

AGREEMENT

Between

Frankford Township Board of Education

And

Frankford Township Education Association

July 1, 2005 through June 30, 2008

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In compliance with Chapter 303, laws of 1968, an amended Chapter 123 of 1974 the State of New Jersey, the Frankford Board of Education and the Frankford Township Education Association enter into this written agreement.

ARTICLE I

RECOGNITION

- A. The Frankford Township Board of Education hereby recognizes the Frankford Township Education Association for purposes of negotiations as the representative of full-time and regular part-time teachers, para-professionals, and secretaries. The positions of superintendent, principal, vice-principal, board secretary/business administrator, confidential board secretaries (executive secretary to the superintendent, assistant board secretary, administrative assistant,), drivers and custodians are specifically excluded from coverage of this Agreement.

- B. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association. When the term "employees," is used throughout this Agreement, it shall refer to all individuals represented by the Association.

ARTICLE II

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may arise from violations of articles or sections of this Agreement. It is agreed that these proceedings will be kept formal and confidential as may be appropriate to any level of the procedure.

Nothing in this article shall be interpreted as limiting the right of any employee having a grievance to discuss the matter informally with any member of the administration. However, any formal adjustment of a written grievance shall be conducted with the full knowledge of the Frankford Township Education Association, if the aggrieved person so desires.

B. Definitions

1. A "grievance" shall be construed to be the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of 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 to claim.

C. Procedures

1. Since it is desirable to all parties that grievances be processed as rapidly as possible, the number of days indicated should be considered as a maximum and every effort made to expedite the process. The time limits specified may, however, be changed by mutual agreement.

1. Level One

- a. Any employee who has a grievance shall discuss it first with the Superintendent in an attempt to resolve the matter informally at that level.
- b. If the aggrieved is not satisfied with the disposition of the grievance at level one
 1. he/she shall file his/her grievance in writing with the Superintendent. The response to the written grievance shall be in writing and be given no later than five (5) school days after receiving the grievance.

2. Level Two

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, he may appeal his grievance, in writing, within ten (10) school days, to the Board of Education specifying his reasons for his complaints. Within fifteen (15) school days of the receipt of the appeal of the grievance, the Board of Education will conduct a hearing to provide the aggrieved an opportunity to present his grievance. Within ten (10) school days after the hearing, the Board shall render a decision and notify the aggrieved person(s) in writing. Copies of this decision will be forwarded to the President of the Association, all relevant parties, and the Superintendent of Schools.

3. Level Three

If a grievance is not resolved to the employee's satisfaction within thirty (30) school days, it may be submitted for binding arbitration to a third party. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the American Arbitration Association. Both the Board and the Association are bound by the arbitrator's recommendations in settlement of a grievance. Any costs involved for the arbitrator shall be borne equally by both the Association and the Board of Education.

4. Miscellaneous

- a. If the Frankford Township Education Association decides that a grievance affects a group or class of employees, it may submit such grievance in writing to the Superintendent directly.

- b. All decisions rendered beyond Level Two which are unsatisfactory to the aggrieved party, shall be presented in writing setting forth the decisions and reasons for these decisions. These written decisions shall be transmitted promptly to all parties in interest as well as the president of the Association.
- c. All documents, communications, records and other data pertinent to the processing of a grievance shall be kept in a file other than the personnel file of the participants involved in the procedure.
- d. All forms for the filing of grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and made available to any person or persons wishing to make use of the grievance machinery.
- e. In order to prevent the aggrieved person from resolving the grievance by the nature of his actions, administrative directions and the Board Policy shall continue in practice until such time as the grievance is formally resolved.
- f. There shall be no reprisals of any kind against any party in interest, member of the Association, or any participant in the grievance procedure, because of involvement in the grievance presented to the administrator or Board of Education.
- g. The aggrieved may be represented by someone of his own choosing at any step of the grievance procedure providing he has given prior notice of his intent to the Board of Education.

ARTICLE III**EMPLOYEE RIGHTS**

- A. The teacher has the right and responsibility to determine grades within the grading system of the Frankford Township School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. Any teacher, whose decision on a student's grade, promotion, or retention is changed by the administration, shall be notified, in writing, within one (1) working day.
- B. No employee shall be disciplined without just cause. Whenever an employee is required to appear before any supervisor for disciplinary action, he/she shall have the right to written notification of the reason for said meeting and shall have the right to have a representative of the Association present.

ARTICLE IV**ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Representatives of the Association, Sussex County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations, and subject to the approval of the Superintendent.
- B. Any representative of the Association or any employee, who participates during working hours in negotiations, grievance proceedings, conferences, or meetings initiated by the Board of Education or its representatives, shall suffer no loss in pay.
- C. The Association may use school facilities and equipment at reasonable times within the school building, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Association shall have in the school building the use of a bulletin board in the faculty lounge. The Association may use the board in the Central Office for posting notices.
- E. The President of the Association shall not be assigned to any permanent homeroom or any AM or Pm non-teaching hall and bus duties, but may be called upon in an emergency situation.

ARTICLE V

EMPLOYEE WORK YEAR

- A. The school year shall be designated by the Board of Education. The Association shall be consulted prior to the Board's formal adoption of the calendar and any revisions of the adopted calendar. After adoption of the calendar, a copy will be distributed to each employee.
- A1. The Wednesday, prior to the Fall Thanksgiving break will be a $\frac{1}{2}$ day for all staff.
- B. All employees in the unit will not be required to work on any snow day.
- C. Teachers will work 184 days; 181 days. Two of the three teacher inservice days will directly apply to continuing education units. The agenda for these days shall be planned by a joint committee of the administration and the professional staff.
- D. Para-professionals will work 181 days, whenever students are present.
- E. Paraprofessionals shall be notified of their contract and salary status for the ensuing year no later than May 15th.

ARTICLE VI

EMPLOYEE WORK LOAD

Section 1 - Full Time Teachers

- A. 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 check mark in the appropriate column of a faculty "sign-in" roster.
- B. Teachers' work day shall extend no longer than six hours and fifty-two minutes (6:52) except on those days when professional and/or faculty meetings are called or at the discretion of the Superintendent, as the need or occasion arises.
- C. A preparation period shall be scheduled for each teacher each day.
- D. A desirable weekly teaching load shall be determined by the Superintendent after consultation with the Association.
- E. Teachers' lunch will be 35 minutes, except in emergency situations as determined by the Superintendent.
- F. Meetings: Faculty and/or staff meetings shall normally be conducted once each month for a period of approximately forty-five (45) minutes. However, additional meetings may be scheduled at the discretion of the Superintendent as the need or occasion arises.
- G. On days scheduled for parent conferences, teachers shall be released from teaching duties after 4 hours and 15 minutes. There will be 3 evening conferences in the fall and 2 evening and 1 afternoon conference in the spring.
- H. Each full time certified staff member will be required to provide eight (8) half-hour tutorial days scheduled at the teachers discretion before or after school

specifically for tutorial or other instructional purposes. The administration will be responsible for student supervision after the half-hour session.

Section 2 - Part-time Teachers

- A. All part time teacher shall be paid 1/7 of their proper step on the salary guide for each period they teach each day school is in session.
- B. Any teacher who teachers 5 or more periods per day when school is in session shall be full time.
- C. All part time teachers shall have their teaching periods scheduled consecutively with no more than one (1) period break in their schedule.
- D. All part time teachers required, in writing, to attend any after hour meetings or activities beyond their duties shall be paid for those activities on a pro-rata basis.

Section 3 - Paraprofessionals

- A. The paraprofessionals work day shall extend no longer than six hours and fifty-two minutes (6:52) except on those days when professional and/or faculty meetings are called or at the discretion of the Superintendent, as the need or occasion arises.
- B. Paraprofessionals will be entitled to a thirty-five minute duty free lunch every day.
- C. Paraprofessionals will be permitted two unscheduled 10-minute breaks upon request during the day.

Section 4 - Secretaries

- A1. Ten (10) month secretaries shall work from September 1 through June 30th of each year and enjoy the same days off as the teaching staff.
- A2. Twelve (12) month secretaries shall work the same days as the ten (10) month secretaries between September 1st and June 30th and shall also work the months of July and August. These secretaries shall continue to enjoy the existing vacation

policy. The timing of said vacation is subject to the approval of the superintendent and may be considered at times other than the summer months upon request.

- B. All secretaries shall work from 8:00 a.m. to 4:00 p.m. daily except until 3:30 p.m. on Friday. Secretaries shall also enjoy summer hours whenever teachers are gone for vacation. Hours shall be from 8:30 a.m. to 3:00 p.m. During the month of July, Friday hours will be 8:30 a.m. to 1:00 p.m. (without lunch)
- C. Secretaries shall enjoy a forty (40) minute lunch every day as long as phone coverage is provided.
- D. Twelve (12) month secretaries shall enjoy twelve (12) holidays per year as listed in Board of Education policy.
- E. Secretaries will be permitted two (2) unscheduled 10-minute breaks upon request during the day.

ARTICLE VII

VOLUNTEERS

Nothing in this agreement shall be interpreted as limiting the right of employees from freely volunteering their services for activities or programs that are beneficial for students just so long as the activities are not part of this agreement and their agreement is not violated.

ARTICLE VIII**SPECIALISTS**

The Association may bring to the attention of the Superintendent the desirability of additional specialists. After consultation with the Association, the Superintendent may make recommendation to the Board of Education.

ARTICLE IX

EMPLOYMENT AND CERTIFICATION

- A.
 - 1. Each employee shall be placed on his proper step of the salary schedule as determined by the Board of Education.
 - 2. Any certificated employee who is rehired within three (3) years of leaving voluntarily will be granted full credit on the salary guide for their time in Frankford. Any certificated employee who is rehired after the three (3) year period will receive no credit on the guide for their years at Frankford.
- B. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30.
- C. All positions available at Frankford Township Consolidated School shall be publicized by the Superintendent. In filling such vacancies, consideration shall be given to qualified employees already employed by the District.
 - 1. The Board will agree to accept responsibility to email, post in Faculty Rooms, forward copy to one designated association representative and to do a summer mailing as appropriate.

ARTICLE X

SALARIES

- A.
 - 1. The salaries of all Association members are set forth in Schedule "A" attached hereto and made a part hereof, but subject to the other terms and provisions of this Agreement.
 - 2. Payment for extra curricular activities are set forth in Schedule "B."
 - 3. Payment for extra stipends are set forth in Schedule "C."
- B.
 - 1. All employees shall be paid on a semi-monthly basis in equal payments on the 16th and the last day of the month except in cases where the employee agrees to a 10% deduction of annual salary held and payable in the months of July and August, deduction shall be deducted during the ten (10) month school year.
 - 2. Employees may individually elect to have a percentage of the monthly salary deducted from their pay and placed in an interest-bearing account by the Board Secretary.
 - 3. Except in cases of emergency, when a payday falls on or during a holiday, vacation or weekend, employees may receive their paychecks on the last previous working day.
 - 4. Employees may receive their final checks on the last working day in June or upon the completion of duties related to the end of the school year.
- C. One increment shall be allowed for each year of military service up to a maximum of four (4) years.
- D. To qualify for a Master's degree, the graduate courses beyond the Bachelor's degree must be pursued under a prior approved college program. Credit for graduate courses related to the BA+10, BA+20, MA+10, MA+20, MA+30 and MA+60 salary guides need not necessarily be limited to an approved college program leading to the next higher degree. Such courses, however, shall be related to the

teacher's area of work or for the general improvement of the quality of education in the school.

All graduate courses must have the prior approval of the Superintendent and the Board of Education.

Evaluation of and approval of courses will be considered by the Board in September and the teacher will notify the Board of any anticipated changes in salary the prior January. Any salary changes will be effective in September following successful completion of the courses by the teacher.

E. The Board, in accordance with Title 18A:29-14, reserves the right to withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board, within ten (10) days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the Commissioner under rules prescribed by him. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.

F1. The Board may approve courses for the purpose of providing for Staff Development in-service programs. This would allow for movement on the salary guide of one graduate credit upon successful completion of 20 hours of approved inservice instruction. Participation by staff members in such courses shall be voluntary and shall have prior approval of the Superintendent.

Other workshops and training experiences may be considered by the Superintendent for inservice credit. It shall be the employee's responsibility to record all such experiences with the Superintendent. Upon completion of 20 hours of such experience, the employee may, at the Superintendent's recommendation and the Board's approval, be granted one inservice credit. Programs of this type shall be during other than school hours.

F2. For para-professionals and secretaries F1 above applies and shall also include movement on the guide for undergraduate/graduate courses that are taken while employed by FTBoE.

For each multiple of 20 college credits ex. 20, 40, up to a max. of 60, or 150 in-service hours earned while employed by FTBoE, para-professional and secretaries shall be paid \$100 above their salary on the salary guide.

G. All full time teachers who have been employed by the Frankford Township Board of Education for 20 consecutive years shall have the following added to their salary each year

Longevity for full time certificated faculty:

1. In the 21st year and each of subsequent 4 years
\$418.00 (not cumulative) will be added to the Schedule "A" salary
2. In the 26th year and each of the subsequent 4 years
\$523.00 (not cumulative) will be added to the Schedule "A" salary
3. In the 31st year and each of the subsequent years
\$627.00 (not cumulative) will be added to the Schedule "A" salary.

H. All full time active support staff who have been employed by the Frankford Township Board of Education for 20 consecutive years shall have the following added to their salary each year.

Longevity for full time active support staff:

- A. In the 21st year and each of the subsequent 4 years
\$209.00 (not cumulative) will be added to the Schedule "A" salary.
- B. In the 26th year and each of the subsequent 4 years
\$261.00 (not cumulative) will be added to the Schedule "A" salary.
- C. In the 31st year and each of the subsequent years
\$314.00 (not cumulative) will be added to the Schedule "A" salary.

Board approved leaves of absence and reductions in force shall not count for the consecutive years, but shall not break service.

This additional salary will be added to the amount shown on the schedule "A" guide. This money will be shown off guide, but shall be reflective in pension.

ARTICLE XI**TEACHER ASSIGNMENT**

- A.
1. All teachers shall be given written notice whenever possible of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year by the end of the school year.
 2. In the event that changes in such schedules, class and/or subject assignments, or room assignments are proposed after June closing, any teacher affected shall be notified promptly in writing.
 3. Schedules for the following school year should be available to teachers before the close of the school year.
- B. The Superintendent shall attempt to assign teachers, with their area of competence, providing these teachers are properly certified.
- C. Every attempt will be made not to schedule a teacher for more than four (4) consecutive periods or three (3) consecutive hours of pupil contact.

ARTICLE XII

EMPLOYEE FACILITIES

- A. The Board recognizes the following physical facilities as desirable and will seek to provide them.
1. Space in each classroom in which teachers may store instructional materials and supplies;
 2. A serviceable desk, chair, and filing accommodations for the exclusive use of each teacher;
 3. Suitable closet space for each teacher to store coats, overshoes, and personal articles;
 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach;
 5. Adequate chalkboard space in every classroom.
 6. Adequate books, paper, pencils, pens, chalk erasers and other such material, required in daily teaching responsibility.
 7. An appropriately furnished room, which shall be reserved for the use of the staff as a lounge. Although the staff shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

ARTICLE XIII

SICK LEAVE

- A. All ten (10) month employees employed on a full time basis by the Board of Education shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

All twelve (12) month employees employed on a full time basis by the Board of Education shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

- B. 1. Upon actual retirement (not vesting) a teacher shall be compensated for unused accumulated sick days at the daily rate of forty-five (\$45.00) dollars per day up to a maximum one hundred ten (110) days in the first year of the contract; forty-five (\$45.00) dollars per day up to a maximum one hundred fifteen (115) days in the second year of the contract; and forty-five (\$45.00) dollars per day up to a maximum of one hundred twenty-five (125) days in the third year of the contract. The retiring teacher must notify the Board of the impending retirement by February of the preceding year so the Board may budget accordingly.
2. Upon actual retirement (not vesting) all active support staff shall be compensated for unused accumulated sick days at the daily rate of twenty (\$20.00) dollars per day up to a maximum of fifty-five (55) days in the first year of the contract; twenty (\$20) dollars per day up to a maximum of sixty (60) days the second year; and twenty (\$20) dollars per day up to a maximum of seventy (70) days the third year. The retiring active support employee must notify the Board of the impending retirement by February of the preceding year so the Board may budget accordingly.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

- A. Each year the Board of Education will grant three (3) days for compelling personal reasons with full pay pending approval of the Superintendent upon application thereof. Necessary personal day is construed to mean that such business is essential and will require the presence of the employee on a day school is in session.

Since the application requires approval by the Superintendent, it is incumbent upon the requestor to make known sufficient details of the need for the "necessary personal day" except in those rare circumstances where the nature of the details is such that privacy must be maintained. In the latter case, a written statement that the business is personal and is of "emergency" nature in the context of this policy should be submitted to the Superintendent. Should the request be denied approval by the Superintendent, a written reason will be returned to the requestor.

- B. Death in the immediate family five (5) days. (Immediate family to include: mother, father, husband, wife, sister, brother, grandparents, son or daughter, step parent, stepchildren or the same in-laws). Other deaths may receive the same consideration at the discretion of the Superintendent.
- C. Such other days for visitations, conferences, meetings, etc. at the discretion of the Superintendent.
- D. Illness in the immediate family, three (3) days. (Immediate family as defined in Article XIV, para.B)
- E. Up to five (5) unused personal and family ill days can accumulate as sick days for the following year.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

A. Maternity

When a teacher is aware that she is pregnant, she shall notify the principal or Superintendent so that plans for her replacement, when necessary, may be made. A teacher who becomes pregnant may remain in her position so long as her condition does not interfere with the efficient and thorough performance of her duties. The Board of Education shall not remove any teacher from her duties on the grounds that her condition prevents her from performing her responsibilities in an efficient and thorough manner unless the teacher cannot produce, at the request of the Board, a written certification from her physician that she is physically capable of performing her responsibilities in an efficient and thorough manner.

A teacher may request a maternity leave of absence due to pregnancy at any time of her choosing.

The period while on maternity leave does not count towards the acquisition of tenure. However, the periods of employment before and after such leave shall be tacked on or added together in computing the period of employment for tenure and salary purposes.

Non-tenured employees are entitled to a maternity leave within the contractual school year in which the leave is obtained. However, the Board may grant leaves for longer periods at its discretion.

A teacher on maternity leave may return to her position in the school district when mutually agreeable. The period of absence for maternity leave shall not constitute equivalent experience for salary purposes. The teacher returned from maternity leave shall be placed on the appropriate step on the salary guide in accordance with her experience and degree level.

B. Family Leave

Unpaid family leave of absence will be available to employees according to provisions of CH.261 Laws of 1989.

Unpaid leaves of absence are available, up to 12 weeks in any 24-month period to care for a newborn or adopted child, at any time within one year after the birth or adoption of the child, and to provide care for a seriously ill child, parent or spouse. An eligible employee may be entitled to leave on a consecutive, intermittent or reduced leave schedule depending on factors including the reason for the leave sought.

The Board of Education may require advance notice of a leave and may require that leave be supported by certification issued by a licensed health care provider. At its own expense, the Board may require the employee to obtain a second opinion.

Upon return from family leave, an employee is entitled to be restored to his/her previous position or to an equivalent position of like seniority, status, employment benefits, pay and other terms and conditions of employment.

During the leave, the Board will maintain health insurance coverage as if the employee had not taken the leave.

C. Other Leaves of Absence

Other extended leaves as deemed necessary by the Frankford Township Board of Education, and of the individual, and approved by the Superintendent, may be granted upon written request.

ARTICLE XVI**PROFESSIONAL ADVISORY COUNCIL****A. Establishment**

1. The purpose of the Council shall be to advise the Board through recommendations, based on research and evaluation, regarding matters of mutual interest relative to the educational program. These recommendations may include methods of implementation. The Council may consider, but not be limited to: advising the Board on such matters as curriculum improvement, teaching techniques, extra-curricular programs, in-service training, pupil testing and evaluation, philosophy and educational specifications for buildings and other matters of mutual interest regarding the effective operation of the Frankford Township School.

B. Membership

1. The Council shall consist of three (3) representatives appointed from the Board of Education and three (3) representatives selected from the Association.
2. The Council shall establish its own rules and procedures.

C. Meetings

1. Regular meetings of the Council shall be conducted monthly unless otherwise determined by the Council.
2. Special meetings may be called by the chairman of either party. At least one (1) week notice shall be required before each meeting.
3. Agendas shall be initiated by the party calling the meeting and shall be available to Council members at least two (2) days prior to the meeting date.

- D. 1. The Board shall consider and study all written recommendations submitted to it by the Council for possible action. If the

Board does not accept such recommendations, it shall state the specific reasons for such actions in writing to the Council.

2. Reports of the Council shall include minority as well as majority views.
3. Nothing in the article shall be interpreted to prevent the Council from consulting or adding to its number such additional teachers, administrators or professional advisors, as the original members herein designated shall determine are desirable and appropriate for said purpose.

ARTICLE XVII

INSURANCE PROTECTION

A. Health Insurance

The School Board shall continue to provide the Health Care Insurance Protection. The Board shall pay the full premium for each employee (and his/her family, if applicable). The insurance protection shall be equal to or better than the NJ State Health Benefits Plan.

Employees (and his/her family, if applicable) starting after June 30, 2005 shall be entitled to board payment of the full premium only within the Direct Access program of the Health Care Insurance Protection plan.

Opt Out Provision

1. The board will establish an approved section 125 plan and employees may opt out of the Health Insurance Plan for a set figure of \$5,000 upon the completion of a medical Benefits Waiver Form. Payments will be made on a semi-annual basis, with 50% on December 31 & the balance on June 30.
2. As a result of a "lifechange" (birth, death, divorce, loss of primary medical benefits) an employee will have the opportunity to enter the medical plan provided by the board but will forfeit the compensation listed above. The employee must first inform the business Office of their situation. As a result of a "lifechange", the employee may re-enroll in the medical benefits program at any time during the year.
3. An employee may re-enroll in the medical benefits program without having a "lifechange" during two (2) open enrollment periods.
 - i. Mid **April and May** with an effective date of **July 1**
 - ii. Mid **October and November** with an effective date of **January 1**
4. An employee may opt out of the medical benefits program at any time during the year upon completion of the medical benefits waiver form and submission of this form and all copies of the employee's current medical insurance cards. The amount of compensation that the employee would receive will be prorated depending upon when they waive their benefits.

It is further agreed that at the expiration of this contract, any subsequent increase in the cost of Health Benefits shall be considered as part of future contract consideration.

Health benefits for part-time employees shall be according to guidelines of State Health Benefits Plan. Temporary full time employees must be under contract for a minimum of five (5) months to qualify for health benefits.

B. Dental Insurance

The Board shall provide family dental care benefits for all employees under Delta Dental or equivalent provider. New hires will receive single dental coverage only for the first three years of employment. The benefits shall be as follows:

Deductible amount	none
Class I - Preventive services	100%
Class II - Basic Services	85% (15% co-payment)
Class III - Major services	65% (35% co-payment)
Class IV - Orthodontia services	50% (50% co-payment)
Calendar Year maximum amount for Class I, II, III	\$1000
Lifetime maximum amount for Class IV	\$750

ARTICLE XVIII

SABBATICAL LEAVES

A teacher who has taught at Frankford Township School for at least four (4) full years may apply for a sabbatical leave of absence to pursue a program towards an advanced degree, or to pursue some specific program to bring improvement to his teaching knowledge and technique: Such program must be outlined in some detail and an approval of the request will depend upon an evaluation of the probable benefit to the school of the program as outlined and deemed prudent by the Board of Education.

Requests for sabbatical leave must be received by the Superintendent, in writing, no later than December 1st and action must be taken on all such requests by February 1st, of the school year preceding the school year for which the sabbatical leave is requested.

A teacher with four (4) years or more of service at Frankford Township, but less than seven (7) years whose program has been approved, by the Board, may receive a leave without pay.

A teacher with service of seven (7) or more years at Frankford Township School, whose program has been approved by the Board may receive either the full salary to which he would normally be entitled for five (5) months, or one-half (1/2) of his salary for ten (10) months.

The recipient of such a grant shall also agree to return to work at Frankford Township School at the time courses are completed.

The recipient of such a grant shall sign an agreement to return to Frankford Township School for at least two years after the leave of absence. The agreement shall also specify that if the recipient does not return to Frankford Township School the full amount of the grant will be repaid to the school within two (2) years of the end of the leave. If only one (1) year is served after the leave, one-half (1/2) of the grant shall be repaid within the following year.

Not more than one (1) member of the faculty shall be granted sabbatical leaves in any one (1) year. If there are more applicants than available grants, the probable benefit to the school of the programs proposed will be the basis of selection.

An employee may be considered for an additional leave of absence at the Board's discretion.

The time that the employee is on leave shall not be counted towards years of service for salary purposes.

ARTICLE XIX**MISCELLANEOUS PROVISIONS**

- A. Any and all matters regarding school policy not covered specifically in this Agreement shall be the prerogative of the Board of Education.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be reproduced at Board expense after the Agreement is signed and shall be presented to all members employed by the Board and members of the Board.
- E. Representatives of the Board and the Association's negotiating committee shall, if requested by either party, meet at least once each month for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. Such meeting shall not replace grievance procedures.
- F. Each party shall submit to the other at least seven (7) days prior to the meeting an agenda covering matters they wish to discuss.
- G. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and submitted for adoption to the Board and the Association.

ARTICLE XX**RIGHTS OF THE BOARD**

Except as otherwise provided in the Agreement and under the provision of Chapter 303, Public Laws 1968, and Chapter 123 (1974), the Association recognizes that the Board has the responsibility to manage and direct, in behalf of the public, all the operations and activities of the Frankford Township School District to the extent authorized by law.

ARTICLE XXI

TEACHER EVALUATION

1. All evaluation of teachers shall be done openly, with full knowledge of the teacher being evaluated. No eavesdropping, "bugging," or other hidden surveillance shall be used.
2. Evaluation must take note of special circumstances. The teacher of special education, for example, does not use the same teaching techniques as the teacher in the regular classroom.
3. The teacher shall be given a copy of the evaluation report within two (2) days of the evaluation to allow sufficient time before a conference to study it thoroughly, except in emergencies.
4. The conference shall occur at a mutually agreeable time within five (5) school days of the evaluation. In the event of a legitimate delay, the party requiring the delay shall so inform the other party.
5. No evaluation reports shall be submitted to the central office or otherwise acted upon before the conference between teacher and evaluator.
6. The evaluation report shall include an assessment of:
 - a. the strengths of the teacher;
 - b. progress the teacher has made since the previous evaluation;
 - c. remaining difficulties;
 - d. specific suggestions on measures the teacher can take to improve his performance in areas where difficulties have been indicated.
7. No teacher should be asked to sign a blank or incomplete evaluation form.
8. No material derogatory to a teacher's conduct, service, character, personality, or reputation shall be placed in the teachers personnel file - including an evaluation report - unless the teacher has first been shown the material and had an opportunity to review it.

9. To any material prepared for his or her personnel file, the teacher shall have the right to submit a written answer which, after being reviewed by the Superintendent or his or her designee, is attached to the file copy.
10. The teacher shall have the right, upon request, to review the contents of his or her personnel file and to receive, at Board expense a copy of documents contained therein.
11. The teacher shall have the right to indicate those documents in his or her personnel file, which he or she believes, are obsolete or otherwise inappropriate to retain. After a review by the Superintendent or his or her designee, such materials shall be destroyed. Disputes over the retention of such documents shall be considered grievances, with action beginning at the Superintendent's level.
12. Any evaluation form or its contents shall be treated as confidential information by all persons handling it.
13. Any evaluation form or its contents shall only be transferred with the written consent of the person evaluated.
14. Procedures for evaluation shall be developed and/or modified under the direction of the District's Chief School Administrator in consultation with the Association.

ARTICLE XXII**CREDIT REIMBURSEMENT/PROFESSIONAL DEVELOPMENT**

Graduate credits shall be reimbursed at the rate charged by Rutgers, the New Jersey State University per credit up to a maximum of nine (9) credits per year. Prior approval must be received from the Superintendent.

Courses must be completed, with an earned grade of B or better, and reimbursement requested within twelve (12) months of course work beginning.

Tuition reimbursement may also be granted secretaries, clerks, and paraprofessionals who have at least three (3) full years of employment in the Frankford School District. Tuition reimbursement shall be made for those courses, which are job, related and are determined to be eligible and approved by the Superintendent prior to course enrollment.

A maximum of \$30,000 annually will be allocated for reimbursement of graduate credits, other coursework and workshops for certified staff, secretaries, clerks and paraprofessionals. This aggregate limit for all personnel in the unit will be adjusted each year at the same percentage increase as the Rutgers University graduate credit rate.

ARTICLE XXIII

REPRESENTATION FEE

Purpose of Fee

If an employee who is eligible to become a member, does not become a member of the Frankford Township Education Association during membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year.

Amount of Fee

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 equal to 85% of that amount.

Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

3. Mechanics

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

ARTICLE XXIV**SENIORITY PROTECTION OF NON-CERTIFIED PERSONNEL**

A. All non-certified personnel, represented by the FTEA, on the payroll as of September 1, 1995 with more than three (3) years of service shall be granted seniority and ranked in category, pursuant to their years of service. Anyone with less than three (3) years of service as of September 1, 1995 shall accumulate years of service seniority from that date. Further, seniority shall be ranked in each category/title pursuant to accumulated years of service. The Board shall retain the right to reduce the number of positions in accordance with seniority.

B. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested, and simultaneously by first class mail. Within fourteen (14) calendar days from receipt of such notice of recall, the employee shall notify the Superintendent, in writing, whether he/she desires to return to the work involved in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2005 and shall continue in effect through June 30, 2008.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary after ratification by the members of the Association at a meeting duly called for that purpose, and the Board has caused this Agreement to be duly signed by its President and attested by its Secretary pursuant to a resolution duly adopted by the Board this

This Agreement has been executed in duplicate, one copy to be retained by the Board and one copy to be retained by the Association, such duplicate original copy being permanently bound.

FRANKFORD TOWNSHIP BOARD OF EDUCATION

By \s\ Carol A. Hahn
Board President

ATTEST: \s\ Christopher Lessard
Secretary

FRANKFORD TOWNSHIP EDUCATION ASSOCIATION

By \s\ Patricia A. Hagen
President

ATTEST: \s\ Deborah Egan
Secretary

Schedule A - Salaries

**Frankford Township Teachers Salary Guide
2005/2006 GUIDE**

STEP	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+60
1	37,932	38,761	39,612	40,597	41,373	42,234	43,198	45,834
2	38,432	39,271	40,132	41,127	41,923	42,784	43,768	46,444
3	38,946	39,795	40,666	41,672	42,488	43,349	44,354	47,071
4	39,460	40,319	41,200	42,217	43,053	43,914	44,940	47,698
5	40,017	40,888	41,781	42,807	43,667	44,527	45,576	48,378
6	41,346	42,250	43,164	44,227	45,117	46,010	47,094	49,985
7	43,255	44,203	45,164	46,268	47,195	48,133	49,271	52,285
8	45,253	46,245	47,251	48,412	49,372	50,354	51,537	54,708
9	47,339	48,378	49,427	50,644	51,649	52,687	53,914	57,229
10	49,516	50,600	51,705	52,965	54,026	55,109	56,404	59,864
11	51,794	52,932	54,082	55,411	56,515	57,642	58,994	62,610
12	54,183	55,366	56,572	57,966	59,116	60,299	61,718	65,502
13	56,683	57,921	59,184	60,635	61,851	63,079	64,563	68,525
14	59,295	60,591	61,907	63,425	64,698	65,981	67,533	71,685
15	62,030	63,392	64,765	66,361	67,678	69,028	70,646	74,988
16	64,888	66,304	67,745	69,408	70,804	72,209	73,907	78,438
17	67,868	69,353	70,859	72,600	74,051	75,524	77,301	82,044

Schedule A - Salaries

**Frankford Township Teachers Salary Guide
2006/2007 GUIDE**

STEP	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+60
1	39,077	39,931	40,807	41,822	42,622	43,508	44,502	47,218
2	39,577	40,441	41,327	42,352	43,172	44,058	45,072	47,828
3	40,077	40,951	41,847	42,882	43,722	44,608	45,642	48,438
4	40,606	41,490	42,397	43,443	44,303	45,189	46,245	49,083
5	41,179	42,076	42,994	44,050	44,935	45,820	46,900	49,783
6	42,547	43,477	44,418	45,512	46,427	47,346	48,462	51,437
7	44,511	45,487	46,476	47,612	48,566	49,531	50,702	53,804
8	46,567	47,588	48,623	49,818	50,806	51,816	53,034	56,297
9	48,714	49,783	50,863	52,115	53,149	54,217	55,480	58,891
10	50,954	52,070	53,207	54,503	55,595	56,710	58,042	61,603
11	53,298	54,469	55,653	57,020	58,156	59,316	60,707	64,428
12	55,757	56,974	58,215	59,650	60,833	62,050	63,511	67,404
13	58,329	59,603	60,903	62,396	63,647	64,911	66,438	70,515
14	61,017	62,351	63,705	65,267	66,577	67,897	69,494	73,767
15	63,832	65,233	66,646	68,288	69,644	71,033	72,698	77,166
16	66,773	68,230	69,713	71,424	72,860	74,306	76,054	80,716
17	69,839	71,367	72,917	74,709	76,202	77,718	79,546	84,427

Schedule A - Salaries

**Frankford Township Teachers Salary Guide
2007/2008 GUIDE**

STEP	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+60
1	40,319	41,199	42,103	43,150	43,976	44,888	45,916	48,719
2	40,819	41,709	42,623	43,680	44,526	45,438	46,486	49,329
3	41,319	42,219	43,143	44,210	45,076	45,988	47,056	49,939
4	41,819	42,729	43,663	44,740	45,626	46,538	47,626	50,549
5	42,409	43,333	44,278	45,365	46,277	47,188	48,301	51,270
6	43,818	44,775	45,774	46,871	47,813	48,760	49,909	52,973
7	45,840	46,845	47,864	49,034	50,016	51,010	52,216	55,411
8	47,958	49,009	50,075	51,306	52,323	53,363	54,618	57,978
9	50,169	51,270	52,382	53,671	54,736	55,836	57,137	60,650
10	52,476	53,625	54,796	56,131	57,255	58,404	59,775	63,443
11	54,890	56,096	57,315	58,723	59,893	61,087	62,520	66,352
12	57,422	58,675	59,953	61,431	62,650	63,903	65,408	69,417
13	60,071	61,383	62,722	64,259	65,548	66,849	68,422	72,621
14	62,839	64,213	65,607	67,216	68,565	69,925	71,569	75,970
15	65,738	67,181	68,636	70,327	71,724	73,154	74,869	79,470
16	68,767	70,268	71,795	73,557	75,036	76,525	78,325	83,126
17	71,925	73,498	75,094	76,940	78,478	80,039	81,921	86,948

Schedule A - Salaries, continued

2005-2006

Step	Paraprofessional	20 credits	40 credits	60 credits
1	16,738	16,838	16,938	17,038
2	16,907	17,007	17,107	17,207
3	17,076	17,176	17,276	17,376
4	17,299	17,399	17,499	17,599
5	17,468	17,568	17,668	17,768
6	17,924	18,024	18,124	18,224
7	18,424	18,524	18,624	18,724
8	19,656	19,756	19,856	19,956
9	21,386	21,486	21,586	21,636
10	21,886	21,986	22,086	22,111
11	22,586	22,686	22,736	22,761

2006-2007

Step	Paraprofessional	20 credits	40 credits	60 credits
1	17,373	17,476	17,580	17,684
2	17,542	17,645	17,749	17,853
3	17,711	17,814	17,918	18,022
4	17,942	18,046	18,149	18,253
5	18,117	18,221	18,325	18,428
6	18,590	18,694	18,797	18,901
7	19,109	19,212	19,316	19,420
8	20,386	20,490	20,594	20,698
9	22,181	22,284	22,388	22,440
10	22,699	22,803	22,907	22,933
11	23,425	23,529	23,581	23,607

Schedule A - Salaries, continued**2007-2008**

Step	Paraprofessional	20 credits	40 credits	60 credits
1	18,120	18,228	18,335	18,443
2	18,289	18,397	18,504	18,612
3	18,458	18,566	18,673	18,781
4	18,627	18,735	18,842	18,950
5	18,809	18,916	19,024	19,131
6	19,300	19,408	19,514	19,622
7	19,838	19,945	20,053	20,161
8	21,164	21,272	21,380	21,488
9	23,028	23,135	23,243	23,297
10	23,565	23,673	23,781	23,808
11	24,319	24,427	24,481	24,508

Schedule A - Salaries, continued**2005-2006**

Step	Sec. 10 month	20 credits	40 credits	60 credits	Sec. 12 month	20 credits	40 credits	60 credits
1					28,502	28,602	28,702	28,802
2					29,002	29,102	29,202	29,302
3					29,502	29,602	29,702	29,802
4					30,102	30,202	30,302	30,402
5					30,717	30,817	30,917	31,017
6					31,345	31,445	31,545	31,645
7					31,987	32,087	32,187	32,287
8					32,644	32,744	32,844	32,944
9					33,144	33,244	33,344	33,444
10					33,644	33,744	33,844	33,944

2006-2007

Step	Sec. 10 month	20 credits	40 credits	60 credits	Sec. 12 month	20 credits	40 credits	60 credits
1					29,430	29,533	29,636	29,739
2					29,930	30,033	30,136	30,239
3					30,430	30,533	30,636	30,739
4					31,048	31,152	31,255	31,358
5					31,683	31,786	31,889	31,992
6					32,331	32,434	32,537	32,640
7					32,993	33,096	33,199	33,302
8					33,670	33,774	33,877	33,980
9					34,186	34,289	34,392	34,496
10					34,702	34,805	34,908	35,011

Schedule A - Salaries, continued**2007-2008**

Step	Sec. 10 month	20 credits	40 credits	60 credits	Sec. 12 month	20 credits	40 credits	60 credits
1					30,520	30,627	30,733	30,839
2					31,020	31,127	31,233	31,339
3					31,520	31,627	31,733	31,839
4					32,020	32,127	32,233	32,339
5					32,675	32,781	32,887	32,993
6					33,343	33,449	33,555	33,662
7					34,026	34,132	34,238	34,344
8					34,724	34,831	34,937	35,043
9					35,256	35,362	35,468	35,576
10					35,788	35,894	36,001	36,107

Schedule B - Extra Curricular Stipends

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Field Hockey	Yearbook	Boys Basketball (J.V.)	Skiing
Soccer	Newspaper	Girls Basketball (J.V.)	Assistant Skiing
Boys Basketball	Reading Club	Assistant Soccer	Bowling
Girls Basketball	Chorus	Assistant Field Hockey	Assistant Bowling
Boys Track	Video Club	Art Enrichment	
Girls Track	National Jr. Honor Society	Fall & Spring Sp. Ed.	
Drama	Environmental Club	Asst. Student Council	
Student Council	Computer Web Club	Soccer (Freshman)	
		Basketball (Freshman)	

2005/2008

Step	A	B	C	D
1	1,262.82	1,009.11	757.71	503.98
2	1,440.51	1,158.37	779.51	526.94
3	1,612.97	1,334.02	804.76	549.91
4	1,788.61	1,514.25	831.16	578.60
5	1,966.58	1,691.03	856.43	602.71
6	2,142.23	1,865.54	881.68	627.97
10	+757.71	+757.71	+757.71	+375.41
Top	2,899.94	2,623.25	1,639.39	1,003.38

Schedule C - Extra Stipends

	<u>2005-2008</u>
A. Art Fair Coordinator	217.44
B. Assistant Basic Skills Improvement Contact Person	3,497.32
C. Bedside/Tutoring Instruction	36.27
D. Cafeteria Duty (per occurrence)	23.62
E. Chaperones (Dances, Concerts, Programs, etc. approved by Superintendent)	62.43
F. C.S.T./Student Personnel Coordinator (non-administrative)	8,360.00
G. Kindergarten Teacher's (open house)	32.61
H. Outdoor Education Coordinator	261.25
I. Overnight Assignment's (per night)	81.54
Overnight Assignment (Nurse)	182.88
J. School Fair Coordinator	217.44
K. Staff Development Instructor	36.27
L. Summer School	36.27
M. Testing Coordinator	1,672.00

