).

6. COLLABORATIVE TEACHING PERIOD

(a) Collaborative Teachers have received one (1) additional planning period per week per collaborative subject.

(b) Teachers who collaborate in language arts for ten (10) periods per week shall receive two (2) weekly planning periods, which may be within the school day, but not during their regular preparation period. One (1) planning period will be provided within the school day and the second planning period shall be outside the contractual day, in-school before the opening of the pupils' school day or after the close of the school day, for which the Teachers shall be compensated at the rate of \$45 per Teacher, per second planning period per week.

(c) The number of planning periods will be capped at two (2) per week for collaborative language arts Teachers who teach from ten (10) to fifteen (15) periods per week of language arts collaboratively.

7. AUTISTIC PROGRAM

Teachers in the Preschool/Autistic program shall have a duty free lunch and prep period each day. When Teachers miss a prep period due to home visits or training, they will be reimbursed. When Instructional Aides miss their recording time due to training, they will be reimbursed for their time or they will be provided with equivalent comp time. Teachers and Instructional Aides will be reimbursed for mileage related to home visits and training according to IRS guidelines.

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MINIMUM DAYS BEFORE HOLIDAYS

The annual school calendar will provide minimum school days for Teachers and Instructional Aides prior to the Thanksgiving and Holiday recess.

MANDATORY MEETINGS

The following meetings shall be considered mandatory for Teachers:

One (1) evening parent/teacher conference. On this evening conference day, there shall be a minimum day for Teachers.

FAMS & Graduation and Back to School Night

Elementary & Back to School Night

All other evening meetings shall be considered voluntary.

STAFF/CURRICULUM MEETINGS

Teachers shall make available four (4) afternoons per year, fifteen (15) minutes after the close of the teacher school day, for the purpose of after-school staff and/or curriculum development that is in addition to the schools' monthly faculty meeting. Three (3) of the four (4) sessions will be maximum of two (2) hours in length. One (1) of these sessions will be designated by a Staff/Curriculum Committee as voluntary and optional on the part of the Teacher for a maximum of one and one-half (1.5) hours. The dates will be set by the Superintendent after

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consultation with the Committee at the beginning of each school year.

PROFESSIONAL DAYS

There shall be two (2) Professional Days scheduled per year. The programs for each day will be determined by the district's Professional Development Committee. These Professional Days will not be scheduled on a Saturday or Sunday.

FLEXIBLE SCHEDULE

Teachers may be required to work a flexible schedule. The flexible schedule is subject to annual review and approval by the administrator. In those cases, the Teacher's in-school workday shall be at least seven (7) hours. A Teacher assigned to work a flexible schedule may be assigned to begin work forty-five (45) minutes before the regular day. Child Study Team and Guidance personnel may volunteer to accept assignments which would allow their work day to end no later than forty-five (45) minutes after the student day. Flexible scheduling shall not take place on days when faculty/staff/curriculum development meetings are scheduled or, if they are, the Teacher shall be excused from attending.

TEACHERS & NEW HIRES

Teachers new to the district will attend three (3) days of orientation prior to the start of the school year. New Teachers will be compensated at the rate of \$100 per day. New Teachers shall be required to attend five (5) one-hour meetings beginning fifteen (15) minutes after the school day during their first year.

TEACHER CONFERENCE TIME

In addition to the usual workday, Teachers shall be available for two (2) thirty-minute time periods per month to take place in different weeks, for the purpose of providing parent/guardian conferences. At the beginning of the school year, the Teacher shall select the two (2) time periods to occur one before and one after the

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school day that is convenient to the Teacher. These times must be contiguous with the scheduled contractual day. It will not be necessary for a Teacher to report for these conference times unless a parent/guardian has requested such meeting with the Teacher no later than two (2) o'clock on the previous school day. Teachers shall distribute notice of their availability for these meeting dates at Back-to-School Night. This parent/guardian conference time is not cumulative month to month and cannot be used for any other purpose by Administration. If a Teacher works zero period or flex time, they will schedule their sessions after school. Teachers shall post their availability for conferences once in September and once in January.

15. IEP PREPARATION TIME

Special Education Teachers shall receive one (1) professional day annually for IEP writing. The selected day shall be approved by their administrator.

B. INSTRUCTIONAL AIDE HOURS AND INSTRUCTIONAL AIDE LOAD

1. REPORTING TO WORK

As professionals, Instructional Aides are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to

"clock in or clock out" by hours and minutes. Instructional aides shall indicate their presence for duty by placing a checkmark in the appropriate column of the faculty roster. Any Instructional Aide arriving late to work shall sign in and

indicate time of arrival and have the right to record the reason for the lateness.

2. INSTRUCTIONAL AIDE DAY

The total school day for an Instructional Aide will not exceed seven (7) hours. Instructional aides shall have a daily duty free lunch period of a minimum of forty-five (45) minutes. This will be an uninterrupted lunch period. If an emergency arises, the Instructional Aide will be compensated for the time taken from his/her lunch period. An emergency, for purposes of this provision, shall include any unusual conditions caused by any circumstances or situation including, but not limited to, shortages in the personnel of the school district caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby, the safety of the students is endangered or imperiled, as shall be determined in the sole discretion of the superintendent or administrator.

On minimum days Instructional Aides shall be entitled to a twenty (20) minute duty free lunch.

3. TEN MINUTE BREAK

Any Instructional Aide who works continuously for four (4) hours shall receive a ten (10) minute break to which he/she shall not be assigned other duties. A part-time Instructional Aide shall have his/her break prorated.

4. INSTRUCTIONAL AIDES CALENDAR YEAR

Instructional Aides will work the same calendar as that of a Teacher. Instructional Aides in the Autistic Program shall have an eleven (11) month work calendar. On parent-teacher conference days, the Instructional Aide will attend conferences as determined by the Administration. For the balance of time, he/she will participate in relevant in-service. Such in-service programs will be developed by the

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administration. Instructional Aides may also submit topics for in-service which will require approval by the administration. If there is no in-service provided by the administration then the Instructional Aides will be relieved of this assignment.

C. INSTRUCTIONAL AIDES & NEW HIRES

Instructional Aides new to the district will attend three (3) days of orientation/training prior to the start of the school year. New Instructional Aides will be compensated at the rate of \$70 per day. New Instructional Aides shall be required to attend five (5) one-hour meetings beginning fifteen (15) minutes after the school day during their first year.

D. REDUCTION IN FORCE (RIF)

When deciding upon a reduction-in-force of Instructional Aides with five (5) or more years of service to the district, consideration shall be given to performance evaluations, length of service, attendance record, contributions to the district, and skills needed to perform expected job requirements. If an Instructional Aide is to be reduced, that person shall have the opportunity to meet with the Superintendent to discuss reasons for the recommendation of non-renewal. The Board of Education has the final decision in the matter and may be addressed by the Instructional Aide if that person so desires.

E. SECRETARY HOURS AND SECRETARY LOAD

1. REPORTING TO WORK

As professionals, Secretaries are expected to devote to their assignments the time

necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes.

2. SCHOOL DAY AND LUNCH PERIOD

The total school day for a Secretary will not exceed eight (8) hours.

Secretaries shall have a daily duty free lunch period of a minimum of one (1) hour. This will be an uninterrupted lunch period. If an emergency arises, the Secretary will be compensated for the time taken from his/her lunch period. An emergency, for purposes of this provision, shall include any unusual conditions caused by any circumstances or situation including, but not limited to, shortages in the personnel of the school district caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby, the safety of the students is endangered or imperiled, as shall be determined in the sole discretion of the superintendent or administrator.

On minimum days before holidays Secretaries shall be entitled to a twenty (20) minute duty free lunch.

3. TEN (10) MONTH SECRETARIES AND SCHOOL OPERATION ASSISTANTS WORK CALENDAR

Ten (10) month Secretaries work calendar shall be from September 1 to June 30.

A ten (10) month Secretary may work during the summer months and receive an equal number of comp days to be taken during the school year or shall be compensated for each remaining day worked according to his/her daily pro-rated salary.

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Secretaries shall have all school holidays plus the December holiday recess, and either the winter recess or the spring recess. Comp days and selection of winter or spring recess for vacation time shall be selected by the Secretary and approved by the administrator at least sixty (60) days prior to the winter recess.

4. TWELVE (12) MONTH SECRETARIES WORK CALENDAR

Twelve (12) month Secretaries shall have the following paid vacations:

Years In District Employment Number Of Vacation Days

1 to 5 Fifteen (15) days

6 to 10 Twenty (20) days

11+ Twenty-two (22) days

In addition to vacation days, twelve (12) month Secretaries shall have all school holidays plus July 4th, Labor Day, December holiday recess, and either winter or spring recess. The administrator shall inform the Secretary of the recess to be worked at least sixty (60) days prior to the winter recess.

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ARTICLE VIII

EMPLOYMENT

A. TEACHER EMPLOYMENT

Teachers shall be notified of their contract and salary status for the ensuing year no later

than May 15. Nothing, however, shall prevent the Board from terminating a Teacher's contract or withholding a Teacher's increment after May 15 where the circumstances warrant such action.

Non-tenured Teachers who receive notice of non-renewal for the next school year

subsequent to May 15 shall be given sixty (60) days severance pay from the date the notice was given.

Non-tenured Teachers whose contracts are terminated during the course of the academic year shall receive severance pay or work for sixty (60) days, at the option of the Board.

Teachers terminating their employment during the course of the year shall provide the Board with sixty (60) days notice. Teachers terminating their employment to coincide with the end of the academic year shall provide the Board with sixty (60) days notice.

B. INSTRUCTIONAL AIDE EMPLOYMENT

Instructional aides shall be notified of their contract and salary status for the ensuing year no later than the Friday before Memorial Day.

Instructional aides whose contracts are terminated during the course of the academic year shall receive severance pay or work thirty (30) days at the option of the Board.

Instructional aides terminating their employment during the course of the year shall provide the Board with thirty (30) days notice.

C. SECRETARY EMPLOYMENT

Secretaries shall be notified of their contract and salary status for the ensuing year no later than May 15.

Non-tenured Secretaries whose contracts are terminated during the course of the academic year shall receive severance pay or work thirty (30) days at the option of the Board.

Secretaries terminating their employment during the course of the year shall provide the Board with thirty (30) days notice.

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ARTICLE IX

SALARIES

A. SALARY SCHEDULES

The Salaries of all Teachers covered by this Agreement are set forth in Schedule "A-1".

The salaries of all Instructional Aides covered by this Agreement are set forth in Schedule

0A-30. The salaries of all Secretaries covered by this Agreement are set forth in Schedule

0A-40. These salary schedules are attached hereto and made a part hereof. The salary

adjustment for Teachers, Instructional Aides and Secretaries will be 4.65% for each year of the contract.

B. SALARY PAYMENT PLANS

1. The Board agrees to permit employees the option of selecting either a twenty (20) payment plan or a twenty-four (24) payment plan.

For those ten (10) month employees selecting the twenty-four (24) payment option, paychecks will be mailed only during July and August. All employees will have their paychecks distributed to them in the usual manner and/or direct deposit during the school year, regardless of payment option.

All new employees shall have their paychecks distributed to them by direct deposit in the banks and accounts they so designate. By the third year of the contract (2008-09) all employees shall have their paychecks distributed to them by direct deposit in the banks and accounts they so designate.

2. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

3. Employees shall receive their first paycheck in September of each year on the first

Friday after returning to school. Employees shall receive their final checks and the pay schedule for the following year on the last working day in June.

C. STIPEND POSITIONS

Stipend positions covered by this Agreement are set forth in Schedule B-1, Schedule B-2

and Schedule B-3 and are open to all employees, except for positions requiring certification.

D. WITHHOLDING OF INCREMENT PROCEDURE

Salary increases, as represented by advancement on the salary guide, are not automatic.

Increases are earned through satisfactory teaching performance as evidenced by evaluations conducted by the administrator.

The Teacher appraisal and evaluation process is the base upon which this procedure for

withholding an increment is established. The evaluation process is defined in the policy

manual of the Board.

1. Once the recommendation to withhold an increment has been forwarded to the Teacher and the Superintendent, the Teacher may request the Superintendent, within ten (10) school days and in writing, to establish a date when the Teacher could meet with the Superintendent to discuss the administrator's recommendation. The Superintendent shall not forward the recommendation to the Board of Education without such a conference unless the ten (10) school days have elapsed without the written request from the Teacher.

2. Should the resultant action of the Superintendent be to forward a recommendation for withholding an increment to the Board, the Teacher to be so deprived shall receive written notice of such a recommendation.

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3. Following such a recommendation by the Superintendent, arrangements shall be made to afford the Teacher a reasonable opportunity to speak in his/her own defense before the Board. In order to have such an opportunity, the Teacher must, within ten (10) school days after receipt of the written notice from the Superintendent, request in writing a meeting with the Board in closed session.

4. The Board shall be given a reasonable opportunity, following the meeting with the

Teacher, to deliberate. Should the resultant action of the Board be to withhold the increment, the Board shall, within ten (10) school days, give written notice of the action, and the reason to the Teacher concerned.

5. When an increment is withheld, the Teacher will not advance to the next higher step on the salary guide for the next contract year. Withholding an increment will

not prevent the Teacher moving from the BS to the MA guide, or from the MA to the MA+30 guide if the Teacher has satisfactorily completed the degree requirements. Placement on the higher degree guide will be at the same relative step.

6. If the Teacher, who was deprived of an increment, subsequently performs satisfactorily for the next two successive contract years including the year of deprivation, the Board may restore the Teacher to the salary step that the Teacher would otherwise have attained had there not been a withholding of increment. The increment may be restored earlier at the recommendation of the Superintendent with the approval of the Board.

7. The Teacher shall have the right to present his/her own appeal or to designate representatives of the Association or another person of his/her own choosing to appear with him/her at any step in this procedure.

E. PART-TIME TEACHERS' SALARY SCHEDULE

1. All part-time Teachers employed by the Board shall be paid prorated salaries as determined by the number of days they are in the District in relation to a full week, e.g. a Teacher who works two (2) days a week is 2/5 time or .4 contract. A Teacher who works four (4) days a week is 4/5 time or .8 contract. Any portion that might not fall on a full day will be prorated on that basis.

2. Part-time Teachers who are employed for less than a full day, shall have their preparation period, lunch period, and supervisory duties pro-rated based on the above method, e.g. a 2/5 time Teacher is entitled to the equivalent of 2/5 of the preparation periods, lunch periods and supervisory duties of a full time Teacher. A part-time Teacher whose schedule requires a full day, but less than a full week, shall receive a preparation period, lunch period, and supervisory duties equal to that of a full time Teacher for each day worked.

3. Part-time schedule shall be developed by building supervisor or Superintendent.

E. PART-TIME INSTRUCTIONAL AIDES' SALARY SCHEDULE

1. All part-time Instructional Aides employed by the Board shall be paid prorated salaries determined by the following formula: Full-Time Equivalent.

FTE = minutes of assigned time with pupils/week

7 hours (minus 45 minutes for lunch) x 5

2. Part-time Instructional Aides who are employed for less than a full day, shall have their lunch period and break prorated based on FTE. A part-time Instructional Aide whose schedule requires a full day, but less than a full week, shall receive a lunch period and breaks equal to that of a full-time Instructional Aide for each day worked.

3. Part-time schedule shall be developed by building supervisor or Superintendent. {F&H00005561.DOC/7} 22

F. ADDITIONAL INSTRUCTIONAL PERIOD ASSIGNMENTS

1. IN LIEU OF A PREPARATION PERIOD

Teachers may volunteer to be assigned an additional instructional period in lieu of a preparation period.

All such additional instructional periods worked must be full periods.

Teachers chosen to work the additional instructional period shall be allowed to work between one (1) and five (5) periods per week. No Teacher shall be permitted to work more than five (5) additional instructional periods per week or more than one (1) additional instructional period per day.

Teachers working five (5) additional instructional periods per week shall be compensated at the annual rate of \$7,800 (06/07), \$7,900 (07/08), \$8,000 (08/09). Teachers working less than five additional instructional periods per week shall be compensated on a pro-rated formula based on the annual rate of \$7,800 (06/07), \$7,900 (07/08), \$8,000 (08/09).

Teachers working the additional instructional period shall be chosen on a voluntary basis. If more than one Teacher volunteers for the above assignment, the choice will be made by the administration. This voluntary assignment will not be automatically renewed.

2. ZERO PERIOD

An additional instructional period may take place immediately before or after the contractual day.

All such additional instructional periods worked must be full periods.

Teachers chosen to work the additional instructional period shall be allowed to work between one (1) and five (5) periods per week. No Teachers shall be permitted to work more than five (5) additional instructional periods per week or more than one (1) additional instructional period per day.

Teachers working five (5) additional instructional periods per week shall be compensated at the annual rate of \$7,800 (06/07), \$7,900 (07/08), \$8,000 (08/09). Teachers working less than five (5) additional instructional periods per week shall be compensated on a pro-rated formula based on the annual rate of \$7,800 (06/07), \$7,900 (07/08), \$8,000 (08/09).

Teachers working the additional instructional period shall be chosen on a voluntary basis. If more than one Teacher volunteers for the above assignment, the choice will be made by the administration. This voluntary assignment will not be automatically renewed.

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ARTICLE X SERVICE INCREMENT

A. SERVICE INCREMENT (LONGEVITY)

1. The Board, in recognition of a Teacher's consecutive service to the district, will

provide a service increment as follows:

- 15th through 19th consecutive year in district - \$2600
- 20th through 24th consecutive year in district - \$3300
- 25th through 29th consecutive year in district - \$4000
- 30th consecutive year in the district and thereafter - \$4700

2. The Board, in recognition of an Instructional Aide's consecutive service to the district, will provide a service increment as follows:

- 5th through 9th consecutive year in district \$700
- 10th through 14th consecutive year in district \$900
- 15th through 19th consecutive year in district \$1100
- 20th through 25th consecutive year in district \$1300

3. The Board, in recognition of a Secretary's consecutive service to the district, will

provide a service increment, as follows:

- 5th through 9th consecutive year in district - \$700
- 10th through 14th consecutive year in district - \$900
- 15th through 19th consecutive year in district - \$1100
- 20th through 25th consecutive year in district - \$1300

B. This amount shall be added to the employee's annual regular salary and paid as part of the regular salary plan.

A part-time Teacher/Instructional Aide who has been employed in the District for the requisite number of consecutive calendar years shall receive a service increment prorated to reflect his/her current full-time equivalent (FTE).

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ARTICLE XI

EMPLOYEE ASSIGNMENT

A. NOTICE OF ASSIGNMENT

All employees shall be given written notice of their grade level and/or subject assignments, building assignments and room assignments as soon as practicable.

B. REVIEW OF DAILY SCHEDULES

The Board shall share schedules with the Association prior to beginning of school year.

C. TRAVEL AMONG SCHOOLS

1. Schedules of Teachers and Instructional Aides who are assigned to more than one (1) school shall be arranged so that no such Teacher or Instructional Aide shall be required to engage in an unreasonable amount of inter-school travel. Such Teachers and Instructional Aides shall be notified of any changes in their schedules as soon as practicable.

2. Teachers and Instructional Aides who may be required to use their own automobiles in the performance of their duties and Teachers and Instructional Aides who are assigned to more than one (1) school per day shall be reimbursed for all such travel; at the I.R.S. rate per mile for all driving done after arrival at the first location at the beginning of their work day in the performance of their duty.

3. Teachers shall have fifteen (15) minutes traveling time between schools.

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ARTICLE XII

VOLUNTARY TRANSFERS AND ASSIGNMENTS

A. POSTING OF AVAILABLE POSITIONS

The Superintendent shall deliver to the Association and post in all school buildings a list of the known employment vacancies as they occur during the school year.

B. REQUEST FOR CHANGE OF ASSIGNMENT

Teachers and Instructional Aides who desire a change in grade and/or subject assignment or who desire to transfer to another building for the following school year

may file a written statement of such desire with the Superintendent by April 1. Such statement shall include the grade(s) and/or subject(s) to which the Teacher or Instructional Aide desires to be transferred, in order of preference.

If a position becomes available after April 1, requests may be made for such position.

In the event of requests for voluntary reassignment or transfer to fill such vacancies, the wishes of the individual will be considered. Each request will receive a written reply.

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ARTICLE XIII

INVOLUNTARY TRANSFERS
AND
REASSIGNMENTS

A. The decision of transfer of a Teacher requires a majority vote of the full Board of Education. However the administrators and Superintendent may make recommendations to the Board of Education. In making such recommendations, the administrators will give consideration to filling vacancies with qualified volunteers instead of involuntary transfers or reassignments. The Board's decision will be final.

B. Notice of an involuntary transfer or reassignment shall be given to Teachers as soon as practicable.

C. An involuntary transfer or reassignment shall be made on the basis of the best interests

of the school system and when the Teacher's services would be of greater value to the students in the reassigned position. An involuntary transfer or reassignment shall be

made only after a meeting between the Teacher involved and the administrator at which

time the administrator will discuss his recommendations to the Superintendent and Board. The Teacher may request a meeting with the Superintendent if so desired.

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ARTICLE XIV
LIAISON COMMITTEE

A. The Association shall select a Liaison Committee consisting of two (2) members for each school building which shall meet with the administrator after school at least once a

month and more often if necessary to review and discuss local school problems and practices, not dealing with Board policy, past practice or contractual issues, and to make suggestions and recommendations in the revision or development of building policies.

Purpose of liaison committee is not to initiate grievance issues.

One Association member of the liaison committee will be obligated to inform the Association President of the issue(s) to be discussed at the next liaison meeting with his/her school administrator.

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ARTICLE XV

SICK LEAVE

NUMBER OF SICK DAYS

(1) Accumulative sick leave with pay will be allowed to regular full time employees.

Sick leave will consist of twelve (12) school days annually for all ten (10) month employees and fourteen (14) days annually for twelve (12) month employees. Part-time employees shall also be entitled to a prorated amount of accumulative sick leave which reflects their proportionate level of employment.

Sick leave exceeding five (5) or more consecutive days and frequent short periods of absence must be substantiated by a doctor's certificate or written statement explaining lack of certificate at the time of returning to work.

(2) Part-time employees shall be deemed to use sick leave during their employment at a prorated rate which reflects their current proportionate levels of employment.

(3) Employees must notify the administrator or his/her designee of their illness.

ACCUMULATIVE SICK LEAVE

All unused days of sick leave in any given year may be accumulated to be used for additional sick leave as needed in subsequent years. Prorated accumulative sick leave

shall be calculated in, or converted to, terms representing full-time days for purposes of

use by the part-time teaching staff member during his/her employment and at retirement. Upon retirement, a Teacher will be granted remuneration at a rate of:

\$20 per day for full time up to a maximum of 100 full-time days of unused sick days

\$35 per day for 101 to a maximum of 200 full-time days of unused sick days

\$40 per day above 200 full-time days of unused sick days

(Retirement Service as defined in the Teacher's Pension Plan).

Upon retirement, Instructional Aides and Secretaries will be granted remuneration at a rate of:

\$25 per day for full time up to a maximum of 100 full-time days of unused sick days.

SURVIVOR BENEFITS OF ACCUMULATIVE SICK LEAVE

Surviving spouse or unemancipated children of a Teacher who dies while under contract shall receive the benefits of this provision.

SICK DAY BANK

The Sick Day Bank is a program to offer assistance to Teachers in time of extended illness in the form of extension of their accrued personal sick days. It is not the purpose

of the Bank to provide for an illness of a brief nature. The Sick Day Bank is a cooperative program whose implementation and maintenance is dependent on Teacher support.

The bank will be built up by each Teacher contributing one (1) day per year to the Bank.

In the event the Bank has 700 days or more remaining September 1, of each year, no days will be added to the Bank until the number drops below 300 days. In a year when

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days are put into the Bank, each Teacher will receive eleven (11) sick days for personal use. At the end of the school year, any unused sick days remaining in the Bank will be carried over to the next year.

In the event that the Board and Association agree to dissolve the Bank for whatever reason, all days left in the Bank will be divided equally by the Teachers in the district. No Teacher will receive more days than he or she has contributed to the Bank.

The Board of Trustees reserves to itself, the right to have a second medical opinion of the patient making the claim for Bank use. The cost for such examination shall be paid for by the patient and the doctor used will be of the Bank's choice.

If a third opinion is necessary, a doctor mutually acceptable to F. L. E. A. and the member will be selected. The cost of this examination will be divided equally between F. L. E. A. and the member.

The Trustees of the Bank will be limited to granting up to thirty (30) school days at one time. A member may request additional sick leave by submitting a request and a doctor's certificate.

If in the judgment of the Trustees the Teacher qualifies, the Trustees shall submit the request to the Board of Education. If the Board of Education agrees with the Trustees, the Board will arrange payment to the Teacher. If the Board of Education rejects the request, the Board will notify the Trustees of the Bank.

The cost of the substitute or the estimated cost of a substitute shall be deducted from each additional sick day granted. A day's salary is defined as 1/200th of the Teacher's annual salary.

In the event that a Teacher uses all of his or her sick days and there are none available from the Sick Day Bank, then the Board of Education will have the sole power to decide, based on the merits of the case, whether or not any assistance in the form of extension of sick day benefits will be granted.

When an employee is on sick leave beyond his allotted number of days with pay, the deductions from his pay will be in the amount of 1/200th of his salary per day. The cost of the substitute shall be deducted from each additional sick day granted.

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ARTICLE XVI

TEMPORARY LEAVES OF ABSENCE

FAMILY LEAVE

TEACHERS AND SECRETARIES: In addition to sick leave, a maximum of two (2) days per year will be allowed in cases of illness to a spouse (husband, wife), registered domestic partner, child, step-child, parent, grandparent, grandchild or sibling. This is not accumulative. Teachers and Secretaries must notify administrators or his/her designee of their absence.

INSTRUCTIONAL AIDES: In addition to sick leave, a maximum of one (1) day per year will be allowed in cases of illness to a spouse (husband, wife), registered domestic partner, child, step-child, parent, grandparent, grandchild or sibling. This is not accumulative. Instructional Aides must notify administrators or his/her designee of their absence.

BEREAVEMENT LEAVE

In the case of death in the immediate family, defined as husband, wife, registered domestic partner, father, mother, step-father, step-mother, child, step-child, sister, brother, grandmother, grandfather, grandchild, father-in-law, mother-in-law, son-in-law and daughter-in-law, an employee may be granted not more than three (3) days of absence with full pay, these days shall not be deducted from the twelve (12) days allowable for an illness or accident. Employees must notify administrators or his/her designee of their absence.

In the case of a relative of the second degree, such as uncle, aunt, niece, nephew, cousin, leave of absence of one (1) day may be allowed, this shall not be deducted from the

(12) days allowed for illness or accident.

PERSONAL ABSENCE

All personal absences are granted for discharge of important personal matters; family business, legal or household matters, or other personal emergencies that cannot be handled during non-school hours.

All personal business days will not normally be granted on days immediately preceding or immediately following scheduled holidays or vacation except under emergency. Personal days also will not be granted at a time when the employee's absence may seriously hinder the overall operation of the school, e.g., opening day, closing day.

1. PERSONAL DAYS WITHOUT REASONS

Employees shall be granted up to three (3) non-cumulative personal days with pay.

Personal days in excess of three (3) for employees may be approved at the discretion of the Superintendent under extraordinary circumstances and upon reasonable notice.

a. Employees shall be granted three (3) personal days without reasons. Application shall be made at least seven (7) days before taking such personal leave (except in cases of extreme emergencies). Employees must also call in their absence to the Administrator's designee.

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b. In the case of an Emergency Personal Day, the employee will notify the administrator or his/her designee as soon as possible and fill out the required forms when the employee returns to work.

c. The three (3) allotted personal days utilized under this provision may not exceed an average of 1.7 per person per employee category (Teacher, Instructional Aide or Secretary). If the three (3) allotted personal days utilized under this provision exceed an average of 1.7 per person per category (Teacher, Instructional Aide or Secretary), the Board at their discretion may eliminate the part (a) above for the particular category of employee (Teacher, Instructional Aide or Secretary) that exceeded the 1.7 threshold average by notifying the Association of its intent to

do so. If for any category of employee (Teacher, Instructional Aide or Secretary), part (a) above is eliminated because they exceeded their threshold, then that specific category or categories of employee(s) (Teacher, Instructional Aide or Secretary) would have two personal days with a reason and one personal day without a reason for the remainder of this Agreement. The Administration will notify the Association quarterly of the average personal days taken by each group.

d. Once an employee is notified of non-renewal of contract, then all remaining personal days are forfeited.

e. If Personal Days are not all used by the end of June and none have been used in May or June, then the employee will be paid \$25.

2. PERSONAL DAYS WITH REASONS

If two (2) of the personal days of Teachers, Instructional Aides and/or Secretaries require stated reasons for an absence and approval by and through the administrator and superintendent, application shall be made at least seven (7) days before taking such personal leave (except in the case of extreme emergencies).

Among the reasons which can be considered for a day of personal absence with pay are:

- a. Moving day
 - b. Court appearance
 - c. Appearance at Internal Revenue Bureau
 - d. Entering and bringing home a child or step-child in college
 - e. Attending the graduation or the wedding of a member of the immediate family.
 - f. Attending one's own wedding
 - g. Attendance at a ceremony at which an Employee or a member of the immediate family (husband, wife or child, step-child) will be the recipient of some distinctive award or honorary degree or will be sworn into high public office.
 - h. Official Association business to be conducted by the Association President
 - i. Closing on property
 - j. The President of the Association will get an additional personal day to conduct Association business at the discretion of the Superintendent
 - k. Emergency Personal day
 - l. Other reasons to be specified.
- D. Part-time employees shall have benefits under A, B, and C prorated according to their full-time equivalent.

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

A. FOR SERVICE OR SCHOLARSHIP

A leave of absence without pay of up to two (2) years shall be granted to any tenured Teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange Teacher or overseas Teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

B. FOR FURTHER EDUCATION

A tenured Teacher shall be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university.

C. FOR MILITARY SERVICE

Military leave without pay shall be granted to any employee as per state and federal statutes.

D. CHILD CARE LEAVE

1. A tenured female Teacher shall be entitled to maternity leave. Said Teacher may request a maternity leave without pay and said leave shall be granted. The Teacher must notify the Superintendent of her intent to return for the following September to her position no later than twelve (12) months after the birth of the child or by April 1 after the birth of the child, whichever comes first. Said Teacher shall be reinstated to the first available position but no later than the start of the next succeeding school year.

2. Any tenured Teacher adopting a child shall receive similar leave which shall commence upon receiving de facto custody of said child or earlier if necessary to fulfill the requirements for the adoption. No Teacher on said leave shall be denied the opportunity to substitute in the Franklin Lakes School District in the area of certification or competence. The Teacher must notify the Superintendent of his/her intent to return for the following September to his/her position no later than twelve (12) months after the adoption of the child or April 1 after the adoption of the child, whichever comes first. Said Teacher shall be reinstated to the first available position but no later than the start of the next succeeding school year.

3. A tenured male Teacher shall be entitled to paternity leave. Said Teacher may request a paternity leave without pay and said leave shall be granted. The leave shall become effective on the birth of the child. The Teacher must notify the Superintendent of his intent to return for the following September to his position no later than twelve (12) months after the birth of the child or by April 1 after the birth of the child, whichever comes first. Said Teacher shall be reinstated to the first available position but no later than the start of the next succeeding school year.

E. RETURN FROM LEAVE

1. Upon return from leave granted pursuant to Section A, B, or C of this ARTICLE, a Teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure and, except as otherwise provided by law, shall not count toward the accrual of seniority.

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2. All benefits to which a Teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return, and shall be assigned a position for which he/she is certificated.

F. APPLYING FOR LEAVES

1. All extensions or renewals or leaves shall be applied for and granted in writing.

2. Teachers requesting leaves in this Article shall make application in writing to the

Board at least ninety (90) days prior to the anticipated effective date of the leave,

unless unusual circumstances warrant shorter notice.

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ARTICLE XVIII

PROFESSIONAL DEVELOPMENT

For Teachers with one or more years of experience in this district who are taking approved courses for advanced teaching credentials, the Board of Education will reimburse up to:

2006-2007 \$1,200

2007-2008 \$1,300

2008-2009 \$1,400

of the costs per year. This is not applicable to courses taken for certification or for

personal enrichment or development. Part-time teaching staff members shall receive the

benefits provided pursuant to this Article at prorated levels based upon their full-time

equivalent. Years of experience shall be computed on the same basis as seniority.

For Secretaries/Instructional Aides with one or more years of experience in this district

who are taking approved courses for professional development, the Board of Education

will reimburse up to:

2006-2007 \$400

2007-2008 \$450

2008-2009 \$500

of the costs per year. This is not applicable to courses taken for certification or for

personal enrichment or development.

Total tuition reimbursement will be capped at:

2006-2007 \$42,000

2007-2008 \$44,100

2008-2009 \$46,305

Those hired before July 1, 2006 would receive \$825 when they complete their course. Any additional funds would be received in June. Teachers hired after July 1, 2006, would receive their reimbursement in June.

Franklin Lakes BE and Franklin Lakes EA 2006.txt

1. Teachers hired prior to July 1, 2006, will receive \$825 when they complete their course. Any remaining funds from the pool will be prorated and received in June to meet the maximum allowable reimbursement for that year.
2. Teachers hired after July 1, 2006, will receive their reimbursement in June based on funds remaining in the pool up to the maximum allowable reimbursement for that year.

All courses will be subject to approval by the Superintendent of Schools who will decide on the eligibility of a course for reimbursement. In his determination of eligibility, the Superintendent will be guided by the relationship of the course to the employee's current field or advanced degree program.

In general, courses will be approved for reimbursement if they are judged by the Superintendent to be of value to the employee in his or her continuing role in Franklin Lakes Schools and if the course has educational merit for our schools.

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D. Claim for refund must be completed on a school voucher accompanied by verification of expenditure from the college or institution attended, as well as evidence of a grade "B" or better.

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ARTICLE XIX

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

CORPORAL PUNISHMENT OF PUPILS

No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his/her employment, use and apply such amounts of force as is reasonable and necessary:

- (1) to quell a disturbance, threatening physical injury to others;
 - (2) to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
 - (3) for the purpose of self-defense; and
 - (4) for the protection of persons or property;
- and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intent of this section. Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing corporal

punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

Indemnity of Officers and Employees Against Civil Actions

Whenever any civil action has been or shall be brought against any employee holding any office, position, or employment under the jurisdiction of the Board, including any student Teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and the Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

When absence arises out of or from such assault or injury, the employee shall not forfeit any sick leave or personal leave.

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their administrator.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved. If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, such employee may request the Board to furnish legal counsel to defend him/her in such proceedings according to State Statutes.

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- A.
- B.
- C.
- D.
- E.
- F.

ARTICLE XX

HEALTH BENEFITS PROGRAM

HEALTH BENEFITS PLAN

The Board of Education of Franklin Lakes agrees to pay 100% of the premium costs for all employees and dependents in the Horizon Blue Cross Blue Shield Direct Access health benefits plan in effect as of September 1, 2006. Any change in the level of benefits shall not be instituted without negotiations with the Franklin Lakes Education Association. Effective October 1, 2006 the attached Schedule C will replace the plan in effect on September 1, 2006.

The Board will provide to each employee a description of the health-care insurance coverage provided under this agreement. A summary of the plan is attached as Schedule

- C.
- #### ELECT TO REDUCE HEALTH BENEFITS PLAN

Annually, an employee may elect to reduce his/her health benefits from the Horizon Blue Cross Blue Shield Direct Access Health Benefits Plan that he/she would be entitled to by nature of his/her family status. In event of such election, an employee shall receive a monthly payment equal to 30% of the difference between:

1. The premium for the coverage the individual would be entitled to by nature of his/her current family status
AND

2. The premium for the reduced coverage selected by the individual.
In no event can the employee select less than employee only coverage.

The above specified payments shall be applied to the individual's Section 125 plan.

WAI VER OF COVERAGE

Any employee who has dependent coverage through his or her spouse's employer (other than the Franklin Lakes Board of Education) may waive all insurance coverage from the Board and shall receive 50% of the cost of the premium for that employee and eligible dependents. Payment shall be prorated bi-monthly and will be added to the employee's payroll check. The employee shall, however, not be entitled to payment until the effective date of the enrollment change. Employees who elect this option will have the right to reenroll for another coverage, should their family circumstances change.

SECTION 125 PLAN

The Board shall establish a plan pursuant to Section 125 of the Internal Revenue code (26 U. S. C. 125) for payment by the employee of the medical insurance premium cost and any other qualifying costs in the minimum amount permitted by law. However, the Board's obligation to establish and/or continue said plan is expressly conditioned on the continuation of the benefits set forth in Paragraphs C and/or D of this Article. If Paragraphs C. and/or D. are deemed unenforceable by a court of competent jurisdiction, or they are eliminated by negotiations or otherwise by the parties to this agreement, then the Board's obligation to continue and/or maintain the Section 125 Plan shall cease. The Board will extend the period of enrollment for plans pursuant to Section 125.

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- A.
- B.
- C.
- D.
- E.

F. HEALTH BENEFITS DURING RETIREMENT

Teachers who retire with their final four (4) years of service with the Franklin Lakes Board of Education and after twenty five (25) years of service in the State, shall be

permitted to participate in the Dental and Prescription Drug Insurance Plans offered to active Teachers (if such plan is available). The cost of this insurance shall be paid entirely by the retired Teacher.

G. DENTAL

The Board of Education agrees to pay 100% of the premium costs to all full time employees and dependents for the program provided by the New Jersey Dental Service Plan Program #2 Delta Dental with Orthodontist Benefits.

H. PRESCRIPTION PLAN

The Board of Education will provide a Prescription Plan to all employees and dependents.

The Prescription Plan provided herein shall require a co-payment schedule as follows:

Mail-in prescription drugs: Ten Dollars (\$10.00) for brand, Five Dollars (\$5.00) for generic; Retail drugs: Eight Dollars (\$8.00) for generic drugs; and Eighteen Dollars (\$18.00) for brand name drugs. There shall be no maximum annual benefit level per employee.

All drugs, under this plan to be eligible for reimbursement, must be prescribed by a physician.

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ARTICLE XXI

DEDUCTION FROM SALARY

A. DEDUCTION OF ASSOCIATION DUES

1. The Board agrees to deduct from the salaries of its employees dues for the Franklin Lakes Education Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, and/or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Board's Business Administrator who shall disburse such monies to the appropriate association or associations. Employee authorization shall be in writing in the form set forth below:

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name

Soc. Sec. No.

School Building

District

To: Disbursing Officer Franklin Lakes Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership

dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing Board and all of its officers from any liability therefor.

I designate the Franklin Lakes Education Association to receive dues and distribute according to the organization(s) indicated:

Franklin Lakes Education Association
Bergen County Education Association
New Jersey Education Association
National Education Association

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.
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4. The filing of notice of an employee's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

B. DEDUCTION OF COUNTY, STATE AND NATIONAL ASSOCIATION DUES

The Board agrees to deduct from employees' salaries money for Local, State and/or National association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

C. DEDUCTION FOR TAX-SHELTERED ANNUITIES

Upon request the Board agrees to deduct from employees' salaries: the premiums for Washington National Insurance; amounts designated by employees for United Fund; amounts designated by employees for Paragon Federal Credit Union; amounts designated for purchase of tax-sheltered annuity contracts with an agent approved by the Board pursuant to Policy #4142.1, and agrees to forward the withheld funds on the date each employee's check is issued.

D. AGENCY SHOP

1. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a reasonable representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services

rendered by the Association as majority representative.

2. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

3. Deduction and Transmission of Fee

a. Notification

On or about September 15th of each year, the Board will submit to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

b. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section 3-a the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

c. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this

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Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

e. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

f. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

4. Indemnification and Save Harmless Provision

The Franklin Lakes Education Association understands and agrees to fully indemnify and hold harmless the Franklin Lakes Board of Education and its agents and other employees from any and all liability that might arise out of and as a result of any action or conduct of the Franklin Lakes Board of Education - direct or indirect, by omission or commission - taken to implement or effectuate

Franklin Lakes BE and Franklin Lakes EA 2006.txt
the within agency agreement with the Franklin Lakes Education Association.

Said indemnity shall include but not be limited to reasonable counsel fees and costs of suits, penalties, interest, direct and indirect expenditures and other miscellaneous disbursements.

E. INDEMNIFICATION

The employees who authorize the Board to make deductions from their salary in accordance with sections A, B, and C of this Article, agree to fully indemnify and hold harmless the Franklin Lakes Board of Education and its agents and other employees from any and all liability that may arise out of and as a result of any action or conduct of the Franklin Lakes Board of Education -direct or indirect, by omission or commission, taken to implement or effectuate sections A, B, and C of this Article.

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ARTICLE XXII
MISCELLANEOUS PROVISIONS

A. This agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and gives them full force and effect as Board policy.

B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to State and Federal Statutes, Laws and Regulations, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D The Board and the Association agree that there shall be no discrimination, in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement in accordance with state and federal laws.

E. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed, hereafter employed, or considered for employment by the Board.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing at the following addresses:

1. If by Association, to the Board of Education, 490 Pulis Avenue,

Franklin Lakes, New Jersey, 07417.
2. If by Board, to the Association President.
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ARTICLE XXIII

PROFESSIONAL DEVELOPMENT LEAVE

A. ELIGIBILITY

Professional Development Leave may be granted after eight (8) years of service in the Franklin Lakes School District with a record of sustained high level performance. Part-time teaching staff members shall be entitled to the benefits provided pursuant to this Article at prorated levels based upon full-time equivalent. Years of service shall be computed on the same basis as seniority in the school district.

B. DURATION AND PAY

1. A Teacher on leave, either for one-half (1/2) of a school year or for a full school year, shall be paid by the Board at one-half (1/2) salary for one (1) year and at full salary for one-half (1/2) school year.
2. Regular deductions for the State Retirement Fund, as provided for by law, shall be taken from compensation during leave.

C. NUMBER OF STAFF ELIGIBLE

Not more than one Teacher of the staff will be granted leave in any one year.

D. GENERAL CONDITIONS

1. Teachers granted leave agree not to engage in any full-time employment for remuneration during the period of leave.
2. Teachers on leave may accept fellowships or become engaged in temporary or part-time professional employment to supplement their leave pay.
3. As a condition for granting leaves, the Teachers shall enter into a contract to continue in the service of the Franklin Lakes Board of Education for a period of at least two (2) years upon completion of leave.
4. A Teacher will be required to repay to the Board of Education a sum bearing the same ratio to the amount of salary received while on absence that the unfulfilled portion of the subsequent years service bears to the full year of two (2) years in case of resignation or failure to continue in service for the agreed upon period following leave.
5. A Teacher may return to a position upon return from leave.
6. The time a Teacher is away on leave shall be included in determining salary adjustments and experience levels.
7. Official college transcripts will be forwarded to the Superintendent showing full-time college or university enrollment when leaves are granted for study purpose for the period of the leave.
8. Reports should be planned for submission in consultation with the Superintendent and will be required when leaves are granted for research purposes.

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E. FILING APPLICATION

1. Applications for leave shall be filed with the Superintendent on or before November 1 of the year preceding the period of the leave when it commences.
2. The application shall state the purpose of the leave.
3. The Board shall take action on applications for leave as early as possible, but not later than March 1 prior to the beginning date of the leave and in passing on

Franklin Lakes BE and Franklin Lakes EA 2006.txt

applications for leave will apply the following criteria:

- a. Years of service in Franklin Lakes Schools prior to the date of leave.
- b. The type of leave requested.
- c. The educational value of the leave to the Franklin Lakes Schools.
- d. The relationship of such leave to the professional growth of the applicant.
- e. If more than one (1) application is received, the Board in its sole discretion shall determine which of the applicants shall be granted leave.
- f. Each application will be judged on its merits. If only one (1) application is submitted, it will not automatically qualify. The Board reserves the right to reject any or all applications if it is not satisfied that even one of them sufficiently satisfies the criteria for acceptance.

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ARTICLE XXIV
DURATION OF AGREEMENT

- A. The term of the contract is for July 1, 2006 to June 30, 2009.
- B. In Witness whereof the parties hereto have caused this agreement to be signed by their respective Presidents attested by their respective Secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

FRANKLIN LAKES
BOARD OF EDUCATION

By:
President

By:
Secretary

FRANKLIN LAKES
EDUCATION ASSOCIATION

By:
President

By:
Secretary

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SCHEDULE A-1
FRANKLIN LAKES TEACHER SALARY GUIDE: 2006-07

Step BA MA MA+30

1-2	43,120	45,165	47,210
3	44,140	46,190	48,235
4	45,165	47,725	49,770
5	46,190	49,260	51,305
6	47,210	50,280	53,350
7	48,235	51,815	55,395
8	49,770	53,350	57,445
9	51,305	55,395	60,510
10	52,840	57,445	64,095
11	54,375	60,000	67,165
12	56,930	62,560	70,230
13	58,465	65,630	73,815

Franklin Lakes BE and Franklin Lakes EA 2006.txt

14 61,278 69,207 77,392
15 64,091 72,788 81,485
16 65,626 74,604 83,531
17 67,416 76,650 85,833
18 69,207 78,697 88,135

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FRANKLIN LAKES TEACHER SALARY GUIDE: 2007-08

Step BA MA MA+30

1 44,280 46,370 48,450
2-3 45,330 47,410 49,500
4 46,380 48,975 51,070
5 47,425 50,545 52,640
6 48,470 51,590 54,735
7 49,515 53,165 56,824
8 51,080 54,735 58,920
9 52,650 56,825 62,060
10 54,220 58,920 65,725
11 55,790 61,535 68,865
12 58,395 64,155 72,005
13 59,965 67,295 75,670
14 62,845 70,955 79,330
15 65,725 74,620 83,520
16 67,295 76,480 85,610
17 69,125 78,570 87,965
18 70,955 80,665 90,320

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FRANKLIN LAKES TEACHER SALARY GUIDE: 2008-09

Step BA MA MA+30

1 45,435 47,565 49,705
2 46,505 48,635 50,775
3-4 47,575 50,239 52,380
5 48,650 51,845 53,985
6 49,720 52,915 56,125
7 50,790 54,520 58,266
8 52,395 56,125 60,406
9 54,000 58,266 63,617
10 55,605 60,406 67,363
11 57,210 63,082 70,573
12 59,885 65,757 73,784
13 61,490 68,968 77,529
14 64,430 72,714 81,275
15 67,370 76,459 85,556
16 68,975 78,359 87,696
17 70,845 80,499 90,104
18 72,715 82,640 92,515

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SCHEDULE A-2

FRANKLIN LAKES TEACHER SALARY GUIDE

ADVANCEMENT CHART

Read Directly Across a Horizontal Line to Track Advancement

2005-06 2006-07 2007-08 2008-09
 Step No. Step No. Step No. Step No.

1			
1	----->	2	
1	----->	1-2	-----> 2-3 -----> 3-4
2	----->	3	-----> 4 -----> 5
3	----->	4	-----> 5 -----> 6
4	----->	5	-----> 6 -----> 7
5	----->	6	-----> 7 -----> 8
6	----->	7	-----> 8 -----> 9
7	----->	8	-----> 9 -----> 10
8	----->	9	-----> 10 -----> 11
9	----->	10	-----> 11 -----> 12
10	----->	11	-----> 12 -----> 13
11	----->	12	-----> 13 -----> 14
12	----->	13	-----> 14 -----> 15
13	----->	14	-----> 15 -----> 16
14	----->	15	-----> 16 -----> 17
15	----->	16	-----> 17 -----> 18
A	----->	17	-----> 18 -----> 18
B	----->	18	-----> 18 -----> 18
C	----->	18	-----> 18 -----> 18

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SCHEDULE A-3
 INSTRUCTIONAL AIDE SALARY GUIDES

2006-2007	2007-2008	2008-2009
Without BA or BS		
Degree	18,735	19,607 20,518
With BA or BS		
Degree	19,426	20,329 21,275
Off-Guide Group	19,940	
	20,576	
	20,867	
	21,533	
	21,838	
	22,534	
	20,685	21,647 22,654
	20,713	21,677 22,685
	21,448	22,445 23,489
	22,786	23,846 24,955
	23,518	24,612 25,756
	24,561	25,703 26,899
LPN/Nurses Aide	30,558	31,979 33,466

Instructional Aides who are required to work an eleventh month shall receive a prorated per diem salary or the salary set by the Northwest Bergen Council for Special Education for Region I, whichever is higher. The per diem salary is defined as 1/200 of their annual salary.

SCHEDULE A-4

Franklin Lakes BE and Franklin Lakes EA 2006.txt

SECRETARIAL SALARY GUIDES
 2006-2007 2007-2008 2008-2009
 SSS 39,807 41,658 43,595

12 Month 31,402* 32,863 34,391
 29,093 30,446 31,861
 33,405 34,959 36,584
 33,777 35,347 36,991
 36,374 38,066 39,836
 40,981 42,887 44,881

10 Month 23,395 24,482 25,621
 26,058 27,270 28,538

The base salaries have been increased by 4.65% in each of three years
 *Special Adjustment in first year of contract

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SCHEDULE B-1

STIPENDS

2006-2007

Category 1	Category 2	Category 3	Category 4	Per event	Category
Coordinator of Athletics	Cheerleading	Show Choir (3)	Detention Monitor (Elem) (3)	Clock Operator	
\$3,000	(\$4,775)	\$1,850	\$1,200	each \$410	each \$35.66
Baseball/Softball	Volleyball	Peer Leadership	Advisors (3)	Teen Arts	Crowd Control
\$2,100	(\$2,600)	\$1,200	\$890	each \$590	\$41.61
Basketball Team Coordinator (3)	Drama Production (Elem) (3)	Musicians Ensemble Clubs			
	\$2,500	(\$2,850)	\$1,800	each \$890	each \$590
Soccer Yearbook (2)	Supply Teacher (4)	GT Art (3)	Lunch Duty		
\$2,100	(\$2,600)	\$1,200	each \$890	each \$750	each \$15
Website Master	Peer Leadership Coordinator	Track and Field (3)	Head Teacher (4)	Frost Valley (10)	
\$2,110	\$1,200	\$800	each \$590	each \$500	each
Web Design Team (4-8)	Conflict Mediation Advisors	Head Aide	Autistic Class (3)	Graduation Mentor	
	\$1,200	each \$500/trip	\$300/job	\$200	each \$300
Drama Production (FAMS)	Eighth Grade Play(2)	8th Grade Trip			
	\$2,000	\$650	each \$600		
Environmental Center (3)	8th Grade Trip Coordinator				
	\$590	each \$1500			
Curriculum Work	First 25 hours - \$750/member,	\$1000/chairperson			
Additional time over 25 hours -	\$35/hour	member;	\$45/hour		
chairperson	FAMS Detention Advisor				
Summer Teacher Training - \$150 per day	\$15/session				

(Amounts in parentheses are for those continuing in the position they

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held during the 2005-2006 school year and were being paid from
Schedule B.)

Computer Room Coverage
\$25/session
Workshop Category Differential
Computer \$50/hour Summer Guidance
2.5% of salary for 5
days
Frost Valley
Coordinator
2.5% of salary for 5
days
Curriculum
Technology
\$7,496 4MAT \$1000/year
\$400/day

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SCHEDULE B-2

STIPENDS

2007-2008

Category 1 Category 2 Category 3 Category 4 Per event Category

Coordinator of

Athletics Cheerleading Show Choir (3) Detention Monitor

(Elem) (3) Clock Operator

\$3,000 (\$4,775) \$1,850 \$1,200 each \$410 each \$35.66

Baseball/Softball Volleyball Peer Leadership Advisors (3) Teen Arts Crowd Control

\$2,100 (\$2,600) \$1,200 \$890 each \$590 \$41.61

Basketball Team Coordinator

(3)

Drama Production

(Elem) (3) Musicians Ensemble Clubs

\$2,500 (\$2,850) \$1,800 each \$890 each \$590 \$32.41

Soccer Yearbook (2) Supply Teacher (4) GT Art (3) Lunch Duty

\$2,100 (\$2,600) \$1,200 each \$890 each \$750 each \$15

Website Master Peer Leadership Coordinator Track and Field (3) Head Teacher (4) Frost
Valley (10)

\$2,110 \$1,200 \$800 each \$590 each \$500 each

Web Design Team

(4-8)

Conflict Mediation

Advisors

Head Aide Autistic

Class (3) Graduation Mentor

\$1,200 each \$500/trip \$300/job \$200 each \$300

Drama Production

(FAMS)

Eighth Grade Play(2) 8th Grade Trip

\$2,000 \$650 each \$600

Environmental

Center (3)

8th Grade Trip

Coordinator

\$590 each \$1500

Curriculum Work First 25 hours - \$750/member, \$1000/chairperson

Additional time over 25 hours -\$35/hour member; \$45/hour

chairperson

FAMS Detention

Advisor

Summer Teacher Training - \$150 per day \$15/session

(Amounts in parentheses are for those continuing in the position they

Franklin Lakes BE and Franklin Lakes EA 2006.txt
 held during the 2005/2006 school year and were being paid from
 Schedule B.)
 Computer Room Coverage
 \$25/session
 Workshop Category
 Differential
 Computer \$50/hour Summer Guidance
 2.5% of salary for 5
 days
 Frost Valley
 Coordinator
 2.5% of salary for 5
 days
 Curriculum
 Technology
 \$7,496 4MAT \$1000/year
 \$400/day

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SCHEDULE B-3

STIPENDS

2008-2009

Category 1 Category 2 Category 3 Category 4 Per event Category

Coordinator of

Athletics Cheerleading Show Choir (3) Detention Monitor

(Elem) (3) Clock Operator

\$3,150 (\$5,014) \$1,943 \$1,260 each \$431 each \$37.44

Baseball/Softball Volleyball Peer Leadership Advisors (3) Teen Arts Crowd Control

\$2,205 (\$2,730) \$1,260 \$934 each \$620 \$43.69

Basketball Team Coordinator

(3)

Drama Club (Elem)

(3) Musicians Ensemble Clubs

\$2,625 (\$2,992) \$1,890 \$934 each \$620 \$34.00

Soccer Yearbook (2) Supply Teacher (4) GT Art (3) Lunch Duty

\$2,205 (\$2,730) \$1,260 each \$934 each \$788 each \$15.75

Website Master Peer Leadership Coordinator Track and Field (3) Head Teacher (4) Frost
 Valley (10)

\$2,216 \$1,260 \$840 each \$620 \$525 each

Web Design Team

(4-8)

Conflict Mediation

Advisors

Head Aide Autistic

Class (3) Graduation Mentor

\$1,260 each \$525/trip \$315/job \$210 each \$315

Drama Production

(FAMS)

Eighth Grade Play(2) 8th Grade Trip

\$2,100 \$683 each \$630

Environmental

Center (3)

8th Grade Trip

Coordinator

\$620 each \$1575

Curriculum Work First 25 hours - \$787/member, \$1050/chairperson

Additional time over 25 hours - \$36.75/hour member, \$47.25/hour

chairperson

FAMS Detention

Advisor

\$15/session

Franklin Lakes BE and Franklin Lakes EA 2006.txt

Summer Teacher Training - \$157.50 per day Computer Room Coverage (Amounts in parentheses are for those continuing in the position they held during the 2005-2006 school year and were being paid from Schedule B.) \$26.25/session

Workshop Category

Differentiated

Computer

\$52.50/hour Summer Guidance

2.5% of salary for 5 days

Frost Valley

Coordinator

2.5% of salary for 5 days

Curriculum

Technology

\$7,871 4MAT \$1050/year

\$420/day

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SCHEDULE C HEALTH BENEFITS

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SCHEDULE D MIDDLE SCHOOL SIDEBAR AGREEMENT

WHEREAS, the Board of Education of the Township of Franklin Lakes (hereinafter referred to as the Board) and the Franklin Lakes Education Association (hereinafter referred to as the Association) are parties to a collective negotiations agreement for the 2003-2006 school years; and

WHEREAS, the Board desires to have greater flexibility in the scheduling of administrative periods for teachers employed at the Franklin Lakes Middle School (hereinafter referred to as the middle school); and

WHEREAS, the Association has indicated that it will agree to changes to the collective negotiations agreement to provide the Board with such flexibility provided an adjustment is made to the compensation for teachers who are mandated to teach more than twenty-five (25) periods per week or more than five (5) periods per day; and

WHEREAS, the parties are thus seeking to amend the collective negotiations agreement to (a)

set forth the ability of the Board to assign teachers to work more than twenty-five (25) periods per

week or more than five (5) periods per day and to set the rate of compensation for the same; (b)

reduce the amount of time teachers must remain at the middle school after the close

of the school

day from fifteen (15) to ten (10) minutes; and (c) shorten the duty-free lunch period for teachers and instructional aides employed at the middle school from forty-five (45) to forty-four (44) minutes;

NOW THEREFORE, based upon the foregoing premises and mutual promises and covenants contained herein the parties agree as follows:

1. The parties agree to amend the contract language as follows:

a. Article VIII (F) shall be amended to add the following language:

When middle school teachers are mandated to teach more than twenty-five (25) periods per week or more than five (5) periods per day they will be compensated at the rate of their base salary divided by 1,000 multiplied by the number of extra periods taught per year. This salary compensation shall not be less than the current agreed-upon additional period amount of \$7,700 in 2004/05 or \$7,800 in 2005/06. For those teachers that are not mandated to teach more than five (5) class per day or twenty-five (25) classes per week, they may volunteer for additional periods at the original agreement contractual rate.

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b. Article VI (A)(3) shall be revised to read as follows:

3. Teachers shall be required to report for duty in their classrooms or other area designated by the principal at least ten (10) minutes before the opening of the pupil's school day (03/04) and at least 5 minutes (04/05 and 05/06) and not leave sooner than fifteen (15) minutes after the close of the school day (ten (10) minutes for middle school staff). * The Board encourages teachers to extend their work day beyond the student day whenever this would benefit their students or further their own professional development. *These fifteen (15) minutes (ten (10) for middle school staff) shall be Teacher Professional time.

c. The first sentence of Article VI (A)(2) shall be amended to read "The total in school teacher day will not exceed seven hours including a duty free lunch period of a minimum of 45 minutes (44 minutes for middle school teachers)."

d. The second sentence of Article VI (C)(2) shall be amended to read "Instructional aides shall have a daily duty free lunch period of forty-five (45) minutes (fortyfour (44) minutes for middle school instructional aides)."

e. The types of duties that may be assigned to middle school teachers pursuant to Article VIII (F), and limitations on the same, shall be as follows:

1. Collaborative Planning 1 day/week per collaborative class
2. Parent conference/communication
3. Staff development
4. Pre/Post observation conference
5. IEP Meetings
6. Review/reading student IEP/504
7. Mentoring of teachers
8. Team leader coordination meeting
9. Peer observations
10. PLEP writing
11. Student assistance 1 no more than three of the five administrative periods per week may be used for student assistance

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12. Curriculum work 1 Feedback, collaboration and input for the curriculum committee may be done during this period

13. Class coverage 1 shall not exceed more than ten (10) total per year, nor more than two (2) per month. Any coverage exceeding ten (10) per year or two (2) per month shall be compensated at the agreed-upon rate as outlined in Article VI (A)(4)(b).

14. Administrative Meetings 1 shall not exceed more than ten (10) per year No administrative period shall be used for bus duty, lunch duty or a team planning

period, but the administrative period may be exchanged for a preparation period in the case of an extreme emergency. In no case shall said exchange exceed ten (10) per year

as outlined in #13 above.

2. The application of this Sidebar Agreement is limited to the 2004-2005 and 2005-2006 school years.

3. The Association agrees that this Sidebar Agreement shall have no precedential value

and shall not be introduced as evidence for the purpose of establishing a past practice

in any grievance, arbitration or other litigation by any other party to this Sidebar Agreement.

4. All the terms and conditions of the parties' collective negotiations agreement for the

2003-2004 through 2005-2006 school years shall remain in full force and effect.

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