

AGREEMENT

BETWEEN

**FRANKLIN TOWNSHIP
BOARD OF EDUCATION**

AND

**FRANKLIN TOWNSHIP
EDUCATION ASSOCIATION**

2015 – 2018

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>Page</u>
SECTION A – ALL FTEA EMPLOYEES	
PREAMBLE	1
1 RECOGNITION	2
2 NEGOTIATION OF SUCCESSOR AGREEMENT	4
3 GRIEVANCE PROCEDURE	6
4 EMPLOYEE RIGHTS AND RESPONSIBILITIES	15
5 ASSOCIATION RIGHTS AND RESPONSIBILITIES	17
6 BOARD OF EDUCATION RIGHTS	21
7 NON-DISCRIMINATION	22
8 SALARIES	23
9 EMPLOYEE EVALUATIONS	32
10 SICK LEAVE - EMPLOYEES	34
11 TEMPORARY LEAVES OF ABSENCE	39
12 EXTENDED LEAVES OF ABSENCE	42
13 TERMINAL LEAVE - EMPLOYEES	48
14 PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT EMPLOYEES	50
15 EXTRA-CURRICULAR COMPENSATION	59
16 DEDUCTION FROM SALARY	62
17 AGENCY FEE	63

18	INSURANCE PROTECTION	65
19	MISCELLANEOUS PROVISION	69
SECTION B – TEACHERS		
20	TEACHER WORK YEAR	70
21	TEACHING HOURS AND TEACHING LOAD	77
22	TEACHER EMPLOYMENT	95
23	TEACHER ASSIGNMENT	98
24	TRANSFER OF TEACHERS	105
25	POSTING OF VACANCIES - TEACHERS	107
26	SABBATICAL LEAVES - TEACHERS	110
27	PERSONAL AND ACADEMIC FREEDOM - TEACHERS	112
28	POSITIONS COMPENSATED AT AN HOURLY RATE - TEACHERS	113
SECTION C - SECRETARIES		
29	SECRETARIAL CONTRACT YEAR	115
30	HOLIDAYS - SECRETARIES	117
31	VACATIONS - SECRETARIES	119
32	SECRETARIAL HOURS OF WORK	121
33	EMPLOYMENT AND TERMINATION OF SECRETARIES	125
34	TRANSFER AND REASSIGNMENT OF SECRETARIES	127
35	REDUCTION IN RANK OR JOB CLASSIFICATION - SECRETARIES	130
36	REIMBURSEMENT FOR ATTENDANCE AT WORKSHOPS - SECRETARIES	134

SECTION D – PARAPROFESSIONALS

37	PARAPROFESSIONAL HOURS OF WORK	135
38	EMPLOYMENT AND TERMINATION OF PARAPROFESSIONALS AND ATTENDANCE OFFICER.....	137
39	TRANSFERS AND REASSIGNMENTS OF PARAPROFESSIONALS	139
40	VACANCIES - PARAPROFESSIONALS	141
41	REDUCTION IN FORCE - PARAPROFESSIONALS	142
42	SENIORITY - PARAPROFESSIONALS.....	145

SECTION E – ATTESTATION

43	DURATION OF AGREEMENT	146
----	-----------------------------	-----

SECTION F – SCHEDULES

	SCHEDULE A-1 - SALARY GUIDES TEACHERS.....	147
	SCHEDULE A-2 - STIPENDS.....	151
	SCHEDULE A-3 - OTHER SALARIES.....	154
	SCHEDULE B - SALARY GUIDES SECRETARIES.....	155
	SCHEDULE C - SALARY GUIDES-PARAPROFESSIONALS.....	159

PREAMBLE

This Agreement is entered into as of the first day of July 2015 by and between the Board of Education of Franklin Township, the Township of Franklin, County of Somerset, New Jersey, hereinafter called the "Board," and the Franklin Township Education Association, hereinafter called the "Association."

ARTICLE 1

RECOGNITION

A. Pursuant to N.J.S.A. 34:13a-5.1 et seq., the Franklin Township Board of Education recognizes the Franklin Township Education Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for all certified and the following non-certified personnel under contract with the Board as identified below:

Certified Personnel:

Teachers	Department Chairpersons
Librarians	Coordinators
School Nurses	School Psychologists
Guidance Counselors	Learning Disabilities Teacher Consultants
School Social Workers	Environmentalist
Speech Language Specialists	Registered Nurses
Teacher Trainers	Occupational Therapists
J.R.O.T.C. Instructors	Student Assistance Counselors
Athletic Trainer(s)	Behavior Specialists

Non-Certified Personnel:

Secretaries	Attendance Officers
Instructional Paraprofessionals	Transportation Paraprofessionals

but excluding:

Superintendent	Assistant Superintendents
Business Administrators	Secretary to the Board
Directors	Principals
Supervisors	Assistant Supervisors
Vice-Principals	Registrars
Duty Aides	
Assistant Business Administrator & Board Secretary	
All Secretaries to the Superintendent of Schools	
Secretaries to all Assistant Superintendents	
Secretary to the Board Secretary / School Business Administrator	
All Secretaries to the Director of Personnel Services	

B. Unless otherwise indicated, the term "teacher," when used hereinafter in this Agreement, shall refer to all certified personnel listed above.

The Athletic Trainer and Environmentalist will be governed by all references to teachers, except Article 21 (Teaching Hours & Teaching Load).

C. Unless otherwise indicated, the term "Secretarial" when used hereinafter in this Agreement, shall refer to all non-certified personnel listed above except Paraprofessionals and Attendance Officer(s).

D. Unless otherwise indicated, the term "Paraprofessional" when used hereinafter in this Agreement, shall refer to all Transportation and Instructional Paraprofessionals.

E. Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees recognized in the unit.

F. All references to the Superintendent of Schools shall be understood as including either the Superintendent or the Superintendent's designee.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13a-5.1 et seq. Such negotiations shall begin as soon as possible in the calendar year in which this Agreement expires, but not later than February 1. The scheduling of negotiations meetings shall be by agreement of the parties.

B. Upon written request by the Association President, the Board agrees to make known to the President when and where the information is available that the Board is required by law to release.

C. Neither party to the negotiations shall have any control over the selection of the negotiating representative of the other party.

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

E. The Board agrees not to negotiate or bargain with any employee organization other than the Association for the duration of this Agreement, unless required by law to do otherwise. The Association agrees not to employ, or allow to represent it in any capacity, an officer or member of any

labor organization other than those of the local, state and national associations affiliated with the local education association during the life of the Agreement.

F. For the life of this Agreement, it shall not be modified in full or in part except by an instrument in writing duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURE

A. A "grievance" is a claim by an employee, group of employees, or the Association, based upon the interpretation, application or violation of policies, agreements, or administrative decisions affecting them. In no event shall a grievance, as defined as aforesaid, be subject to Level Five of the Grievance Procedure set forth herein.

A grievance, which is subject to all five levels of the Grievance Procedure set forth herein, shall be a claim by an employee, groups of employees and/or the Association, confined to and based upon an alleged violation, misinterpretation or misapplication of the express provisions of this Agreement.

In no event shall a claim concerning the posting of vacancies in annually appointed positions as provided in Article 23F, be subject to Level Five of the Grievance Procedure.

B. The purpose of this procedure is to secure equitable and proper solutions to grievances at the lowest possible level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Rights of Employees to Representation

1. Any "employee" may be self-represented at all stages of the Grievance Procedure, or, at the person's option, by

a representative of the Association.

2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of the submission of the grievance, at Level Two, or at any other later level, be notified that the grievance is in process and have the right to be present and present its position in writing and shall receive a copy of all decisions rendered.

D. Procedure – Grievance Steps

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved party to proceed to the next step.

2. Failure at any step of this proceeding to appeal the grievance to the next step within the specified time shall be deemed a forfeiture of the right to process the grievance at a higher level.

3. Time limits may be extended at any step in the proceeding by mutual written consent.

4. In the event a grievance is filed at such time 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 year, could result in irreparable harm to an employee, the time limits set forth herein shall be adjusted by mutual written consent so that the grievance procedure may be completed as soon after the

school year as is practicable.

5. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, perform all assignments and adhere to all policies, procedures and rules and regulations of the Board, until such grievance and the effect thereof shall have been fully determined.

6. The number of days as indicated at each level should be considered as the maximum, and every effort should be made to expedite the process.

7. Written grievances must provide the following information:
- a. the grievant's name;
 - b. the specific action or actions giving rise to the grievance;
 - c. the specific contract provisions and/or Board policies alleged to have been violated;
 - d. the nature of the relief sought; and
 - e. (if an appeal) reasons for dissatisfaction with the prior decision(s).

E. Levels Of The Grievance Procedure Are As Follows:

1. Level One

Any employee who has a grievance shall file written notice with the principal, or immediate supervisor, within twenty (20) school

days from the date after the grievant knew or should have known of the occurrence of the event giving rise to the grievance. Within seven (7) school days of receipt of the aforesaid written notice, the principal or supervisor shall set up a meeting in an attempt to resolve the matter informally at that level.

2. Level Two

a. If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days of the Level One meeting with the grievant or twelve (12) school days after the grievance was filed at Level One, the grievant may set forth the grievance in writing, on the form jointly developed and provided by the Board, to the immediate supervisor.

b. The immediate supervisor of the grievant shall meet with the grievant within seven (7) school days of receipt of the grievance in an attempt to resolve the matter. The immediate supervisor shall communicate the written decision to the grievant and the Association within five (5) school days of the meeting with the grievant.

3. Level Three

a. If the grievant is not satisfied with the disposition of

the grievance at Level Two, or if no decision has been rendered within five (5) school days of the Level Two meeting with the grievant or twelve (12) school days after the grievance was filed at Level Two, the grievant may appeal the grievance in writing to the Superintendent within five (5) school days.

b. The Superintendent shall meet with the grievant in an attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days; the Superintendent shall communicate the decision in writing to the grievant and the Association and the principal, or immediate supervisor, within fifteen (15) school days of receipt of the grievance or five (5) school days after meeting with the grievant.

4. Level Four

a. If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may file the grievance, in writing, with the Board of Education, except that a grievance involving the following shall not proceed to Level Four or Five of the Grievance Procedure set forth herein.

i. Any matter for which a detailed method of review is prescribed by law, or by any rules, regulations, or by-laws of the State Commissioner of Education;

ii. Any matter which, according to law, is beyond

the power of the Board of Education;

iii. The contents of a written evaluation of an employee conducted in accordance with Board policy except when it recommends some form of disciplinary action;

iv. A claim of non-employment by a non-tenured teacher or non-tenured Secretarial.

b. The grievance must be filed within five (5) school days after receipt of the decision at Level Three or twenty (20) school days after submitting the grievance to the Superintendent, whichever is sooner. The grievance shall be submitted in writing to the Board through the Superintendent who shall attach all related papers and forward the grievance to the Board of Education. A hearing shall be scheduled with the grievant by the Board at a mutually reasonable time. Such hearing shall be held within twenty (20) school days of the receipt of the grievance. The Board shall give a decision forwarded by the Superintendent to the grievant and to the Association, within thirty-two (32) calendar days of receipt of the grievance by the Board. In the event that the Board's disposition is made after the recess of school for the summer, said disposition shall be forwarded to the grievant's home

address and a copy forwarded to the Association's address supplied under Article 43D.

5. Level Five

a. If the employee is not satisfied with the disposition of the grievance at Level Four, and the grievance is a claim confined to and based upon an alleged violation, misinterpretation or misapplication of the express provisions of this Agreement, the grievant may, within five (5) school days after a decision by the Board, request the Association in writing to submit the grievance to arbitration. Should the Association decide to submit the grievance to arbitration, it shall submit the same within fifteen (15) school days after receipt of the request by the employee. The Association shall notify the Board through the Superintendent of the request for arbitration.

b. The Association shall submit the grievance to the Public Employment Relations Commission to secure the services of an arbitrator. The parties agree to be bound by the rules and regulations of the Public Employment Relations Commission for the selection of the arbitrator.

c. In the event a mutually acceptable arbitrator cannot be selected, then the parties agree to be bound by the rules and procedures of the Public Employment Relations Commission for

the selection of an arbitrator. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall have sole and exclusive power to hear the issues submitted and make a final determination. Unless otherwise set forth within the contract, the arbitrator's determination shall be binding on both parties. The arbitrator does not have the right to add to, subtract from, or modify this Agreement in any manner whatsoever.

F. The Costs Of Arbitration Shall Be Subject To The Following:

1. Each party shall bear the total costs which it incurs.
2. The fee and expense of the arbitrator are the only costs which shall be shared equally by the parties.
3. Time lost by an employee due to the arbitration proceedings shall be with pay.
4. The filing fee will be borne by the moving party.

G. Miscellaneous

1. The Board and the Association shall insure the individual's freedom from restraint, interference, coercion, discrimination, and reprisal in presenting the appeal, with respect to the individual's personal grievance.
2. Commencing with Level Three and all subsequent levels, the decision by the administration and/or the Board shall include a

statement of the reasons for the position taken at that level.

3. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent. The processing of such grievance shall commence at Level Three.

4. Class action grievances involving teachers at the same building will be commenced informally with the Building Principal and formally with the Superintendent.

ARTICLE 4

EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. No employee shall be disciplined without just cause, nor shall any teacher have the increment withheld, or be reprimanded or reduced in rank or compensation without just cause. Such action asserted by the Board, or any agent or representative thereof, shall be subject to the Grievance Procedure with the exception of cases involving the non-renewal of a non-tenured teacher or non-tenured Secretarial employee for performance, or the denial of an increment for a tenured teacher for performance. Grievances asserted by employees under this section shall be subject to binding arbitration.

B. Whenever any employee is required by the Board of Education or the Superintendent to appear before the Board or the Superintendent concerning any matter which could adversely affect the continuation of the employee in the office, position, or employment or the salary or any increments pertaining thereto, then the employee and the Association shall be given prior written notice of the reasons for such a meeting or interview and shall be advised in writing that the employee is entitled to have a representative of the Association present to advise and represent the person during such meeting or interview. Any suspension of a teacher, paraprofessional or Secretary shall be as specified in the New Jersey

Statutes.

C. Each teacher shall have the right and responsibility to determine grades of students assigned to the teachers within the grading policies of the Board and related administrative procedures.

D. It shall be the responsibility of each employee to comply with the terms of this Agreement and with Board policies and administrative procedures that do not conflict with the terms of this Agreement.

E. Negative criticism by an administrator of an employee shall be offered in private to the employee.

F. There will be circumstances where a non-certificated employee is required to provide adult supervision to one or more students within the scope of his/her employment. Such employee is expected to provide appropriate supervision and to exercise reasonable judgment as an adult in these circumstances; and s/he shall be defended, saved harmless and protected against financial loss by the Board, to the extent required by law, in relation to civil and/or criminal actions that may be brought against the employee under these circumstances.

ARTICLE 5

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Association or its representatives shall have the right to enter and to use school buildings in conformity with the policies and procedures of the Board of Education. There shall be no capricious or arbitrary restrictions placed upon such use. Under extenuating circumstances, provision for the granting of requests for building use on the basis of a notice less than the time period specified by the policy is acknowledged.

B. Bulletin boards shall be provided in faculty rooms for use by the Association. All posted material shall be kept current, as a responsibility of the Association.

C. The Association shall have the right to reasonable use of the school mailboxes and the inter-school mail facilities, provided appropriate approval has been given, which will not be unreasonably denied.

D. Association meeting dates shall be listed on the district's school/ community calendar in accordance with current practices.

E. The Board shall supply the Association annually with an up-to-date copy of the Board Policy Book.

F. Time shall be provided for the President of the Association or a designee to speak at orientation for new teachers and at the first total staff meeting at the opening of school.

G. Association President

1. The Association President shall be granted release time from their duties according to the provisions outlined in this Article. On or before March 1st, the Association shall notify the Board of its selection of option A, B or C below, on or before June 1 the Board shall notify the Association of their approval or denial of same. Should the selection be approved the President shall remain on staff as an employee of this district and receive the full complement of sick leave, personal days and guide movement and all other terms and conditions as provided in the collective bargaining agreement. The Board shall provide health insurance coverage to the FTEA President during release leaves as stipulated under Article 18. The Association shall reimburse the Board for the President's salary during any partial or full release periods.

(a) The Board shall grant full-time leave to the Association President for the term of office in the upcoming school year.

i. The Association shall reimburse the Board for the full salary of the President. This reimbursement shall come in two payments, September 15th and February 15th, or as mutually agreed.

ii. Upon return from approved leave, the Board shall

reinstate the President into a comparable position within the same job category or certification area held prior to the leave. The Board does not guarantee reinstatement to the same assignment or location held prior to the leave.

(b) Should the Board approve a partial release from duties for the term of office, the Superintendent and President shall agree to mutually acceptable arrangements for the part-time schedule.

i. The Association shall reimburse the Board for the release portion of the President's salary during the partial leave period.

ii. Upon return from approved leave, the Board shall reinstate the President into a comparable position within the same job category or certification area held prior to the leave. The Board does not guarantee reinstatement to the same assignment or location held prior to the leave.

(c) In the event the Association does not exercise the right to either a full-time or part-time release President, the Board shall grant up to ten (10) release days, with pay, with no more than two (2) days to be taken in any one (1) month, to the President for the purpose of conducting Association business. The President of the Association shall be granted an additional

ten (10) days per school year, with pay, with no more than two (2) days to be taken in any one (1) month. The Association shall reimburse the Board \$100 per day for each of these second ten (10) absence days used in a school year.

When the Association Presidency is held jointly by more than one person, those Co-Presidents shall share a total of twenty (20) "Association business" days between them per school year under the terms described in Article 5.G.1.C.

2. The provisions of Article 5:G 1a and Article 5:G 1b shall sunset at the conclusion of the agreement period. The Board and Association must mutually agree to revise or retain this provision into the next contract period or it will be null and void upon conclusion of this contract period.

H. The Association agrees to encourage its members to comply with policies, rules and procedures of the Board of Education, providing that such policies, rules and procedures are not contrary to the provisions of this Agreement.

ARTICLE 6

BOARD OF EDUCATION RIGHTS

Except as otherwise provided in this Agreement, and under the provisions of N.J.S.A. 34:13A-5.1, et seq., the Board reserves the responsibility and exclusive authority to manage and direct, on behalf of the public, all the operations and activities of the Franklin Township School District to the full extent authorized by law.

ARTICLE 7

NON-DISCRIMINATION

The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of an employee, or in the application or administration of this agreement on the basis of age, race, creed, color, handicap, religion, national origin, gender, sexual orientation or marital status.

ARTICLE 8

SALARIES

A. Schedule of Payments for All Employees

The salaries of all teachers, secretaries, paraprofessionals and attendance officer covered by this Agreement are set forth in Schedules A, B, and C respectively, which are attached hereto and made a part hereof.

Payment of salaries shall be rendered as follows:

1. Those employees employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly payments.
2. Those employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
3. Those employees employed on a 10-½ month basis shall be paid in twenty-one (21) equal semi-monthly installments.
4. Those employees employed on an eleven (11) month basis shall be paid in twenty-two (22) equal semi-monthly installments.
5. Those employees employed for less than a full ten (10) months shall also be paid in equal semi-monthly installments, the number of installments to be proportionate to the length of the work year.
6. The schedule of payments shall be the 15th of the month and the last working day of the month. All paystubs can only be viewed through the electronic payroll portal.

7. When payday falls on or during a school holiday, vacation, national holiday, or weekend, employees shall receive their pay on the last prior working day.

8. 12-Month Pay Schedule

a. Employees employed on a ten (10) month, ten and a half (10 ½) month or eleven (11) month basis may elect to be paid in twenty-four (24) semi-monthly payments ("12-month pay") as authorized by law. This benefit will become available beginning in the 2006-2007 school year.

b. Ten (10) month, ten and a half (10 ½) month or eleven (11) month employees who wish to elect 12-month pay, or who wish to change back to their traditional 10-month, 10 ½-month or 11-month pay schedules, must do so by requesting this in writing on the form designated by administration, and submitted during the "payroll open enrollment" period established once per year for this purpose. All employees will be notified in writing in advance of the dates of that year's "payroll open enrollment" period.

c. A 12-month pay schedule, and a return to a 10-month, 10 ½-month or 11-month pay schedule, may only be started at the beginning of the traditional 10-month, 10 ½-month or 11-month pay period for that school year, and it must

remain effective for an entire year. Newly hired ten (10) month, ten and a half (10 ½) month or eleven (11) month employees whose employment begins after the “payroll open enrollment” period, but before the start of the new school year’s traditional 10-month, 10 ½-month or 11-month pay period, may elect 12-month pay as their initial pay schedules; but in no event may any ten (10) month, ten and a half (10 ½) month or eleven (11) month employee begin a 12-month pay schedule if s/he will not be employed in the District long enough in a school year to receive all twenty (20), twenty-one (21) or twenty-two payments in that year’s traditional 10-month, 10 ½-month or 11-month pay period.

d. Effective September 1, 2008, ten (10) month, ten and a half (10 ½) month or eleven (11) month employees who elect 12-month pay will receive their regular annual salaries divided by the 20, 21 or 22 payment paid over their regular work year. The Board will deduct ten percent (10%) of the gross amounts of each of those regular payments and hold that money for payment to the employee during the summer. After that “12-month pay” deduction is taken from each regular payment, the Board will then take all mandated withholdings and deductions, and all voluntary withholdings and deductions

chosen by the employee, based on the original gross amounts of those regular payment. During the July and August following the school year when the "12-month pay" deductions were taken, the Board will divide the withheld money evenly for each employee from whom it was withheld, and issue two (2), three (3) or four (4) equal payments to eleven (11) month, ten and a half (10 ½) month or ten (10) month employees, respectively. No mandated or voluntary withholdings or deductions will be taken from these July/August payments. Interest will not be paid to any employee for any salary that is deducted and held by the Board in order to provide this benefit.

f. Only deductions that are legally required to be taken from every salary payment (e.g., taxes, garnishments, child support, etc.) will be taken from all twenty-four (24) payments in a 12-month pay schedule. All other deductions (e.g., pension, union dues, health insurance contributions, insurance waiver payments, tax sheltered annuities, charitable donations, etc.) will be deducted only from the twenty (20) payments issued during the traditional 10-month pay period (this deduction arrangement already applies to eleven (11) month employees). It shall be solely the responsibility of each ten (10) month or eleven (11) month employee who elects 12-month pay to make

such adjustments to his/her payroll deductions as may be required or appropriate in a timely manner.

g. The Association shall defend, indemnify and save harmless the Board and/or its trustees, employees, servants, and agents against any and all liabilities and damages that may arise out of the implementation of this Article 8(A) (8) benefit except for liabilities and/or damages determined by a court of competent jurisdiction to have resulted from unreasonable willful or reckless acts or omissions of the Board and/or its trustees, employees, servants and agents.

B. Salary Adjustment/Placement on Guide for All Employees

1. In the event that any position listed in this contract extends into the following year, the appropriate salary will be adjusted accordingly as of July 1.

2. Each employee shall be placed on his/her proper step of the salary schedule as of the beginning of the school year. Ten (10) month employees who have five (5) months of experience prior to July 1 and twelve month employees who have six (6) months of experience prior to July 1 shall be given full credit for one year of service towards vertical advancement on the salary guide.

3. The movement of employees horizontally on the salary guide from one salary column to another shall take place by the

regular September Board meeting retroactive to September 1st and by the regular February Board meeting retroactive to February 1st. A written request must be submitted by the employee to the Director of Personnel by July 31st and December 31st, respectively. Evidence, supporting the request must be submitted at the time of the request, or as soon as available from the educational institution. A change is not automatic and will occur only on the written request of the employee. Any change in status is not retroactive to previous years.

C. Teacher Provisions

1. Teachers shall receive their final electronic payment and the pay schedule for the following year on the last working day in June, provided that all grades and final reports of the teachers have been filed with the building principal or other appropriate administrator. All time sheets including all timesheets for EXTRACURRICULAR/STIPEND positions must be submitted to payroll office by June 30th to be paid by July 15th.

2. Teachers whose existing contracts are extended by the Board into the summer months for continuation of their regular duties shall be given written notice of such employment by June 1st and shall be paid a salary commensurate with their normal salary.

3. In order to qualify for the Master + 30 credit scale, one must accumulate thirty (30) credits beyond the Bachelor's Degree earned

before or after, but not included in the credits earned for the Master's Degree.

4. As may be needed, child study team members, including speech language specialists, may be hired for extra summer work in two fashions. Per diem work will be available but in limited supply. Per case work will also be offered at a rate of \$350 per case and be constant through the life of the agreement. All child study team summer work will be posted for applications. Case work to be completed in three (3) weeks. [see also Article 20, Section F]

D. Secretarial Provisions

1. Any Secretarial employee new to the District or any person employed by the District in a non-secretarial position (i.e., paraprofessional, cafeteria worker, etc.) may upon becoming a Secretarial employee be given credit for relevant prior secretarial experience.

E. Paraprofessional Provisions

1. Compensation for paraprofessional employees shall be fixed on an annual salary basis; provided, however, that the use of an annual salary shall not deprive the Board of its right to modify the length of the work year for certain paraprofessionals so that salary requirements will not exceed available funding from external grants.

2. Any paraprofessional who achieves N.C.L.B. "highly

qualified" status shall be moved to the "30-59 Credits" column of his/her salary guide, in accordance with Article 8(B)(3), if s/he is not already at that column or beyond. This horizontal guide movement shall take place regardless of the actual number of college credits the paraprofessional has earned.

F. Savings Plan

An employee may individually elect to have a portion of their salary deducted as part of a savings plan. The Secretary of the Board of Education is authorized to deposit such funds in any savings institution as the parties may agree upon.

G. Direct Deposit Plan

All employees must elect to have their salary deposited into either a checking or savings account at a financial institution of their choice, as per state statute.

H. Attendance Officer

Attendance officers will be hired on the paraprofessional guide.

I. J.R.O.T.C. Instructor(s)

1. Military regulations state that school districts must pay each J.R.O.T.C. Instructor at least the "minimum instructor pay" (M.I.P). This M.I.P. is the difference between each instructor's military retirement pay and his/her active duty pay if s/he had not retired. The Board shall pay each J.R.O.T.C. Instructor an annual salary equal to

his/her M.I.P. as established by the military. Beginning July 2015, without retroactive compensation, the salary of each J.R.O.T.C. instructor shall never drop below his or her previously earned maximum. The J.R.O.T.C. instructor's salary will remain frozen at the previous maximum value until such time as the MIP exceeds the previous maximum. The work year for J.R.O.T.C. Instructors is set forth in Article 20(G).

2. Any J.R.O.T.C. Instructor appointed as an advisor for extracurricular activities related to the J.R.O.T.C. program shall be paid a stipend as set forth in Schedule A-2. This stipend contemplates J.R.O.T.C. Instructors' extracurricular work commitments (including but not limited to: Drill Team Competition, Military Ball, Raider Challenge Competition, Leadership Challenge Course, and community service and other forms of volunteerism) that run the full school year; and for most days, if not every day, that school is in session.

ARTICLE 9

EMPLOYEE EVALUATIONS

A. All certificated employee evaluations shall be consistent with the current state statutes. In each instance the evaluation shall be followed by a written evaluation report and by a conference between the employee and his or her supervisor. The employee shall be given a copy of the written report at least three (3) working days prior to the conference. During the conference, the evaluator will review the employee's strengths and weaknesses and suggestions for improvement. The annual evaluation will contain a written recommendation regarding reemployment and increment.

B. Employees shall be required to either sign or initial observation and evaluation reports. In the event the employee refuses to sign or initial the report, the supervisor will so note this on the report and enter it into the file. Signing or initialing the evaluation reports by the employee does not necessarily indicate agreement with the report, but only that the employee has been made aware of its contents and has received a copy of said report. Employees shall have twenty-five (25) calendar days after receipt of the observation/evaluation report to attach their written response to observation and evaluation reports thereby making them a part of the report. The evaluator shall not attach any additional comments to the employee's response. However, this does not constitute acceptance of the accuracy of the employee's response.

C. Employees shall have the right, upon reasonable request and notice to Administration, to review their personnel files with a representative of the FTEA and a representative of the District Personnel Office being present. The individual employee shall be entitled to receive one copy of any materials placed in the personnel folder that might materially affect a judgment about the employee's performance, excluding prior employers or personal references that were obtained at the time of his/her employment. The Personnel Office shall keep a permanent record of the documents received and the date received. After receiving one copy of any document, additional copies shall be at the individual employee's expense and applicable statutory rates.

D. The employee will be given a copy of all documents placed in the employee's personnel file that might materially affect a judgment about the employee's performance including letters of commendation. The employee shall be sent of copy within 15 calendar days.

E. The Board will provide an electronic copy of the evaluation policy booklet to all employees by October 31st. Digital copies to be available on the district website.

ARTICLE 10

SICK LEAVE - EMPLOYEES

A. Teachers on a ten-month contract shall be allowed ten (10) days sick leave per year; teachers whose contracts are extended to an additional month in the summer for continuation of the regular duties shall be allowed eleven (11) sick leave days per year; and teachers on a twelve-month contract shall be allowed twelve (12) days sick leave per year.

B. Secretarial employees shall be eligible for sick leave at the rate of one (1) day for each full month of annual contract, except that 10 1/2 month Secretarial employees shall be granted one-half (1/2) day extra sick leave for extra contract time.

C. Paraprofessionals employed on a ten-month contract shall be allowed ten (10) days sick leave per year.

D. Sick leave is defined to mean absence of the employee because of personal disability due to illness or injury, or because of exclusion from school on account of contagious disease or quarantine for such disease, or to care for an ill family member. Employees shall be entitled to use up to ten (10) sick days per year for family illness. Employees shall not be required to state the nature of the illness or identify the family member. Should an employee require the use of additional sick days for family illness, the employee shall submit a written request with reasons to the Superintendent

at least (4) working days in advance. Such additional days shall not be arbitrarily denied.

E. All days of unused sick leave shall be accumulated to be used in subsequent years.

F. When consequent absence because of illness exceeds the annual leave and the accumulated leave, the employee may, at the discretion of the Board of Education on a case-by-case determination, be compensated for ten (10) days annually at the employee's regular rate of pay less the substitute rate for each day of absence. Additional days may be granted by the Board under this provision.

G. When a Secretary's absence because of illness exceeds the annual leave, the accumulated leave, and the leave granted under Article 26, Paragraph I, a day's salary (10 month - 1/200; 10 1/2 month - 1/210; 11 month - 1/218; 12 month - 1/240 of the annual salary) shall be deducted for each day of such absences from the Secretaries' salary.

H. When a teacher's absence because of illness exceeds the annual leave, the accumulated leave, and the ten-day period indicated in "F" above, a day's salary (1/200 of the annual salary) shall be deducted for each day of such absence except as provided for in Paragraph I of this Article.

I. Sick Leave Bank

1. There shall be established a reserve of sick leave days for restricted use by employees who choose to join the sick bank, in cases

of emergency or exceptional need. Said "sick leave bank" shall be governed by the following conditions:

a. New employees may join within 60 days of commencement of service. Employees who have previously decided not to join the sick leave bank may join only pursuant to the paragraph 1.2.

b. When the number of days in the sick leave bank falls below 50, each employee who wishes to remain in the sick leave bank must contribute one more day, to be matched by a Board contribution of one day. Employees not in the sick leave bank may join at this time.

c. Each employee who joins the sick leave bank shall contribute one sick day from his/her accumulated sick leave. Once contributed the sick day shall not be returned.

d. The Board will match the contribution of each employee who joins.

2. The use of days from the "sick leave bank" shall be closely regulated and use granted only after approval by a Committee composed of three (3) members of the FTEA and three (3) administrators in accordance with the established guidelines.

3. Guidelines for administering the "bank" shall be mutually agreed upon by the Superintendent and the Association.

4. The sick days to be awarded from this "bank" will apply only in cases where all of the individual's accumulated sick leave, personal days, vacation leave, floating holidays, and partially compensated leave provided in paragraph F of this Article have been used. Employees who receive days from the sick bank shall be compensated at their regular daily rate of pay.

J. Employees shall be given a written accounting of accumulated sick leave days each school year.

K. In any case in which sick leave is claimed, the Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education in order for an employee to obtain sick leave (Title 18A: 30-4).

1. Prior to the first request for a physician's note within a school year, a District supervisor will conference with the employee.

2. A statement will be jointly issued by the Board, the Superintendent or designee, and the Association by October 1st that establishes the procedure to apprise staff members of their professional attendance responsibilities, and consequences for failure to maintain them.

3. In cases in which an employee is absent from work for 10 consecutive work days, the employee's supervisor may require a physician's note without being conferenced for the absenteeism.

L. Teachers who begin their initial employment in the Franklin Township Public Schools on or after July 1, 2002, and who have been employed in one or more public school districts prior to their employment in Franklin, shall be credited with one half (1/2) the unused sick leave days that they had accumulated in their most recent public school employment up to a maximum carry-over of thirty (30) days. Submission of appropriate documentation is required.

M. Teachers previously employed in the Franklin Township School District shall, upon being re-employed therein within five (5) years of the date of original leaving, be credited with unused sick leave previously earned in the District up to a maximum of thirty (30) days.

ARTICLE 11

TEMPORARY LEAVES OF ABSENCE

A. Bereavement Leave

A death in the family shall entitle employees to the following leave days:

1. Death in the immediate family: Five (5) consecutive weekdays with pay, one of which shall be the day of death or day of funeral. Includes spouse, domestic partner, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild or any member of the family living in the household of the employee.

2. Death in the family - not immediate: One (1) day's leave with pay, which shall be within three (3) days of the date of death or day of funeral. Includes aunt, uncle, niece, nephew, grandparents of spouse, first cousin, brother-in-law, sister-in-law.

3. These are not deducted from sick leave.

B. Personal Leave

1. Employees shall be eligible to receive three (3) days personal leave. Applications should be made to the principal or supervisor (or Central Office) in advance when possible and approved by the Superintendent. Except for extenuating circumstances and subject to the approval of the immediate supervisor or principal (or

Central Office) and the Superintendent, no personal leave days shall be granted immediately before or after holidays or in-service days. Personal leave time is not granted for vacations or for personal business which can be accomplished outside of school hours. Personal leave is intended for matters such as the following illustrative list:

- a.** Observance of religious holidays;
- b.** Court appearances not covered by other articles in the contract;
- c.** Moving/house closing;
- d.** Marriage of employee;
- e.** Medical appointments;
- f.** Conferencing for child or child's school function;
- g.** Graduation of employee, son, daughter or spouse from college;
- h.** Study for and/or participation in comprehensive examinations for further degrees.
- i.** Death of a friend.

2. Approval of personal leave shall not be unreasonably withheld. All three personal days may, notwithstanding the above, be taken each year without giving a reason. An application received more than a week after the absence shall not be approved as personal leave. Unused days of personal leave shall be accumulated as sick

leave.

C. Other Leaves

Other leaves of absence without loss of pay may be granted by the Board of Education for good reason. The Board of Education shall have sole discretion in determining "good reason," and this will not be subject to arbitration.

D. Teachers

1. If a teacher is required to appear before the Commissioner of Education in a matter involving the teacher, or to appear in court as the complainant in a criminal assault action arising out of the teacher's employment, leave without loss of pay shall be granted.

2. If a teacher is compelled by legal process to appear as a witness in a legal proceeding to which he or she is not a party and in which he or she has no beneficial interest, leave without loss of pay shall be granted.

3. One (1) day per year shall be allowed for school visitation, for observation in another school or for attendance at a conference or professional meeting, subject to the approval of the Superintendent. Arrangements for school visitation shall be made through the office of the Superintendent.

ARTICLE 12

EXTENDED LEAVES OF ABSENCE

A. Employee Provisions

1. Maternity-Related Disability Leave

a. An employee who is disabled due to pregnancy, shall be entitled to continue working as long as the employee is physically able to do so. Such employee shall be entitled to use her accumulated sick leave for absence for maternity purposes for the disability period of one calendar month prior to and one calendar month following her anticipated date of delivery. The employee shall be entitled to return to duty when physically able to do so.

b. If the sick leave is exhausted, the disability leave will be without pay in accordance with the provisions of the State and Federal Family Leave Acts, subject to the employee's right to request additional leave.

2. Child Care Leave

Any employee shall, upon request, be granted a leave of absence without pay for child care purposes following the birth or adoption of a new child. Such leave must begin within six (6) months of the birth or adoption, and shall be for a period of not more than two (2) consecutive years for any one birth or adoption. An employee who

uses up to one (1) year of his/her two (2) year entitlement and then returns to work in the District must work for at least one-half (1/2) year of his/her regular contractual work year before becoming eligible to take this leave again for a subsequent birth or adoption. An employee who uses more than one (1) year of his/her two (2) year entitlement and then returns to work in the District must work for at least one (1) year of his/her regular contractual work years before becoming eligible to take this leave again for a subsequent birth or adoption.

3. Military Leave

a. Military leave shall be provided for enlistment in the Armed Services. Credit on the salary guide shall be granted of up to four (4) years of military service.

b. Employees called to active military duty during a time of war or emergency are subject to N.J.S.A. 38:23-1 *et seq.*; N.J.S.A. 38A:4-4, *et seq.*; 38 U.S.C. 4303, *et seq.* (Uniformed Services Employment and Re-Employment Rights Act of 1994.) Employees called to active duty during a time of war or emergency will be granted leaves of absence in accordance with the law. Employees called to active duty during a time of war or emergency will be granted continued District health/medical insurance benefits for themselves and their

dependents during their leaves if the employees' military insurance is less comprehensive than their District insurance or if use of the employees' military insurance would be unduly burdensome on the employees and/or their families during their leave. Employees who return from military leaves of absence during or after a time of war or emergency shall be re-employed in the same or similar position upon their return to work in accordance with the law. Time absent from work for military leaves of absence shall not count toward tenure accrual unless mandated by law.

4. Extended Leave Without Pay

A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. No increment shall be granted if the leave extends beyond five (5) months.

B. Teacher Provisions

1. Exchange/Foreign Teaching Leave

a. A tenured teacher may request a leave of absence for exchange or foreign teaching for up to one (1) year. Such leave shall be granted and the teacher shall be required to return to the district for at least one (1) full year following the leave of absence.

b. Salary and payments to the Pension and Annuity Fund shall be determined necessarily by the conditions of the exchange agreement.

c. Experience credit on the salary guide shall be granted for exchange/foreign teaching.

**2. Extended Leave for Study, Rest, Travel, Recuperation
Other Reason**

a. Extended leave of absence for reasons other than illness may be granted without pay to tenured teachers for study, travel, rest, recuperation or other reasons.

b. The length of the leave shall be for either one (1) semester or for one (1) year, to be specified in the leave request.

c. Teachers granted such leave shall be required to return at the beginning of the next school year. A return at any other time during a school year may be granted at the discretion of the Board of Education.

d. A teacher granted such leave shall be required to return to the district for at least one (1) year following the leave of absence. This requirement may be waived by the Board when the requested leave is for rest or recuperation.

e. No experience shall be granted on the salary guide

for the duration of the leave of absence. Upon return, the teacher shall be compensated in accordance with the salary guide in place at the time of the return.

3. Leave for Peace Corps, National Teachers Corps, Vista, Fulbright Scholarship or Accredited College Teaching

A leave of absence may be granted to tenured teachers who join the Peace Corps, National Teachers Corps, Vista, accept a Fulbright Scholarship or who teach in an accredited college or university. Such leave, if granted, shall be for up to one (1) year.

C. Miscellaneous Provisions

1. Additional leave may be granted at the discretion of the Board.
2. Upon return, the employee shall be assigned to the same position held at the time the leave commenced, if feasible.
3. The employee shall be entitled to all benefits for which they are eligible and in effect at the time of return.
4. The Board shall not be responsible for any payments to the pension fund during an employee's leave of absence.
5. All leaves, extensions or renewals of leaves shall be applied for in advance, in writing to the Superintendent and shall be responded to in writing.

6. When deemed necessary, the Superintendent may require the person assuming the responsibilities of the position to spend sufficient time together so that a smooth transition may be effected.

7. The payment of salary in cases not covered by rules shall be determined by individual consideration by the Board.

ARTICLE 13

TERMINAL LEAVE - EMPLOYEES

A. Any employee who retires from the school district within fifteen (15) or more years of service in this district shall be eligible for terminal leave pay to be computed at the rates shown below for each day of accumulated unused leave.

15 to 24 years:

- | | | |
|----|---|-----------------|
| 1. | Teacher | \$80.00 per day |
| 2. | Secretary | \$70.00 per day |
| 3. | Paraprofessionals/
Attendance Officers | \$65.00 per day |

25 years or more:

- | | | |
|----|---|-----------------|
| 1. | Teacher | \$85.00 per day |
| 2. | Secretary | \$75.00 per day |
| 3. | Paraprofessionals/
Attendance Officers | \$70.00 per day |

B. An employee must submit a written notice of intention to retire to the Superintendent of Schools not later than January 6 in order to receive terminal leave pay in the next budget year. If the notice of intention to retire is not received by January 6, payment of terminal leave may be delayed until the next following budget year. For example, if a notice of

intention to retire is submitted on January 20, 2009, payment of terminal leave may be delayed until July 2010.

C. In the event of a reduction in force, accumulated sick leave shall not be cancelled but shall remain credited to an employee pending his/her return to employment.

D. Upon the death of an active employee eligible for the benefit described in this Article 13, the estate of the deceased employee will be paid the full benefit as if the employee had retired upon the date of his/her death. The benefit will be paid in accordance with the payment schedule established in this Article 13.

ARTICLE 14

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT EMPLOYEES

A. Tuition Reimbursement

1. Teachers

Upon completion of two years of employment in the district, teachers shall be eligible for a reimbursement of up to a maximum of six (6) graduate credits per teacher per fiscal year. The reimbursement shall be at the actual per credit cost up to Rutgers University's in-state graduate tuition rate. A teacher shall only be reimbursed to a maximum of three (3) credits for courses taken in any one semester (semesters = summer, fall, spring), except that up to four (4) credits shall be reimbursed in a semester if they result from a single four (4) credit course. To be eligible for reimbursement, the graduate credit must be from a regionally accredited college or university, recognized by the NJDOE and related to the teacher's area of certification unless otherwise approved by the Superintendent; and the teacher must receive a grade of "B" or better, or "pass" in a pass/fail system.

The district will budget no less than the following amounts for each of the fiscal years of this contract;

- 2015-16 \$50,000.00
 - \$30,000.00 for the summer and fall semester
 - \$20,000.00 for the spring semester
- 2016-17 \$50,000.00
 - \$30,000.00 for the summer and fall semester
 - \$20,000.00 for the spring semester
- 2017-18 \$50,000.00
 - \$30,000.00 for the summer and fall semester
 - \$20,000.00 for the spring semester

Fifty percent of each allotment will be divided amongst all teachers who apply and meet all of the requirements listed in this Article (the general fund). The calculation will be total dollars divided by eligible credits, up to the Rutgers' graduate credit rate.

The remaining fifty percent of the allotment will fund teachers with preferred reimbursement status. To be eligible for preferred reimbursement status, teachers must be enrolled in a program that will result in a NJDOE content or educational services certificate or endorsement.

Teachers, who are preapproved and are granted preferred reimbursement status, are guaranteed reimbursement at the actual tuition rate up to the Rutgers' graduate rate. Should the funds allotted for teachers with preferred reimbursement status

not be expended they will roll into the general fund.

In order to be eligible for reimbursement a teacher must first submit a Preliminary Request for Reimbursement. If applying for preferred reimbursement status a letter of request along with proof of enrollment in the specific program shall accompany the preliminary request. Teachers who are approved for any tuition reimbursement will be notified within 30 days of their submission.

Upon completion of the course the teacher must submit a copy of their Preliminary Request form, a Request for Reimbursement form, proof of a grade of "B" or better, or "pass" in a pass/fail system, proof of payment leaving a zero balance for the course, and a voucher for payment. This proof of successful completion of the course shall be submitted to the Personnel Office within 60 days of course completion or as soon as available from the college before payment can be made. The Board reserves the right to exceed the limits on tuition reimbursements described in this Article 14, and/or to add incentives for certain categories of teachers, for specific college courses deemed to be critical for the improvement of student achievement.

Any employee who receives tuition reimbursement in

accordance with this article, and who subsequently leaves the District's employment, excluding those terminated or non-renewed, shall pay back the tuition reimbursement as follows:

- i. Within 2 Calendar Years of receipt of the reimbursement – 100% payback to the District.

Teachers, who subsequently leave the District's employment and are required by this article to refund the tuition reimbursement, in whole or in part, may apply to the Superintendent for a hardship waiver. The Superintendent shall form a committee to review the applications and render a decision. The committee shall consist of 2 teachers (selected by the FTEA President) the Superintendent and 2 administrators. The decision must be made by a majority vote of the 5 member committee and is final, and not grievable or arbitrable.

2. Secretarial & Paraprofessional Staff

Secretarial employees and paraprofessionals/attendance officers shall be reimbursed to a maximum of six (6) undergraduate credits per employee per school year at the Rutgers University tuition rate, under the conditions specified in Paragraph A above, provided that such course(s) are related to the employee's job. During the life of the Agreement, the pool of reimbursement for

tuition that is available to Secretarial employees and paraprofessionals/attendance officers shall be capped at \$10,000 per year.

B. Conferences

1. If approved an employee will be entitled to reimbursement of his/her actual cost for one (1) conference, workshop, or non-college course per school year provided the conference, workshop, or course is curricular or pedagogical in nature (for teachers) or is related to the staff member's job (for secretarial and paraprofessional staff). If the conference, workshop, or course takes place during the school day, the employee will be reimbursed his/her actual cost to a maximum of \$75. If the conference, workshop, or course takes place during "off-peak hours" (outside of school day/hours or year, including summer and weekends), the employee will be reimbursed his/her actual cost to a maximum of \$175. All conferences are subject to administrative approval.

2. These flat rates may be exceeded in order to expend grant funds or pursuant to administrative decisions that particular conferences are critical for individual professional improvement or improvement of district programs/curriculum.

3. These flat rates are not transferable to other staff, and shall not be carried over from one year to the next.

C. All teachers as specified by N.J. Statutes and Administrative Code shall participate in mandated in-service programs. Online workshops shall be completed by April 1st of each year to comply with the district and state required training mandates.

D. For certificated teachers, the Board and FTEA agree that district in-service shall provide programs toward meeting the N.J. requirement for 20 hours of professional development annually.

1. In-service training shall be arranged by the Board to help complete 10 of the hours of N.J. requirement annually. The maximum expense for this training shall be capped annually at \$6,000. Calendar permitting, in-service days shall be provided at the beginning of, or during, the school year in preference to the end.

2. For the convenience of teachers, in-service may be provided on afternoons, evenings, weekends, or outside the school year, with no additional compensation. The number of attendees must be economically viable in the judgment of the Superintendent.

E. The Superintendent shall meet with the FTEA at least annually by June 15th to discuss the in-service content for the coming year and its effectiveness and value in the past year.

F. For full time secretaries, the Superintendent and FTEA shall establish a joint committee to meet from time to time during the life of the

contract to discuss professional development needs.

G. For full time in-classroom paraprofessionals, in-service opportunities shall be provided. These may occur during minimum session days when students are not present.

H. Peer Review

The Board and the Association agree that collegial interaction and professional dialog among our staff members is an effective tool for professional development and instructional improvement. Consequently, a committee of administrators and teachers will be selected by the Superintendent to meet as a joint committee to investigate successful peer review programs operating in K-12 school districts throughout the country. This committee will suggest appropriate peer review models to the Superintendent. The Superintendent will report to the Board on the work of the committee.

I. Student/Parent Feedback

1. A feedback form will be developed jointly by the Association and the Superintendent or his/her designee(s) for distribution to students at grades 6-12 at the end of each school year. This form will ask students to share with teachers their perceptions about the teachers' effectiveness during the preceding year.

2. Students will return these feedback forms directly to the teachers. The forms will not in any way be used in the District's

evaluation of any teacher's job performance.

3. The Association acknowledges that the Superintendent will initiate school-wide parent evaluation/feedback surveys of school effectiveness and will invite the Association leadership to participate in the development of that survey.

J. National Certification

The Board and the Association agree that national teacher certification, issued through The National Board for Professional Teaching Standards, can be an effective method for improving the skills of our teaching staff and enhancing the profile of our staff within the community. In order to encourage teachers to obtain national certification, the Board will, without additional negotiations, establish procedures and amounts for the reimbursement of tuition and/or costs associated with the acquisition of national certification. In addition, each teacher who obtains national certification will be given a one-time \$2,500 salary enhancement in the year the award is earned. Each year afterward that the national certification remains valid, the teacher shall receive \$1,000 in salary added to his/her guide salary for that year.

K. Electronic Literacy

Every teacher shall be adequately trained to be proficient with, and use, the following electronic systems, tools and media:

- All components and functions of the student information system

used in the District, as designated by the Superintendent, including but not limited to electronic attendance, grade reporting and parent portal functions;

- All electronic communication tools designated by the Superintendent, including but not limited to e-mail and the student information system used in the District (as described above); and
- The specific word processing, spreadsheet and presentation software products designated by the Superintendent.

L. Parent Communication

Every teacher is expected to maintain open and timely communication with parents. Communication activities may include but are not limited to; District Email, Newsletter, Assignment Pages, Phone Calls, Call Logs, Web pages and district student information, grade reporting, and parent portal functions.

ARTICLE 15

EXTRA-CURRICULAR COMPENSATION

A. Salaries for extracurricular assignments shall be fixed in accordance with the point system set forth in Schedule A-2 of the Agreement. (See Schedule A-2A, A-2B, and A-2C "Salaries for Extra-Curricular Activities" attached). Points assigned a position shall remain the same for the duration of the Agreement. The value of a point is fixed at the following levels:

2015-2016	\$626.31
2016-2017	\$641.97
2017-2018	\$641.97

B. All Assistants and Assistant Coaches shall receive sixty-five (65%) of the Head Coach/Director's salary, except as noted.

C. Compensation for student club moderators, i.e., "Group One" Clubs and "Group Two" Clubs, for Board authorized clubs at the High School and Intermediate School Levels shall be as follows; all rates rounded to the nearest twenty-five (25) cents:

	<u>Group I</u>	<u>Group II</u>
2015-2016	\$1051.00	\$525.00
2016-2017	\$1077.25	\$538.25
2017-2018	\$1077.25	\$538.25

D. The establishment of a student council and yearbook at the elementary level shall be established at the discretion of the building principal. The building principal shall seek volunteers for said positions; no teacher shall be involuntarily assigned. Effective July 1, 2003, the student council and yearbook advisor(s) shall be compensated at the rate(s) established in Schedule A-2B and A-2C.

E. Performing arts student productions at the elementary level shall be established at the discretion of the building principal or supervising administrator with the annual, prior written approval of the Superintendent of Schools. The advisor(s) shall be compensated by sharing the number of points established in Schedule A-2A, A-2B, and A-2C by dividing the stipend among advisors according to their total involvement in the production. The assignment consists of:

- 1.** Direct student instruction and supervision of students, over a minimum period of four (4) weeks, and
- 2.** A total accumulation of 50 or more hours conducted wholly after the normal contractual day, and
- 3.** Involving 30 or more students.

F. In those instances in which the holders of extracurricular positions are required by the Board to work during the summer months and outside of the regular school year, Head coaches and heads of non-athletic programs shall be compensated at the per diem rate of \$270.46 for 2015-

16, \$277.22 for 2016-17, and \$277.22 for 2017-18; and assistant coaches and assistant program directors shall be compensated at the per diem rate of \$180.31 for 2015-16, \$184.82 for 2016-17, and \$184.82 for 2017-18. A minimum day for all positions is five (5) hours.

G. In order to develop a database that will help the District in its efforts to promote a more positive image of itself with the public, the advisor or coach of each extracurricular activity (athletic and non-athletic) shall, prior to the beginning of each school year or season, write and submit to the Principal at least one paragraph describing: the club, activity, or team; the number/grade level(s)/gender(s) of students served; criteria for membership on the team, club, or activity and criteria for active participation; benefits that participants derive from the sport, club, or activity; some recent accomplishments of the participants; and plans for the club, activity, or team in the future. These paragraphs are for informational purposes only, and shall not be used as a basis for any individual performance evaluation or professional development purposes.

ARTICLE 16

DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its employees, dues from the Franklin Township Education Association, the Somerset County Education Association, the New Jersey Education Association, and the National Educational Association, as employees individually and voluntarily authorize the Board to deduct. The Board agrees to deduct Association dues in accordance with N.J.S.A. 52:14-15, 9e, and under rules established by the State Department of Education.

B. Involuntary deductions for representation fees shall be governed by Article 17 (Agency Fee) of this Agreement.

ARTICLE 17

AGENCY FEE

A. Upon receipt of written authorization, the Board shall deduct a representation fee from the wages of each full-time employee (working at least twenty (20) hours per week) who is not a member of the Association and shall remit the monies collected to the Association once each month, not later than the 15th of the month.

B. The Association agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss or damages incurred as a result of this clause.

C. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within 30 days thereafter, any new employee who does not join within 30 days of initial employment within the unit, and any employee previously employed within the unit who does not join within 10 days of reentry into employment within the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction.

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

members will be determined by the Association in accordance with the law. The Association entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Board.

E. For the purposes of this provision, employees who are reappointed from year to year shall be considered to be in continuous employment.

F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4 (2) (c) and (3) (L.1979, c.477), and membership in the association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.

G. 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, job titles and dates of employment for all such employees.

ARTICLE 18

INSURANCE PROTECTION

A. Medical

1. The Board shall pay the balance of the premium cost, after all employee contributions, for all individual and family coverage for Medical and Hospital Insurance and Major Medical coverage in the Horizon BC/BS PPO, POS or HMO plan for teachers, Secretarial, and attendance officers commencing employment prior to July 1, 2008.

2. Paraprofessionals, teachers, secretarial, and attendance officers commencing employment on or after July 1, 2008, the Board shall pay the balance of the premium cost, after all employee contributions, for all individual and family coverage under the base plan, Horizon HMO (Revised 7/1/05). Such employees have the option of enrolling in all available health coverage, but must pay any additional premium cost through payroll deduction.

3. Beginning January 1, 2016, the Board shall pay the balance of the premium cost, after all employee contributions, for all individual and family coverage for Medical and Hospital Insurance and Major Medical coverage in the Horizon BC/BS Direct Access or HMO plan for teachers, Secretarial, and attendance officers commencing employment prior to July 1, 2008.

4. Effective January 1, 2016, prescription co-payments shall be

\$10 generic/\$20 preferred/\$30 non-preferred co-pay/1x mail-order co-pay for Horizon Direct Access and Horizon HMO.

B. Dental

1. The Board shall provide a managed-care dental plan (e.g., Delta Dental, effective January 1, 2012), including full family coverage for teachers, secretarial and attendance officers with an annual maximum benefit cap of \$1,500. The Board shall pay the balance of the premium cost, after all employee contributions, for up to family coverage.

2. The Board shall also provide a non-managed-care dental plan, including full family coverage for teachers, secretarial and attendance officers. These employees have the option of enrolling in the non-managed-care dental plan, but must pay any additional premium cost through payroll deduction up to the following annual maximums per employee: \$200 for 1-party coverage; \$300 for 2-party coverage; \$500 for 3+-party coverage.

3. During the life of the contract if the dental premiums increase beyond the FTEA's additional contribution the Board will pay any additional increases.

4. **Beginning with September 1, 2015**, the Board shall provide a managed-care dental plan for employee-only coverage for

paraprofessionals with an annual maximum benefit cap of \$1,500. The Board shall pay the balance of the premium cost, after all employee contributions, for up to employee-only coverage. Paraprofessional employees have the option of enrolling in any available dental plan, but must pay the entire difference in premium cost through payroll deductions.

C. The Board shall have the right, subject to Association agreement, to substitute a different carrier and/or plan so long as there is no reduction in coverage or benefits. The Association shall be advised in advance of any contemplated change in carrier or plan in order to review the options and determine whether approval should be granted.

D. Part-time employees employed less than half-time are ineligible for insurance benefits.

E. The Board shall fund an Employee Assistance Plan for the life of the current contract. The plan's benefits, selection of an insurance carrier, and the level of contribution shall be within the Board's sole discretion.

F. Employee benefits included in the Agreement between the Board and the Association are for full-time secretarial employees.

1. Part-time secretarial employees shall be eligible for such benefits on a pro-rated basis except for insurance benefits.

2. Only those contract secretarial employees working 17 1/2 hours or more per week shall receive insurance benefits.

G. Contributions

1. All employees shall make contributions toward applicable medical benefits as described in statute.

2. At no time shall an employee's contributions surpass actual premiums paid by the Board for that employee.

H. Waiver of Benefits

1. An employee who has provided written proof of alternate medical and/or dental coverage, but later loses coverage in his/her alternate insurance plan, may resume coverage under the Board's plan, subject to rules and regulations of the insurance carrier.

I. The Board agrees to establish an IRC Section 125 plan: a medical flexible spending account and a dependent care flexible spending account.

ARTICLE 19

MISCELLANEOUS PROVISIONS

A. 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 provisions or application shall not be deemed to be valid and subsisting except to the extent permitted by law, and all other provisions or applications shall continue in full force and effect.

B. Copies of this Agreement shall be posted on the district website.

C. Notices under this Agreement shall be given by either party to the other by U.S. Mail, fax or electronic copy as follows:

To the Board:	1755 Amwell Road Somerset, New Jersey 08873
---------------	--

To the Association President:	Any correspondence from the Board to the Association shall be sent to the FTEA office, the address of which shall be provided to the Director of Personnel by September 25th of each year of the Agreement.
-------------------------------	---

ARTICLE 20

TEACHER WORK YEAR

A. The work year for teachers shall be 183 days, which shall include up to 180 days for instruction, one (1) day of pre-service orientation; one (1) day as the Board deems appropriate and the remaining days dedicated to staff in-service between Labor Day and June 30th. Beginning in 2016-17 the work year for teachers shall be 184 days, which shall include up to 180 days for instruction, one (1) day of pre-service orientation; one (1) day as the Board deems appropriate and the remaining days dedicated to staff in-service between Labor Day and June 30th. The Board shall not schedule more than 180 instructional days and shall add additional days only if needed to make up for days lost due to inclement weather or other emergency school closings. Teachers new to the district shall spend up to five (5) additional days in pre-service orientation, inclusive of one half-day for FTEA orientation; and may be scheduled for up to nine (9) one-hour professional development sessions after the conclusion of their regular work day during their first full year of District employment. The Wednesday before Thanksgiving will be an early release day.

B. Should it be necessary to schedule make-up days due to emergency closing of schools in order to achieve 180 days of instruction, such days shall be scheduled after consultation with the association. Teachers shall not receive additional compensation for such additional days.

C. A committee, designated by the Association, shall make recommendations to the Superintendent concerning the school calendar.

D. In the event the Superintendent determines that a change in the Board approved calendar is necessary, the proposed change shall be discussed with the President of the Association prior to making a recommendation to the Board.

E. The Athletic Trainer will be released in June when his/her regular duties are finished, but no earlier than five (5) days following the last athletic event and only with the approval of the Director of Athletics.

F. 11-Month Employees

1. The district shall employ certain staff in an 11-month capacity. As of the dates below, new hires to these positions will be 11-month employees. These positions include:

- School Social Workers, as of July 1, 2002
- School Psychologists, as of July 1, 2002
- Learning Disabilities Teacher-Consultants, as of July 1, 2002
- Two (2) Speech and Language Specialists
- All Secondary School Counselors, as of July 1, 2012
- All Student Assistance Counselors, as of July 1, 2015
- All Athletic Trainers, as of July 1, 2015
- Attendance Officers, as of July 1, 2015

2. All 11-month schedules shall include the traditional September – June schedule worked by 10-month teachers employed in the District. 11-month employees shall work 205 days in 2015-16 and 206 in 2016-17 and subsequent years.

3. The annual salary for each 11-month employee shall be increased by 11.89%.

4. All 11-month employees shall receive one additional sick day per year, for a total of 11 sick days annually.

G. Child Study Team Positions

1. Child Study Team (“CST”) members employed by the Board before July 1, 2002 shall work 10-month schedules unless they are appointed to 11-month schedules pursuant to paragraph 3 below.

2. Each 11-month CST member shall work either a “July” schedule or an “August” schedule as described herein. The “July” schedule shall work 22 days starting on the sixth business day after the last workday of the school year for 10-month District teaching staff members. The “August” schedule shall work 22 days ending on the sixth business day before all 10-month teaching staff members are scheduled to return to work at the beginning of the new school year.

3. The 11-month schedule for each CST member hired on or after July 1, 2002, shall be designated by administration. Any existing CST member employed by the Board before July 1, 2002, may

volunteer to work an 11-month position rather than a 10-month position, starting with the 2003-2004 school year. Any existing 10-month CST member who wishes to volunteer for 11-month employment shall submit a written request, containing a specific designation of the schedule (i.e., "July" or "August") that s/he wants to work, to the Personnel Office no later than March 31, 2003. If, in administration's discretion, the distribution of CST members' 11-month schedules must be balanced once existing 10-month CST members request 11-month schedules for 2003-2004:

a. the preferences of existing CST members for "July" or "August" will be honored in order of seniority; and

b. the schedules of CST members hired on or after July 1, 2002 shall be involuntarily changed before existing 10-month CST members' requests for particular 11-month schedules are denied. CST members hired between July 1, 2002 and June 30, 2003 shall be told of the possibility that their 11-month schedules might change in this way.

4. Tenured Speech/Language Specialists shall be given the right of first refusal on the two 11-month Speech/Language Specialist positions. In the event that tenured Speech/Language Specialists do not fill both 11-month positions, non-tenured Speech/Language Specialists may apply for the remaining available 11-month

position(s). If more than one tenured or non-tenured Speech/Language Specialist applies for the same 11-month schedule, administration shall recommend its choice(s) for 11-month employment.

5. Once any CST member is appointed to an 11-month position, s/he shall remain in an 11-month position for the duration of his/her District employment, except as described herein. Each 11-month CST member's 11-month schedule (i.e. "July" or "August") shall remain the same for the duration of his/her District employment unless changed by mutual consent of the employee and the Superintendent. If administration determines that there is a need to increase or decrease the amount of 11-month CST staffing from one year to another, it shall post the appropriate number of 10-month or 11-month positions in order to solicit requests from any CST members who wish to change from 10-month to 11-month positions or vice versa. Administration will not consider requests for such reassignment other than in response to specific postings. If, in administration's sole discretion, there is not enough need to allow the employment of every existing CST member who requests reassignment, reassignments shall be recommended based on the seniority of the CST members who made the requests.

H. Secondary School Counselors

All secondary School Counselors shall work five days immediately following the end of the school year, and five days immediately preceding the start of the following school year. Schedules will be arranged with the administration in consultation with the FTEA President. Schedules will be determined in reverse seniority order.

I. All Other 11-Month Employees (SACs, Athletic Trainers, Attendance Officers)

Each 11-month employee shall work: a pre-determined schedule, previously agreed upon by the employee and their supervisor, and approved by the Superintendent.

J. J.R.O.T.C. Instructor(s)

1. Each J.R.O.T.C. instructor shall work year round in exchange for the annual salary set forth in Article 8(I)(1). S/he will work the regular instructional day and the regular school calendar along with all other teachers; plus s/he will work all other working days between September 1 and June 30 that are not included in the "school calendar" year. The J.R.O.T.C. instructor's "school year" daily teaching load is set forth in Article 22(B)(3)(f).

2. In addition, each J.R.O.T.C. instructor's contractual work year will contain twenty-two (22) workdays each summer. During the summer months, s/he will perform "administrative" work related to the

collection/ maintenance /repair/ replacement of equipment and supplies for the program; and s/he will accompany a group of our J.R.O.T.C. students to a summer training program that takes approximately two weeks. Some of the twenty-two (22) summer workdays will be used for the summer camp/training experience. The rest of the summer work time will be used as the Principal directs.

ARTICLE 21

TEACHING HOURS AND TEACHING LOAD

A. Work Day

The regular work day for teachers at the elementary, middle, and secondary levels shall be as set forth in this section, below, subject to such express modifications and limitations as are set forth in other sections of this Article.

1. Elementary Level

a. Effective July 1, 2002, the regular workday for all teachers shall not exceed seven (7) hours and five (5) minutes. Teachers shall be required to report for work not more than thirty (30) minutes before the scheduled start of the pupil day and to remain for not more than thirty (30) minutes after the scheduled end of the pupil day, such time to be calculated as part of the regular work day; provided, however, that reporting and departure times shall not be modified so as to increase the overall work-day beyond the seven (7) hours and five (5) minute limit.

b. During the course of the school year, elementary students shall have three (3) minimum session days, during which professional staff at the elementary school shall work through the end of the regular contract day for the purposes of reporting achievement or other professional duties. The scheduling of these days shall be mutually agreed upon by the FTEA President & BOE Administration.

2. Middle School Level

a. Effective July 1, 2002, the regular work day for all teachers shall not exceed seven hours (7) and sixteen (16) minutes. The six (6) minutes added to the middle school work day as of July 1, 2002 shall be used as additional non-instructional student contact time (three (3) minutes before school and three (3) minutes after school).

b. From time to time throughout the work year, the duties of middle school counselors may require that some or all of the school counselors work later into the afternoon, and/or into the evening, past the times that their regular work days normally end. School counselors shall work these later schedules as directed by the Principal or his/her designee. When any middle School Counselor is directed to work one of these later schedules it shall be at the School Counselor's discretion to either:

i) adjust his/her starting time for the day so that working to the completion of the later schedule for the day does not result in the School Counselor working longer than the work day defined for middle school teachers in Article 21(A)(2)(a); or

ii) start and end his/her work day that day at his/her

regular times, attend the later event/perform the later work that day as directed by the Principal or his/her designee, and be paid the School Counselor evening flex rate (\$40.39 for 15-16, \$41.40 for 16-17 and \$41.40 for 17-18) for all time worked in excess of the work day defined for middle school teachers in Article 21(A)(2)(a). Middle School Counselors shall not be entitled to additional compensation for working late pursuant to option (i) above.

3. High School Level

a. Effective July 1, 2002, the regular workday for all teachers shall not exceed seven (7) hours and twenty-three (23) minutes. The fourteen (14) minutes added to the high school work day as of July 1, 2002 shall be used as additional non-instructional student contact time (seven (7) minutes before school and seven (7) minutes after school).

b. From time to time throughout the work year, the job duties of FHS School Counselors may require that some or all of the School Counselors work later into the afternoon, and/or into the evening, past the times that their regular work days normally end. FHS School Counselors shall work these later schedules as directed by the Principal or his/her designee. When

any FHS School Counselor is directed to work one of these later schedules it shall be at the School Counselor's discretion to either:

i) adjust his/her starting time for the day so that working to the completion of the later schedule for the day does not result in the School Counselor working longer than the work day defined for high school teachers in Article 21(A)(3)(a); or

ii) start and end his/her work day that day at his/her regular times, attend the later event/perform the later work that day as directed by the Principal or his/her designee, and be paid the School Counselor evening flex rate (\$40.39 for 15-16, \$41.40 for 16-17 and \$41.40 for 17-18) for all time worked in excess of the work day defined for high school teachers in Article 21(A)(3)(a). FHS School Counselors shall not be entitled to additional compensation for working late pursuant to option (i) above.

4. Itinerant Teachers

Daily workday schedules for teachers who travel between schools to teach classes will be governed by the starting time of their first instructional assignment. Within one week of the start

of each semester, the Board will notify each itinerant teacher of his/her single home base school. Travel time shall not interfere with guaranteed preparation/conference time.

B. Teaching Load

1. Elementary Level

a. Teachers at the elementary level, as defined in A.1. above, shall have a daily teaching load not to exceed five (5) hours, five (5) minutes. In addition, fifteen (15) minutes before, and fifteen (15) minutes after the student instructional day shall be designated as non-instructional student contact time.

b. Elementary teachers, as defined in A.1 above, shall have six (6) forty (40) minute preparation periods and one (1) forty (40) minute preparation/conference period in a six (6) day academic cycle for the performance of professional duties. Teachers shall be scheduled for not less than one (1) forty (40) minute period per day.

2. Middle School Level

a. All middle school teachers, as defined in A.2 above, shall have a teaching load not to exceed thirty instructional periods over five (5) days. However, teachers may be assigned no more than four (4) consecutive instructional periods in a

given day.

b. All middle school teachers shall have a daily duty assignment not to exceed one (1) period.

c. All middle school teachers as defined in A.2. above shall have one (1) preparation period and one (1) team meeting period per day. A team meeting period shall include, but not be limited to, discussion of student performance and needs team planning, parent conferencing, cross-curricular planning, staff conferencing and student conferencing.

3. High School Level

a. High school teachers, as defined in A.3. above, shall have a teaching load not to exceed twenty-five (25) instructional periods over five (5) days and no more than four (4) consecutive instructional periods in a given day.

b. High school teachers shall have a daily duty assignment not to exceed one period.

c. Teachers at the high school level who volunteer to teach a sixth (6th) instructional period shall be relieved of a duty period.

d. High school teachers shall have a minimum of one (1) preparation period per day.

e. High school teachers assigned six (6) daily teaching

preparations shall be allotted three (3) additional planning periods per week.

f. Each J.R.O.T.C. instructor's daily work schedule will include six (6) instructional periods, one (1) preparation period, one (1) duty period, and one (1) lunch period.

4. Field Trips

Teachers on field trips are not guaranteed the same lunch and preparation/conference times as otherwise established in this agreement.

5. Speech Language Specialists

a. Understanding that the nature of a Speech/Language Specialist's assignment may require him/her to perform both instructional duties and non-instructional child study team duties, any Speech/Language Specialist given such an assignment shall be guaranteed no less than two (2) three-hour blocks of time per six-day cycle that shall be free from instructional duties for the Speech/Language Specialist to perform non-instructional child study team duties. These blocks of time shall be within the Speech/Language Specialist's regular workday, excluding his/her lunch and preparation/conference periods.

b. Elementary Speech/Language Specialists shall not be

assigned to a duty. The three-hour blocks may begin at the start of the teacher workday, or end at the conclusion of the teacher workday. The Speech/Language Specialists' seventh preparation period shall be included in one of the three-hour blocks.

c. Upon mutual agreement of the Director of Pupil Personnel Services and each Speech/Language Specialist, a Speech/Language Specialist's regular workday may be adjusted from the length of the regular teachers' workday in that building to an eight-hour workday on a year-to-year basis. This option shall only apply to Speech/Language Specialists who have assigned instructional responsibilities (not to those who have 100% C.S.T. assignments). Each Speech/Language Specialist shall report for work at the same time as other teachers working in the building to which s/he is assigned; however, the Director of Pupil Personnel Services shall have the discretion to adjust each Speech/Language Specialist's daily starting time from year to year. Each eight (8) hour Speech/Language Specialist's annual salary guide salary shall be increased by 12.94%.

C. Student Support

1. Office Hours

a. All professional and/or certificated staff members at the high school and the middle school will provide one 45-minute

period (passing time plus 45 minutes) per week after school for: tutoring; contact with parents; and/or contact with students. Each staff member will choose his/her day for office hours with an attempt toward a regular schedule.

b. Coaches, music directors and other advisors are not relieved of their obligation to hold office hours. Coaches, music directors and other advisors "in season" will arrange their office hours with their building Principal.

c. Any compensated tutorial activity, including but not limited to Project Success, will commence after the staff member's office hours period.

2. Tutoring

As part of their professional responsibilities, teachers shall provide tutoring assistance to their students. Such assistance shall be at the professional discretion of the teacher with consideration to the needs of the student.

D. Changes in Working Hours

Before a change is made by the Board in the opening and closing times of schools for pupils, the Superintendent will consult with the President of the Association or a designee prior to making a recommendation to the Board.

E. Early Dismissal

1. On Fridays and days before vacations and holidays, the time teachers shall be required to remain after student dismissal shall be reduced to a reasonable period, so as not to make it necessary for teachers to remain on premises after the students depart, except for justifiable reasons.

2. Emergency conditions may require an early dismissal. Teachers shall be required to remain until their assigned students have been dismissed or alternative coverage has been arranged. Such alternative coverage must be approved by the building principal.

F. Delayed Openings

When emergency conditions require a delay in the opening of school, teachers shall report to work fifteen (15) minutes before the start of the modified student day.

G. Extended Hours

1. Emergencies

When emergency conditions require a delay in student dismissal, teachers shall be required to remain without additional compensation until their assigned students have been dismissed or the building principal has authorized alternative coverage. If teachers are required to remain more than fifteen (15) minutes past the end of the workday they shall be compensated at the class coverage rate for all time after the initial 15 minutes.

2. Weekly After-School Staff Meetings

a. Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purposes of attending a 60 minute faculty or other professional meetings on one (1) day which shall be Monday. However, when Monday is a holiday or when schools are closed due to inclement weather the staff meeting may be conducted on the next day that schools are open.

b. Such meetings shall commence within ten minutes after the dismissal of students. In the event of an emergency, a faculty meeting may be called at the discretion of the principal.

c. Coordination of weekly after-school staff meetings shall be accomplished by the establishment of a monthly meeting schedule as follows:

First Monday	Board of Education
Second Monday	Board of Education
Third Monday	Board of Education
Fourth Monday	Franklin Township Education Association
Fifth Monday	Franklin Township Education Association

d. In departments that cover more than one subject area, the Directors of those departments may schedule separate

staff meetings on Mondays and days other than Mondays for distinct subject areas. These meetings will all take place in the same week as the week when each Director would normally schedule his/her Monday staff meetings, and they will all follow the same length and starting time requirements as Monday meetings. Administration may, however, continue to schedule combined meetings for "same-subject" teachers from different buildings, provided that such meetings do not exceed the obligations set forth in Article 21:G-3(a) above. No staff meetings will be scheduled on Fridays. The day of the week when each subject area meets will remain constant throughout the school year; and each Director will give his/her separate subjects areas written schedules for these staff meetings by September 1st.

4. Parent Conferences

a. All elementary teachers will attend one session of Parent/Teacher conferences that will span five days per year. This will include two (2) evenings and three (3) days. All secondary teachers shall have two (2) parent/teacher conference sessions. The "fall" session will be scheduled over two (2) evenings and one day. The "spring" session will be held over one (1) day and one (1) evening. Days on which evening parent

conferences are held shall be minimum instructional days for teachers and students.

i. The Board agrees to contact the Franklin Township Police Department to seek police coverage at least three (3) weeks prior to the date of the respective evening conferences and Back-to-School Nights.

ii. The Board shall provide the Association with written verification of the notice and posting with the police department.

iii. The Board shall notify the Association in writing when police coverage is confirmed.

iv. In the event the police department fails to provide police coverage for any of the evening conferences and Back-to-School Nights, the Board shall provide district security staff.

b. During Parent-Teacher Conference weeks, teachers may schedule parent conferences within the school day. Teachers may vary their conference schedule in order to best meet the needs of the parents. Schedules are subject to administrative approval.

c. Whether on an evening or day schedule, teachers shall be released when their parent-teacher schedule is complete

for any particular day.

5. Back to School Nights

All teachers shall be required to attend one (1) Back to School Night each school year. Child study team members must attend back-to-school nights at one school as assigned by their supervisors in conjunction with the respective building principal. In the event that Back to School Night is scheduled on a Monday, no staff meetings shall be held on that day.

6. High School Graduation

The Board may require up to thirty-five (35) members of the high school staff to assist at high school graduation. These assignments shall be filled by posting for volunteers. In the event that there are more than thirty-five (35) volunteers, the High School Principal shall have the right, in his sole discretion, to select those individuals he wishes for the assignment. In the event that there are an insufficient number of volunteers to meet the need, the High School Principal shall have the right to designate individuals for this assignment. Individuals assisting at high school graduation shall be compensated \$67.37 for a maximum of two (2) hours participation in 2015-2016 with an increase to \$69.05 in 2016-2017, and \$69.05 in 2017-2018.

7. Concerts & Dances

District security staff will be on duty during concerts and dances.

H. Lunch

All teachers shall be provided a duty-free lunch period equal in duration to the lunch period established for pupils in the school to which each teacher is assigned. Elementary (Pre K – 6) teachers will be guaranteed a 30-minute duty-free, non-student-contact time uninterrupted lunch period, excluding student passing time. Teachers shall be permitted to leave the school building during lunch period provided notification is given to the building principal before leaving the school.

I. Other Duty Assignments

Teachers may be additionally assigned to bus, cafeteria, corridor and playground supervision duties provided that such assignments do not conflict with the lunch period and preparation period provisions of this Article or result in additional working time in excess of the workday provisions of this Article. A list of additional types of duty assignments shall be jointly developed by each building Principal and the F.T.E.A., and posted by building administration before the start of each school year. Building teachers may submit duty assignment preferences by a specified deadline date prior to building administration's assignment of duties for the school year. Teachers' duty assignment preferences will be given consideration; but where in a Principal's discretion, building needs supersede a teacher's particular request, the Principal shall have the discretion to assign another duty as

s/he sees fit. Any school's list of additional duty assignments may be jointly revised during the year. No such assignments shall be made unless reasonable and necessary for the effective operation of the school. No make-work assignments shall be established under this provision. Grievances arising under this provision shall receive final disposition at Level four (4).

J. Staggered Scheduling

1. The Board of Education reserves the right to establish staggered staff schedules to facilitate the scheduling of educational programs and services for students. Staggered schedules shall not result in workdays and/or workloads for teachers which exceed the established limits of this Agreement.

2. The Board reserves the right to adjust the staggered schedules as needed to conform with transportation contracts; however, in no event shall the starting time be before 7:00 a.m. or after 10:00 a.m.

K. School Week

For purposes of this Contract the term "school week" shall mean the number of days in the rotational schedule (e.g. A-F).

L. Minimum Instructional Session Day

1. Throughout the school year, certain instructional and non-instructional school activities may be scheduled outside the regular

workday to facilitate parent and staff participation. When these activities require the dismissal of students after the minimum instructional day prescribed by New Jersey Administrative Code, the regular teacher workday shall be adjusted for participating staff members as follows:

2. Teachers shall be required to report for work no more than ten (10) minutes before the scheduled start of the pupil day and to remain no more than 10 minutes after the scheduled end of the pupil day, but teachers may leave before ten minutes at the end of such days if the buses arrive and are loaded before that time.

3. Student instruction and supervision time shall be no more than four (4) hours.

4. Teachers shall be provided a duty-free lunch period equal in duration to the lunch period established for pupils in the school to which the teacher is assigned.

M. F.H.S. Printing Duty

1. Franklin High School may utilize a teacher to perform printing services for the benefit of the high school. The F.H.S. Printer will perform his/her printing duties during his/her daily duty period, and that work shall constitute his/her daily duty as contemplated by Article 21(B)(3)(b) of the Agreement. The work may be performed at times outside of the Printer's contractual workday at the Printer's

discretion.

2. Each school year that this position is used, F.H.S. will have an "account" of 130 hours of work time to allocate for the Printer, and the Printer will be responsible to perform that amount of work on the layout and production of printed materials as directed by the Principal or his/her designee. In order for such work to be counted against the F.H.S. annual account it must be approved in writing and in advance by the Principal or his/her designee on a form developed in the building for this purpose. Before the Principal or his/her designee directs the Printer to perform any work contemplated by this Agreement, the Printer shall indicate or confirm in writing the amount of time the work will take on the approval form.

3. Because this layout and production of printed materials requires a certain level of specialized knowledge and skill, the Printer shall receive a pensionable enhancement to his/her contractual guide salary for his/her performance of the work. The enhancement shall be calculated as: (class coverage rate for the school year) x (# of instructional days for teachers) x (0.5). This salary enhancement will be prorated to reflect the portion of any school year that the Printer actually works in this position.

ARTICLE 22

TEACHER EMPLOYMENT

A. Any teacher new to the Franklin Township Public Schools may be given credit for prior service. The types of prior service that can be considered for credit and the related limitations are as follows:

1. Teaching experience in any public or approved private school, any college or university, and any other employment by an agency, company, or other entity where the new teacher was required to: prepare lesson plans, deliver instruction, and assess pupil progress. Prior teaching experience, as defined in this paragraph, may be considered without limit. Part-time teaching experience will be calculated on an hourly, daily, monthly, etc. basis, added together, and credited at the full-time equivalent.

2. Full-time non-teaching experience that is directly related to the assigned teaching position may be credited without limit ("full-time" is established to be no less than twenty five (25) hours per week for no less than six (6) months). Less than full-time positions that are directly related to the assigned teaching position may be combined and credited to a maximum of five (5) years of the full-time equivalent. The Superintendent of Schools with Board approval may grant credit for this type of service. The Superintendent shall determine whether or not any given non-teaching experience is related

to teaching only at the time of initial employment.

3. In no event shall a combination of prior teaching experience and prior non-teaching experience add up to more experience credit than the number of years that have passed between the time the new teacher graduated from college and the date his/her District employment is to begin. Any teacher new to the Franklin Township Public Schools may be given credit given for prior service as described above. However, they shall not be placed on any super max step.

4. Active military and/or Peace Corps service up to a maximum of four (4) years after presenting evidence of honorable service.

5. National Teacher Corps and/or VISTA service up to a maximum of one (1) year of credit.

B. Teachers employed prior to January 1st shall be notified of their contract and salary status for the succeeding school year by April 30th or the date specified in N.J.S.A. 18A:27-10, including any revisions made by the State, whichever is later.

C. Teachers previously employed in the Franklin Township School District shall, upon being re-employed therein within five (5) years of the date of original leaving, be credited with unused sick leave days previously earned in the District up to a maximum of thirty (30) days.

D. Teachers hired to fill a position which is vacant or a position in which the regularly assigned teacher is on leave of absence shall be given contracts and receive all benefits under this Agreement.

ARTICLE 23

TEACHER ASSIGNMENT

A. 1. Teachers shall receive a written notice of their employment status and tentative class, subject, salary and buildings assignment for the following year by April 30, or the date specified in N.J.S.A. 18A:27-10, including any revisions made by the State, whichever is later, subject to administrative change in the event of emergency or material change in circumstances.

2. In the event that positions are assigned for summer employment of department chairpersons, librarians, guidance counselors, and ten (10) month C.I.E. coordinators, then notice of those assignments shall be given by April 30, or the date specified in N.J.S.A. 18A:27-10, including any revisions made by the state whichever is later.

B. Staff who are required to use a personal vehicle to carry out a job assignment will be reimbursed at the maximum IRS rate allowed per mile for use of their automobiles for school business when approved by the Superintendent.

C. 1. Generally a teacher shall not be required to transport children in the teacher's own vehicle. If a teacher is so required, the Board will pay a portion of the premium on liability coverage for said

teacher's vehicle as herein set forth.

2. Any teacher whose assignment requires the transportation of students in a personal vehicle must file a Certificate of Insurance with the Secretary of the Board of Education, providing \$100,000/\$300,000 Liability Insurance and proper classification for this purpose. Upon approval by the Superintendent of Schools, the teacher will receive up to \$175.00 reimbursement to bring the present insurance coverage up to the Board's requirement.

D. In the event of teacher absence, effort will be made to hire a regular substitute; however, in those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to substitute. Such assignments shall be made equitably with consideration to administrative feasibility. Any teacher assigned to substitute during the normal preparation period will be reimbursed at the rate of \$32.25 per period for 2015-2016, \$33.06 per period for 2016-2017 and \$33.06 per period for 2017-2018 in addition to the regular salary. No teacher shall be directed to assume a teaching assignment during the normal preparation period for more than five (5) consecutive days in the same specific assignment.

E. Teachers assigned to crowd control will be reimbursed at the rate of \$93.95 per event for 2015-2016, \$96.30 per event for 2016-2017,

and \$96.30 per event for 2017-2018.

F. Mentor Teachers

1. Any teacher may be assigned to act as a mentor, however, the Board agrees to give first consideration to tenured teachers who express interest in such an assignment.

2. All vacancies for mentors shall be posted.

3. In selecting mentors, consideration will be given to assigning a mentor to a provisional teacher in the same discipline and/or the same school. Common planning time shall be arranged where possible between the mentor and the mentee.

4. The mentee shall be granted time during duty periods for the first three months to observe other teachers.

5. Both the mentor and the provisional teacher shall be provided with policies of the Board concerning mentoring and the mentoring regulations adopted by the Department of Education.

6. Mentors will receive payment at the State proposed rate, currently \$550, from the Board in a lump sum. The same amount will be deducted from the salary of the provisional teacher for reimbursement to the Board to the extent allowed by law.

7. If the teacher is approved to return to the district for their third year of employment, and mentor fees were deducted from his/her salary, the Board of Education shall reimburse the mentoring

fees previously deducted. The reimbursement to the mentee shall be made on or about October 1st of the third year of employment, providing that the teacher has not submitted a pending letter of resignation.

8. The provision for reimbursement of mentoring fee will apply to all teaching staff members commencing employment on or after September 1, 1998. (Vouchers will be needed)

G. ITV Instructional Teachers

1. If the ITV course includes two schools and less than twenty students, then there will be a \$1175.60 stipend for 2015-2016; a \$1204.99 stipend for 2016-2017; and a \$1204.99 stipend for 2017-2018.

2. If three schools or more than twenty students, then there will be a \$2351.21 stipend for 2015-2016; a \$2409.99 stipend for 2016-2017; and a \$2409.99 stipend for 2017-2018.

3. If three schools and over 30 students or four schools and any number of students, then there will be a \$3526.81 stipend for 2015-2016; a \$3614.98 stipend for 2016-2017; and a \$3614.98 stipend for 2017-2018.

H. Emergency Class Coverage

1. The Board and the Association recognize that there occur situations of an emergent nature when a position at the secondary

level is vacant and a replacement teacher is not immediately available. In such circumstances, the parties agree to allow for volunteer teacher coverage. Such coverage shall be for a period no longer than one month and shall be compensated at the rate of 1/5 of 1/200 (1/1000) of the covering teacher's salary. Volunteers shall be chosen on a rotating basis with seniority determining the order of rotation.

2. In the absence of a volunteer(s) the Personnel Director shall assign coverage on a rotating basis with reverse seniority determining the order of rotation. Such coverage shall occur on the teacher's prep period.

3. The Director of Personnel must notify the Association in writing of the position to be covered and the emergent circumstances requiring such coverage.

4. In the event that additional coverage is needed, then on a monthly basis, the Director of Personnel shall provide to the Association either, (1) evidence of a continuing good faith effort that resulted in an unsuccessful attempt to fill the position with a qualified candidate during the previous month, or (2) evidence of an accepted offer to fill the position for which the candidate will not be available while the candidate fulfills the 60 day obligation to his/her present employer.

5. The teacher serving the coverage shall be given the first

opportunity to continue in the position.

I. Non-Emergency Sixth Periods

1. The Board and the Association recognize that there occur situations when a position at the secondary level is vacant and it is not practical to hire a one-fifth teacher. In such circumstances, the parties agree to allow for volunteer "6th period" coverage within the department. One non-emergency 6th period per year shall be allowed in each of the following thirteen (13) academic departments:

- a. Art;
- b. Business Education;
- c. Drama & Television Production;
- d. English;
- e. E.S.L. & Bilingual Education;
- f. Family & Consumer Science;
- g. Industrial Arts & Technology Education;
- h. Mathematics;
- i. Music;
- j. Resource Center & In-Class Support;
- k. Science;
- l. Social Studies; and
- m. World Languages.

In addition, up to three (3) extra non-emergency 6th periods per

school year may be assigned in the District in any of the departments listed above.

2. The annual salary of the covering teacher shall be increased by 1/5 of his/her annual guide salary, which shall be pensionable and prorated for any portion of a year worked in the 6th period assignment. Volunteers shall be chosen with seniority determining the assignment of this position. In the absence of a volunteer, the Personnel Director shall assign this 6th period position using reverse seniority to determine the assignment. This 6th period class will take place during the teacher's preparation/conference period.

ARTICLE 24

TRANSFER OF TEACHERS

A. 1. A teacher who desires a change in assignment shall file a written request with the Superintendent by May 15th. Such written request shall be acknowledged by the Superintendent. The request shall be renewed each year should the teacher continue to desire a transfer.

2. In the case of proposed involuntary transfer, the same shall be discussed with the teacher involved prior to such transfers.

B. No reprisals shall be taken against teachers as a result of a request for transfer.

C. Involuntary Transfers

1. Written notice of involuntary transfers or reassignments shall be given to teachers as soon as practicable and except in cases of emergency not later than May 15th. In cases of emergency involuntary transfers, written notice shall be given explaining the nature of the emergencies. Teachers being involuntarily transferred or reassigned from their present positions shall have preference over those seeking voluntary transfers or reassignments in regard to their recorded preferences among those positions which are vacant providing that their preferences are acceptable to the Superintendent.

2. In addition to written notification, teachers will be afforded

the opportunity for meetings with their immediate supervisors prior to the close of the school year to discuss the reasons for the involuntary transfers.

3. Teachers may elect to appeal involuntary transfers to the Superintendent. Involuntary transfers are not subject to the grievance and arbitration procedures of this Agreement, except involuntary transfers that are predominantly disciplinary as may be authorized by law.

ARTICLE 25

POSTING OF VACANCIES - TEACHERS

A. The Superintendent shall post electronically, lists of all known vacancies in teaching positions (including special education positions), hourly positions and extra curricular positions as they occur. An electronic copy of such lists will be sent to the association. Technical vacancies, i.e., those created through the upgrading of an existing position, shall not be subject to the posting requirements of this Article.

B. Where special qualifications are required for the vacant position, such qualifications shall be listed on the notice of vacancy.

C. Teachers who desire to apply for a specific position that may become vacant and be filled during the summer when school is not in session shall request such consideration in writing to the Superintendent by June 15. The request shall include an address where the teacher can be reached during the summer. The Superintendent shall notify such teacher of any vacancy in that position during the summer. Such notification shall be given no less than ten (10) business days before the final date of applications. In addition, the Superintendent shall post all announcements of vacancies to be filled during the summer period at the administration office. A copy of said announcements shall be sent electronically to the Association as set forth in Article 43D of this Agreement.

D. Teachers who desire to apply for such vacancies shall submit their applications to the Superintendent in writing, within the time limit specified in the notice. Applicants who are not to be interviewed for said vacancies shall be notified as soon as practicable.

E. All teachers shall be provided the opportunity to make applications. No positions will be filled until at least ten (10) business days after the posting of the vacancy and notice of the vacancy is sent to the Association and until all properly submitted applications have been considered. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board when all other factors are substantially equal except as provided for in Article 25, Paragraph C.

F. Summer school and annually appointed positions, including clubs and stipend positions, will not be posted if it is the administration's intent to reappoint the person currently holding the position. Evaluations for annually appointed positions for people who will not be reappointed to such positions will be provided within 30 days of the end of the activity.

G. Summer positions, if posted, shall be posted by May 15th with the exception of non-locally funded positions.

H. If the Superintendent approves a request for one or more additional sections, classes, or other openings, in a position that was broadly listed in an earlier spring or summer posting as "open" or "anticipated" for the new school year, and does so within twenty-one (21) calendar days after

the fall re-opening of school at the building level involved, the additional sections, classes, or other openings do not need to be re-advertised. If the additional sections, classes, or other openings are approved by the Superintendent more than twenty-one (21) days after the re-opening of school, or if they are in positions that have not been broadly listed in a previous spring or summer posting for the upcoming school year, then the additional sections, classes, or other openings will be posted after the Superintendent approves them.

ARTICLE 26

SABBATICAL LEAVES - TEACHERS

A. A sabbatical leave may be granted to a teacher by the Board, subject to the following conditions:

1. The teacher must have completed at least seven (7) consecutive years of full-time service in the Franklin Township School District.

2. Sabbatical leaves shall be granted for one (1) year.

3. No more than three (3) members of the teaching staff shall be granted a sabbatical leave in any one (1) year.

4. Applications for sabbatical leave shall comply with a format prescribed by the Board which shall include a statement of purpose and a plan for the study or travel proposed.

5. Applications for sabbatical leave shall be submitted to the Superintendent no later than December 15th of the year preceding the year of the requested leave.

B. The Superintendent shall submit to the Board for approval the list of qualified applicants no later than the first February meeting of the Board.

C. Candidates will be notified of the status of their applications no later than February 15th.

D. Acceptance of the leave must be submitted in writing by the candidate no later than March 1st.

E. Sabbatical leave for one (1) full year shall be granted for study or travel and the salary to be paid shall be fifty percent (50%) of the salary which the teacher would have earned had the teacher remained in active service.

F. No sabbatical leaves shall be granted for one-half (1/2) year periods.

G. Any teacher granted a sabbatical leave of absence must agree in writing to continue working in the Franklin Township School System for at least two (2) years following the expiration of the sabbatical leave.

H. Within sixty (60) days after conclusion of the sabbatical leave, a written report of accomplishments during the leave will be submitted to the Superintendent.

I. No employee granted a sabbatical leave shall knowingly violate the terms established for the sabbatical leave.

ARTICLE 27

PERSONAL AND ACADEMIC FREEDOM - TEACHERS

A. The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly prevent the employee from performing properly the assigned functions during the work day.

B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee providing said activities do not violate any local, state or federal law.

ARTICLE 28

POSITIONS COMPENSATED AT AN HOURLY RATE - TEACHERS

A. All teachers employed for summer school, homebound instruction, other supplemental instruction, curriculum development, and such other activities as listed below shall be compensated at the approved hourly rate.

B. All vacancies in hourly positions shall be posted as provided in Article 25 (Posting of Vacancies – Teachers).

C. The approved hourly rate for summer school shall be \$52.67 per hour for 2015-16, \$53.99 per hour for 2016-17, and \$53.99 for 2017-18.

D. The approved hourly rate for homebound instruction, other supplemental instruction, and/or being a presenter at any in-District professional learning activity or other staff development authorized by the Superintendent outside of the contractual work day/work year shall be \$49.35 per hour for 2015-16, \$50.58 per hour for 2016-17, and \$50.58 for 2017-18.

E. The approved hourly rate for curriculum development, and/or attendance at any in-District professional learning activity or other staff development authorized by the Superintendent outside of the contractual work day/work year as funds may be available, shall be \$38.91 per hour for 2015-16, \$39.88 per hour for 2016-17, and \$39.88 for 2017-18. The hourly

rate for curriculum and/or staff development shall not apply when teachers are relieved from their regular contractual duties for curriculum and/or staff development activities either by providing an in-service day, a shortened school day, or a substitute.

F. Field Trips

1. To maintain daily instructional continuity, teachers are encouraged where feasible to schedule single-day curriculum or program related field trips on weekends.

2. Teachers assigned to participate in weekend field trips shall be compensated at the "homebound/other supplemental instruction" rate set forth in paragraph (D) above. Compensated time shall begin when the group departs from the common gathering point, and shall end thirty (30) minutes after the group returns to the common gathering point. Compensated time may be extended in cases of emergency upon verification by the Principal or Director.

3. These "weekend field trip" provisions do not apply to trips taken as part of any stipended position (e.g. band, choir, Model U.N., etc.).

G. Suzuki Violin, Family Math, and Family Science programs shall be compensated at the "homebound/other supplemental instruction" rate set forth in paragraph (D) above.

ARTICLE 29

SECRETARIAL CONTRACT YEAR

A. The contract year for twelve-month Secretarial employees shall begin on July 1 and end on June 30 annually. It shall include all working days exclusive of holidays, leave and vacation days as approved under the terms of this Agreement.

B. The work year for ten and one-half (10 1/2) month Secretarial employees shall include the last ten (10) working days in the month of August and all working days for September 1 to June 30 exclusive of holidays and leave days as approved under the terms of this Agreement.

C. The work year for ten (10) month Secretarial employees shall include all working days from September 1 to June 30 exclusive of holidays and leave days as approved under the terms of this Agreement.

D. The work year for eleven (11) month Secretarial employees shall be the same as designated for ten (10) month employees as noted in the provisions of Paragraph C, and an additional eighteen (18) working days during the month of July and/or August as designated by the Secretarial employee's supervisor.

E. A contract may be issued to any ten (10) month Secretarial employee employed beyond the normal contract period by mutual agreement at a rate of 1/200 of the contract. Any work performed beyond

the ten (10) month period for ten (10) month Secretarial employees shall be compensated at a rate of 1/200 of their contracts.

F. A contract may be issued to any ten and one-half (10 1/2) month Secretarial employee beyond the normal contract period by mutual agreement at a rate of 1/210 of the contract. Any work performed beyond the ten and one-half (10 1/2) month period for ten and one-half (10 1/2) month Secretarial employees shall be compensated at a rate of 1/210 of their contracts.

ARTICLE 30

HOLIDAYS - SECRETARIES

A. Secretarial employees shall work the contract year except twenty (20) days as designated by the Superintendent of Schools based on the school calendar for twelve (12) month employees and nineteen (19) days as designated by the Superintendent of Schools based on the school calendar for ten (10), ten and one-half (10 1/2) and eleven (11) month Secretarial employees.

B. The Association shall submit a recommended list of holidays to the Superintendent for review. The Board and the Superintendent will make all reasonable efforts to follow the recommended list if practical when formulating the school calendar.

C. Secretarial employees shall have legal holidays scheduled in conjunction with the school calendar.

D. Secretarial employees are expected to be on duty when offices are open except those days designated under the terms of this Agreement and approved personal leave and vacation days.

E. During the minimum session day before Thanksgiving, school secretaries may leave forty-five [45 minutes] after the busses leave or earlier at the discretion of the principal, except in the case of an emergency such as when students are still in the building. In the case of student or

work emergencies the time may be extended at the discretion of the principal if the secretary is deemed necessary.

F. During the minimum session day before Thanksgiving secretaries in administrative buildings may leave forty-five [45 minutes] after all busses have left from all schools or earlier at the discretion of their supervisor, except in the case of an emergency or when their job responsibilities preclude leaving. In the case of student or work emergencies the time may be extended at the discretion of the supervisor if the secretary is deemed necessary.

G. Secretarial employees shall be granted professional day(s) to attend the annual N.J.E.A. convention, but only if they provide prior notice to their supervisors and proof of attendance for the day(s). Absence from work on either or both days that is not supported by proof of convention attendance will either be recorded as personal/floating holiday/vacation day(s), or docked pay if none of those are available. As long as prior written notice of an employee's intent to attend the N.J.E.A. convention is given to the employee's supervisor, these professional days shall not be denied.

ARTICLE 31

VACATIONS - SECRETERIES

A. Vacation for twelve (12) month Secretarial employees will be as follows:

1. During the first year of employment, five (5) days granted after six (6) months of service prior to July 1 of any year and add one (1) additional day's vacation for each month of service in addition to the six (6) months, but the total vacation shall not exceed eleven (11) days in all. This policy applies to twelve (12) month Secretarial employees only.

2. Eleven (11) days granted after each additional year of service prior to July 1 of any year.

3. Sixteen (16) days granted after five (5) years of service prior to July 1 of any year.

4. Twenty one (21) days granted after ten (10) years of service prior to July 1 of any year.

B. Vacation for eleven (11) month Secretarial employees shall be six (6) days. However, the Board may, at its option, return such employees to ten (10) month status.

C. Vacation for ten (10) or ten and a half (10 ½) month secretaries shall be one day.

D. Experience credit shall be given to a ten (10) month Secretarial employee toward vacation as a twelve (12) month Secretarial employee when the employee changes to a twelve (12) month position, on the basis of 83 1/3% of the total time in service.

E. Vacation schedules must be approved in advance by the immediate supervisor, and the appropriate administrator. Such approval shall not be unreasonably withheld.

F. Vacation shall accrue effective the July 1 immediately following the school year in which it is earned and shall be used during the school year in which it accrues. Unused vacation time shall not accumulate from year to year except that a Secretarial employee who is unable to use vacation in the year accrued because a decision of management prevents timely use shall be permitted to carry vacation over for one year after the school year in which it accrues.

ARTICLE 32

SECRETARIAL HOURS OF WORK

A. Full time secretarial employees will work thirty-five (35) hours, fifty (50) minutes per week.

B. All secretarial employees shall be entitled to a ten (10) minute break in the morning and all secretarial employees shall also be entitled to a ten (10) minute break in the afternoon.

C. Lunch for secretarial staff shall be one hour unpaid time in addition to the seven hour, ten (10) minute paid day for a total day of eight hours, ten (10) minutes. At the request of an individual secretary and the consent of the administrator, the lunch may be reduced by half an hour, reducing the day to a total of seven hours, forty (40) minutes.

D. Overtime is defined to mean hours worked over the first thirty five (35) hours, fifty (50) minutes per week. Overtime performed on weekdays and Saturdays shall be compensated at 1 1/2 times the hourly rate. Overtime performed on Sundays and Holidays shall be compensated at 2 times the hourly rate.

E. The regular contract rate is computed as follows:

10 month worker:	1 hour/7 hours, 10 minutes of 1/200
10 ½ month worker:	1 hour/7 hours, 10 minutes of 1/210
11 month worker:	1 hour/7 hours, 10 minutes of 1/218
12 month worker:	1 hour/7 hours, 10 minutes of 1/240

F. Emergency Closing

1. When schools are closed, due to inclement weather or to conditions that are deemed deleterious to district personnel beyond the number of days built into the school calendar, secretarial employees shall be required to work those additional instructional make-up days, established by the BOE. However when secretarial employees report to work on a previously designated secretarial holiday, each secretarial employee shall be entitled to an additional half of a floating holiday. This additional floating holiday is subject to all floating holiday rules and requirements. Secretarial employees that do not report to work will be charged for a personal or vacation day.

2. The secretarial employees represented by the bargaining unit, except those deemed essential, shall be permitted to be absent from work without loss of pay or personal days.

3. For the purposes of this provision the following positions are essential: Switchboard Secretary, Maintenance Secretaries, and Transportation Secretaries.

G. Any employee who is assigned to work on inclement weather days pursuant to this section shall be granted compensatory time off, at a time approved by the immediate supervisor and by the Superintendent of Schools.

H. In the event of a delayed opening, school secretaries shall have their normal starting time adjusted by the amount of delayed opening time for their building, unless their starting time is later than the delayed opening time. Secretaries whose normal starting time is later than or near to the delayed opening time at schools shall not receive a delayed opening, since this issue is primarily personal safety and not minutes of work. Secretaries assigned to buildings other than schools shall report to work by the time of the earliest school opening, unless their normal starting time is later. Exceptions to the above shall be as listed in Article 12(F).

I. During emergency early dismissals, school secretaries may be entitled to leave one (1) hour after the buses, or earlier at the discretion of the principal. In the case of student or work emergencies, the time may be extended at the discretion of the principal if the secretaries deemed necessary. During emergency early dismissals, secretaries in administrative buildings may be entitled to leave one hour after all buses have left from all schools, or earlier, at the discretion of their supervisor, except in the case of an emergency or when their job responsibilities preclude leaving. In the case of student or work emergencies the time may be extended at the discretion of the supervisor if the secretary is deemed necessary.

J. Emergencies

1. During a time of catastrophic emergency, or a declared state of emergency within the township, if hazardous conditions arise

that are deemed deleterious to the safety of district personnel, the Secretarial staff shall not be required to report to work.

2. If building environmental conditions deteriorate to dangerous levels, the Superintendent shall be empowered to dismiss all remaining staff.

ARTICLE 33

EMPLOYMENT AND TERMINATION OF SECRETARIES

A. Employment

1. Vacancies in new and existing positions, together with qualifications, shall be posted electronically, not later than two (2) weeks before the final day for applications for the position. All applicants for new or promotional positions must apply in writing.

2. All outside applicants and present employees seeking a position on a higher grade level, indicating an interest in a vacant position shall be given a written examination appropriate to the position.

3. The internal applicants who receive satisfactory scores on the written examination shall be interviewed for the position. The successful candidate will come from all interviewed applicants, who may or may not be currently employed by the Board of Education.

4. If the Superintendent approves a request for one or more additional sections, classes, or other openings, in a position that was broadly listed in an earlier spring or summer posting as "open" or "anticipated" for the new school year, and does so within twenty-one (21) calendar days after the fall re-opening of school at the building level involved, the additional sections, classes, or other openings do not need to be re-advertised. If the additional sections, classes, or

other openings are approved by the Superintendent more than twenty-one (21) days after the re-opening of school, or if they are in positions that have not been broadly listed in a previous spring or summer posting for the upcoming school year, then the additional sections, classes, or other openings will be posted after the Superintendent approves them.

B. Termination

Secretarial employees may have their contract terminated either by two (2) weeks notice given by the employee or two (2) weeks notice given by the employer. Two (2) weeks pay may be given in lieu of notice.

C. Notice

Secretarial employees shall be notified of their contract and salary status for the succeeding school year no later than May 15.

ARTICLE 34

TRANSFER AND REASSIGNMENT OF SECRETARIES

A. Voluntary Transfer

1. No later than five (5) working days following the known availability of any secretarial position, all secretarial shall be circularized regarding the opening.

2. Secretarial employees who desire a change in rank and/or assignment or who desire to transfer to another building may file a written statement of such desire at any time with the Superintendent. Such statement shall include the rank, position, and the school or schools to which the person desires to be transferred, in order of preference.

3. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the best interest of the school system.

4. No reprisals shall be taken against any Secretarial employees as a result of a request for a transfer and no such request shall be denied arbitrarily or capriciously. The Board reserves the right to determine what is in the best interest of the school system and the same shall not be arbitral.

B. Involuntary Transfer

1. Notice of an involuntary transfer or reassignment shall be given to Secretarial employees at least ten (10) working days prior to transfer except in cases of emergency.

2. When an involuntary transfer or reassignment is necessary, a secretarial employee's area of competence, length of service in the Franklin Township School District, length of service in the particular school building, and other relevant factors shall be considered in determining which secretarial employee is to be transferred or reassigned.

3. An involuntary transfer or reassignment shall be made only after a meeting between the secretarial employee and his/her immediate supervisor, at which time the secretarial employee shall be notified of the reason thereof. In the event that a secretarial employee objects to the transfer or reassignment at this meeting, upon the request of the secretarial employee, the Superintendent shall meet with the secretarial employee. The secretarial employee may, at the employee's option, have an Association representative present at such meeting, and the final decision on reassignment shall be subject to the Grievance Procedure, and subject to advisory arbitration only.

C. Secretarial employees temporarily assigned to a position in a job classification higher than their own will, if such temporary assignment has been approved by the Superintendent, be compensated at the higher

classification rate.

ARTICLE 35

REDUCTION IN RANK OR JOB CLASSIFICATION - SECRETARIES

A. Secretarial employees will not be reduced in rank or job classification without just cause.

B. Any secretarial employee reduced in rank or job classification may request and receive from the Superintendent reasons for such reduction.

C. It is the exclusive responsibility of the Board of Education and its administrative staff to determine the job content and the applicable requirements for job performance, such as education, experience and skill. If during the term of this Agreement, it becomes necessary to change the job content of any position substantially enough to warrant a change in a secretarial employee's classification, such changed position will be slotted in the appropriate classification and the Association will be promptly furnished with a revised job description.

D. Reduction of Personnel

1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the secretarial staff when necessity dictates, provided such rights are exercised in conformity with this Agreement and the Statutes of the State.

2. Reduction of secretarial employees who are represented by the bargaining unit will be made according to seniority in classification:

a. Seniority for the purpose of this Article shall be defined as non-terminated years of employment in that classification in the district.

b. A seniority list shall be prepared by the Board and presented to the Association which includes all present bargaining unit personnel.

3. Reduction procedure of secretarial personnel who are represented by the bargaining unit will occur as follows:

a. Non-tenure employees will be laid off first where any secretarial employee who has acquired tenure and whose position has been curtailed is qualified to perform the services of the probationary clerk.

b. In the event a tenured secretarial employee must be laid off, layoff will be on the basis of seniority and classification.

c. It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the individual secretarial employee to be laid off. In the event of a disagreement concerning the layoff list, the Association shall have the right to meet with the Superintendent concerning the layoff list prior to notification of the individual secretarial employee and prior to the notification deadline.

d. Transfers made necessary under this procedure and

requests for re-transfer will be handled within the intent of Article 34 (Transfer and Reassignment of Secretaries) of the Agreement.

e. The Board shall state to the Association the reasons for determining that a reduction of staff is deemed necessary.

4. Recall

Secretarial employees shall be recalled in inverse order of layoff for position openings for which they are classified in accordance with the following:

a. A recall list shall be maintained by the Personnel Office. It shall be the secretarial employee's responsibility to maintain a current address with the Personnel Office. If the secretarial employee cannot be contacted because of the employee's failure to maintain a current address within the Personnel Office, the Board is relieved of its responsibility to notify the employee. Failure to respond to notification of vacancy or non-acceptance of an available position for which the employee is qualified shall be sufficient cause to drop the secretarial employee from the list.

b. If a position exists within the district for which the secretarial employee is qualified pursuant to this Agreement, the secretarial employee shall be notified by certified mail. Within

ten (10) days of the receipt of a written offer to return to employment, the secretarial employee shall accept the position by replying in writing or it shall be determined that the employee has declined the position.

E. If the Board finds it necessary to reduce staff by layoff, it will notify the Association sixty (60) days prior to the actual date of the layoff.

F. This entire Article shall be subject to the Grievance Procedure terminating at Level IV.

ARTICLE 36

**REIMBURSEMENT FOR ATTENDANCE
AT WORKSHOPS - SECRETARIALS**

Secretarial employees who are required by the Board of Education to attend meetings, workshops, or conferences shall be reimbursed for reasonable authorized expenses.

ARTICLE 37

PARAPROFESSIONAL HOURS OF WORK

A. Beginning with the 2015-16 school year the work year for paraprofessionals shall be 181 days which shall include all 180 student days and one professional development day which shall be on a scheduled teacher professional development day. The Board shall not schedule more than 180 student days, and shall add additional days only if needed to make up for days lost due to inclement weather or other emergency school closings.

B. Work Day

1. The workday for a full-time paraprofessional shall not exceed the length of the workday of teachers in his/her building, and in no event shall it exceed seven (7) hours, ten (10) minutes.

2. Throughout the course of the work year at the conclusion of student minimum session days, up to an additional seven hours of in-service training for paraprofessionals may be scheduled.

Paraprofessionals shall be provided no less than 4 weeks' notice of these scheduled trainings.

3. If no in-service training for paraprofessionals is scheduled on minimum session days for students, paraprofessionals may leave work 10 minutes after student buses are dismissed.

4. If paraprofessionals are required to attend training or other

meetings in addition to the required 7 hours, they shall be paid for such hours at their regular hourly rate.

5: On Fridays and days before holidays when teachers are allowed to leave work early paraprofessionals may leave the school building 10 minutes after student buses are dismissed. The Wednesday before Thanksgiving shall be an early release day

C. Paraprofessionals shall be granted two fifteen (15) minute breaks per day. One shall be scheduled in the morning and one shall be scheduled in the afternoon.

D. All paraprofessionals shall be provided a duty-free lunch period equal in duration to the lunch period established for teachers in the school to which each paraprofessional is assigned. Elementary (Pre K – 6) paraprofessionals will be guaranteed a 30-minute duty-free, non-student-contact time uninterrupted lunch period, excluding student passing time.

E. When the paraprofessional's assigned activities include significant preparatory work, the supervising teacher shall ensure that sufficient preparatory time is allocated to the paraprofessional within the time that paraprofessional is assigned to the teacher, exclusive of the paraprofessional's break time and lunchtime.

F. Paraprofessionals shall record their attendance on a sign-in/sign-out sheet.

ARTICLE 38

EMPLOYMENT AND TERMINATION OF PARAPROFESSIONALS AND ATTENDANCE OFFICERS

A. Employment

1. Vacancies in new and existing positions in the school district shall be posted not later than two (2) calendar weeks before the final date for application for the position. All applicants for new or existing positions must apply in writing.

2. If the Superintendent approves a request for one or more additional sections, classes, or other openings, in a position that was broadly listed in an earlier spring or summer posting as "open" or "anticipated" for the new school year, and does so within twenty-one (21) calendar days after the fall re-opening of school at the building level involved, the additional sections, classes, or other openings do not need to be re-advertised. If the additional sections, classes, or other openings are approved by the Superintendent more than twenty-one (21) days after the re-opening of school, or if they are in positions that have not been broadly listed in a previous spring or summer posting for the upcoming school year, then the additional sections, classes, or other openings will be posted after the Superintendent approves them.

B. Termination by Employer

Any paraprofessional subject to the terms and conditions of this Agreement may be terminated by the Board by service of notice of such termination upon the employee at least two (2) weeks prior to the effective date of termination. Two (2) weeks salary may be paid in lieu of said notice.

C. Termination by Employee

Any paraprofessional subject to the terms and conditions of this Agreement may voluntarily terminate his/her employment with the Board by serving written notice upon the Board at least two (2) weeks prior to the effective date of such termination.

D. Notification of Contract and Salary

Paraprofessionals shall be notified of their contract and salary status for the ensuing year no later than June 15th or within two (2) weeks of notification of funding status whichever is later.

ARTICLE 39

TRANSFERS AND REASSIGNMENTS OF PARAPROFESSIONALS

A. Voluntary Transfer

1. Paraprofessionals who desire a change in assignment or who desire to transfer to another building shall file a written statement of such desire by May 1st with the Superintendent. Such statement shall include the position, and the school or schools to which he/she desires to be transferred, in order of preference.

2. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual paraprofessional shall be honored to the extent that the transfer does not conflict with the best interests of the school system and no such request shall be denied arbitrarily or capriciously. The Board reserves the right to determine what is in the best interest of the school system and the same shall not be arbitrable.

3. In the event of a voluntary transfer to a different category, as noted in Article 1, a paraprofessional's seniority in the prior category shall not be transferred to the new category but shall remain in the prior category.

4. No reprisals shall be taken against any paraprofessionals as a result of a request for a transfer.

B. Involuntary Transfer

1. Notice of an involuntary transfer or reassignment shall be given to paraprofessionals as soon as practicable.

2. Paraprofessionals being involuntarily transferred or reassigned from their present positions shall have preference over those seeking voluntary transfer or reassignment in regard to their recorded preference among those positions which are vacant provided that this preference is acceptable to the Superintendent.

3. In the event of an involuntary transfer or reassignment within category, as noted in Article 1, such transfer or assignment shall be made based on the best interest of the school system with due consideration being given to the paraprofessional's seniority in position within category.

4. When an involuntary transfer or reassignment out of category is necessary, paraprofessional's area of demonstrated competency shall be considered in determining which paraprofessional is to be transferred or reassigned.

5. In the event of an involuntary transfer or reassignment to a different category as noted in Article 1, a paraprofessional's seniority in the prior category shall be transferred to the new category.

6. In the event of a reduction in force all transfers and reassignments shall be implemented in accordance with Article 37.

ARTICLE 40

VACANCIES - PARAPROFESSIONALS

Paraprofessionals hired to fill a position which is vacant or a position in which the regularly assigned paraprofessional is on leave of absence shall be given a contract and receive all benefits under this Agreement.

ARTICLE 41

REDUCTION IN FORCE - PARAPROFESSIONALS

A. The Board shall notify the Association as soon as possible, but not later than thirty (30) days prior to the reduction of the total number of paraprofessionals employed by the district. Such notice shall include the total number and the kinds of positions to be eliminated and the reasons therefore and shall include the names of the personnel to be dismissed, subject to Paragraph B of this Article.

B. Except in extraordinary circumstances, and subject to the Grievance Procedure, reductions in force shall be within category in inverse order to the total time of service in the category, those paraprofessionals with least service in the category being dismissed first. The categories are those set forth in Article 1(D). For purposes of determining service in category, those paraprofessionals employed as General Purpose Aides prior to 1976 shall have their service in that category credited to their time in the first category in which they served following recall.

C. At such time as paraprofessional positions are reestablished, paraprofessionals on RIF will be reemployed first within the category from which they were laid off in the order of previous time of service in that category. If there is no position reestablished in the category from which the paraprofessional was laid off, the paraprofessional shall be reemployed

in the other category, as positions are reestablished, after the paraprofessionals on lay-off in the other category have been reemployed.

D. Once a paraprofessional has been placed on reduction in force, the paraprofessional is considered to be on layoff. When a paraprofessional on layoff is recalled, this is not to be considered a reassignment or involuntary transfer. When a paraprofessional is recalled in the same category, as defined in Article 1, the paraprofessional retains all previous seniority in that category. If the paraprofessional is recalled in a new category, as defined in Article 1, the paraprofessional's seniority in the new category shall begin as of the date of the recall.

E. In the event a paraprofessional is recalled in a new category after being on reduction in force, the paraprofessional will retain his/her seniority in any previous category in which the paraprofessional was employed in the event that the paraprofessional reverts to the previous category.

F. A paraprofessional recalled pursuant to the terms of this article shall be in accordance with the following:

1. A recall list shall be maintained by the Personnel Office. It shall be the paraprofessional's responsibility to maintain a current address with the Personnel Office. If the paraprofessional cannot be contacted because of the employee's failure to maintain a current address within the Personnel Office, the Board is relieved of its

responsibility to notify the employee. Failure to respond to notification of vacancy or non-acceptance of an available position for which the employee is qualified shall be sufficient cause to drop the paraprofessional from the list.

2. If a position exists within the district for which the paraprofessional is qualified pursuant to this Agreement, the paraprofessional shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the paraprofessional shall accept the position by replying in writing or it shall be determined that the employee has declined.

ARTICLE 42

SENIORITY - PARAPROFESSIONALS

A. Seniority shall be computed in terms of a full workday for all employees covered by this contract beginning with their date of employment.

B. Any employees working less than a full workday shall have their seniority computed proportionately (i.e., five (5) hour employees getting 5/7 credit.)

ARTICLE 43

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2015, and shall continue in effect until June 30, 2018, subject to the Association's right to negotiate over a successor Agreement as provided by N.J.S.A. 13A-5.1.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries or Negotiations Chairperson and their corporate seals to be placed hereon, all as of the day and year first above written.

FRANKLIN TOWNSHIP EDUCATION
ASSOCIATION

By Lorri Mountainland
President

By Paul Walczyk
Negotiations Chair

Date: 7/1/15

FRANKLIN TOWNSHIP BOARD
OF EDUCATION

By Edward Potosnak
President

By Christine Danielsen
Board Member

By James Strimple
Board Secretary

Date: 7/1/15

**Schedule A-1A
Salary Guide – Teachers
–2015-2016**

STEP	BA/BS	BA/BS +20	BA+45 MA	MA+30	MA+45	Phd/EdD
1	\$49,550	\$50,237	\$50,924	\$52,266	\$53,291	\$54,716
2-3	\$50,789	\$51,476	\$52,162	\$53,505	\$54,530	\$55,955
4	\$51,814	\$52,501	\$53,187	\$54,530	\$55,555	\$56,980
5	\$53,044	\$53,731	\$54,417	\$55,760	\$56,785	\$58,210
6	\$53,710	\$54,397	\$55,084	\$56,426	\$57,451	\$58,876
7	\$55,504	\$56,191	\$56,877	\$58,220	\$59,245	\$60,670
8	\$57,451	\$58,138	\$58,825	\$60,168	\$61,193	\$62,617
9	\$61,244	\$61,931	\$62,617	\$63,960	\$64,985	\$66,410
10	\$62,884	\$63,571	\$64,257	\$65,600	\$66,625	\$68,050
11	\$65,805	\$66,492	\$67,179	\$68,521	\$69,546	\$70,971
12	\$70,059	\$70,746	\$71,432	\$72,775	\$73,800	\$75,225
13	\$73,800	\$74,487	\$75,174	\$76,516	\$77,541	\$78,966
14	\$77,490	\$78,177	\$78,864	\$80,206	\$81,231	\$82,656
15	\$80,770	\$81,457	\$82,144	\$83,486	\$84,511	\$85,936
16	\$85,075	\$85,762	\$86,449	\$87,791	\$88,816	\$90,241
17	\$87,023	\$87,709	\$88,396	\$89,739	\$90,764	\$92,189
SM1	\$94,044	\$94,731	\$95,417	\$96,760	\$97,785	\$99,210

Employees receiving longevity before July 1, 2000 shall continue to be credited for both in district and out of district service.

Longevity shall be distributed in accordance with the following schedule.

After 10 years in district	\$200
After 15 years in district	\$475
After 21 years in district	\$500
After 24 years in district	\$500
After 28 years in district	\$1,200

New hires shall be placed on the step of the guide equal to the step of the teachers in the system with the same experience subject to the cap contained in Article 22.

**Schedule A-1B
Salary Guide – Teachers
–2016-2017**

STEP	BA/BS	BA/BS +20	BA+45 MA	MA+30	MA+45	Phd/EdD
1	\$50,000	\$50,706	\$51,412	\$52,692	\$53,746	\$55,210
2	\$50,937	\$51,643	\$52,349	\$53,730	\$54,783	\$56,248
3-4	\$52,211	\$52,917	\$53,623	\$55,003	\$56,057	\$57,521
5	\$53,265	\$53,971	\$54,676	\$56,057	\$57,111	\$58,575
6	\$54,529	\$55,235	\$55,941	\$57,321	\$58,375	\$59,840
7	\$55,214	\$55,920	\$56,626	\$58,006	\$59,060	\$60,525
8	\$57,058	\$57,764	\$58,470	\$59,850	\$60,904	\$62,369
9	\$59,060	\$59,766	\$60,472	\$61,852	\$62,906	\$64,371
10	\$62,959	\$63,665	\$64,371	\$65,751	\$66,805	\$68,269
11	\$64,644	\$65,350	\$66,056	\$67,437	\$68,491	\$69,955
12	\$67,648	\$68,354	\$69,059	\$70,440	\$71,494	\$72,958
13	\$72,020	\$72,726	\$73,432	\$74,813	\$75,866	\$77,331
14	\$75,866	\$76,572	\$77,278	\$78,659	\$79,712	\$81,177
15	\$79,660	\$80,366	\$81,072	\$82,452	\$83,506	\$84,970
16	\$83,032	\$83,738	\$84,444	\$85,824	\$86,878	\$88,342
17	\$87,457	\$88,163	\$88,869	\$90,249	\$91,303	\$92,768
SM1	\$96,677	\$97,383	\$98,089	\$99,469	\$100,523	\$101,988

Employees receiving longevity before July 1, 2000 shall continue to be credited for both in district and out of district service.

Longevity shall be distributed in accordance with the following schedule.

After 10 years in district	\$200
After 15 years in district	\$475
After 21 years in district	\$500
After 24 years in district	\$500
After 28 years in district	\$1,200

New hires shall be placed on the step of the guide equal to the step of the teachers in the system with the same experience subject to the cap contained in Article 22.

**Schedule A-1C
Salary Guide – Teachers
–2017-2018**

STEP	BA/BS	BA/BS +20	BA+45 MA	MA+30	MA+45	Phd/EdD
1	\$50,000	\$50,723	\$51,446	\$52,859	\$53,938	\$55,438
2	\$51,200	\$51,923	\$52,646	\$53,957	\$55,036	\$56,535
3	\$52,160	\$52,883	\$53,606	\$55,019	\$56,098	\$57,597
4-5	\$53,464	\$54,187	\$54,910	\$56,323	\$57,402	\$58,902
6	\$54,543	\$55,266	\$55,989	\$57,402	\$58,481	\$59,981
7	\$55,838	\$56,561	\$57,284	\$58,697	\$59,776	\$61,276
8	\$56,539	\$57,262	\$57,985	\$59,398	\$60,477	\$61,977
9	\$58,427	\$59,150	\$59,873	\$61,287	\$62,366	\$63,865
10	\$60,477	\$61,200	\$61,923	\$63,337	\$64,416	\$65,915
11	\$64,470	\$65,193	\$65,915	\$67,329	\$68,408	\$69,908
12	\$66,196	\$66,919	\$67,642	\$69,055	\$70,134	\$71,634
13	\$69,271	\$69,994	\$70,717	\$72,130	\$73,209	\$74,709
14	\$73,749	\$74,472	\$75,195	\$76,608	\$77,687	\$79,187
15	\$77,687	\$78,410	\$79,133	\$80,547	\$81,626	\$83,125
16	\$81,572	\$82,294	\$83,017	\$84,431	\$85,510	\$87,010
17	\$85,024	\$85,747	\$86,470	\$87,884	\$88,963	\$90,462
SM1	\$89,556	\$90,279	\$91,002	\$92,415	\$93,494	\$94,994
SM2	\$98,997	\$99,720	\$100,443	\$101,857	\$102,936	\$104,435

Employees receiving longevity before July 1, 2000 shall continue to be credited for both in district and out of district service.

Longevity shall be distributed in accordance with the following schedule.

After 10 years in district	\$200
After 15 years in district	\$475
After 21 years in district	\$500
After 24 years in district	\$500
After 28 years in district	\$1,200

New hires shall be placed on the step of the guide equal to the step of the teachers in the system with the same experience subject to the cap contained in Article 22.

Successor Agreement

1. The parties recognize that the increases reflected on the salary guides in the last year of the Agreement shall not be deemed to represent the expected increases for the upcoming year.

2. In the event that salary guides for a successor agreement are not ratified prior to the expiration of the Agreement, the Board shall not be required to pay teachers' salary increments following expiration of the Agreement. Upon ratification of salary guides for the successor year, all compensation shall be retroactive to July 1.

3. The 2017-18 salary base cost for calculating a successor agreement shall reflect the actual cost of salaries for persons moving to the top step in 2017-18.

Schedule A-2 Stipends for Extra-Curricular Activities 2012 - 2015

1. Stipends are to be determined on the basis of the point system and formula outlined in Article 15.

2. The points are as follows, per advisor / coach except as noted:

High School

Academic League	5	Key Club	5
Band Director	22	Literary Journal	7
Ass't Band Director	14.3	Madrigals	5
Band Front	7	Mathematics League	5
Brass Emsemble	3	Mock Trial	5
Choir Director	7	Model Congress	3
Class Advisor - 9th Grade	6	Model United Nations	7
Class Advisor - 10th Grade	7	Ass't Model United Nations	3
Class Advisor - 11th Grade	8	National Honor Society	3
Class Advisor - 12th Grade	17	Newspaper	7
Dance Troupe	6	Science League	5
Drama Advisor	5	Spring Musical - Overall Dir.	8
Environmental Club	3	Spring Musical - Set Constr.	5
F.I.R.S.T.	5	Spring Musical - Set Design	5
Gospel Choir	3	Spring Musical - Instrument Dir.	5
Guitar Emsemble	5	Spring Musical - Choreographer	4
Intramurals - Fall/Boys (2)	3	Spring Musical - Costume Dir.	3
Intramurals - Fall/Girls (2)	3	Stage Technician	4
Intramurals - Winter/Boys (2)	3	String Chamber Orchestra	3
Intramurals - Winter/Girls (2)	3	Stud. Acct. Coord./Couns. Adv.	17
Intramurals - Spring/Boys (2)	3	Ass't Stud. Acct. Coord./C. A.	6
Intramurals - Spring/Girls (2)	3	Ultimate Warriors	5
Jazz Band Director	4	Yearbook	8
J.R.O.T.C.	22	Applied Theater Director	6

Middle School

Bursar	4	Middle School Design Challenge	3
Choir Director	4	Newspaper	6
Class Advisor - 7th Grade	4	Spring Musical - Choreographer	3
Class Advisor - 8th Grade	4	Spring Musical - Conductor	3
Fall Drama Director	3	Spring Musical - Director	4
Intramurals - Fall/Boys (3)	2.5	Spring Musical - Set Constr.	3
Intramurals - Fall/Girls (3)	2.5	Spring Musical - Set Design	3
Intramurals - Winter/Boys (3)	2.5	Spring Musical - Vocal Coach	3
Intramurals - Winter/Girls (3)	2.5	Stage Technician	4
Intramurals - Spring/Boys (3)	2.5	Strings Club	3
Intramurals - Spring/Girls (3)	2.5	Student Council Advisor	5
Jazz Band Director	4	Wind Ensemble	4
		Yearbook	6

Schedule A-2 (Continued) Stipends for Extra-Curricular Activities 2012 – 2015

Elementary Schools

Conerly Road School	Performing Arts Prod. (per school)	6
Elizabeth Ave. School	Student Council (per school)	3
Franklin Park School	Yearbook (per school)	3
Hillcrest School		
MacAfee Road School		
Pine Grove Manor School		
Sampson G. Smith School		

SPORTS

High School

Athletic Trainer - Manager	9	Soccer Ass't Boys Coach	10.4
Baseball Head Coach	16	Soccer Head Girls Coach	16
Baseball Ass't Coach	10.4	Soccer Ass't Girls Coach	10.4
Basketball Head Boys Coach	19	Softball Head Coach	16
Basketball Ass't Boys Coach	12.35	Softball Ass't Coach	10.4
Basketball Head Girls Coach	19	Strength/Conditioning - Fall	5
Basketball Ass't Girls Coach	12.35	Strength/Conditioning - Spring	5
Bowling Head B/G Coach	11	Strength/Conditioning - Summer	5
Cheerleading Fall Head Coach	11	Strength/Conditioning - Winter	5
Cheerleading Fall Ass't Coach	7.15	Swimming Head Coach	19
Cheerleading Winter Head Coach	11	Swimming Ass't Coach	12.35
Cheerleading Winter Ass't Coach	7.15	Tennis Head Boys Coach	13
Cross Country Head Boys Coach	13	Tennis Ass't Boys Coach	8.45
Cross Country Head Girls Coach	13	Tennis Head Girls Coach	13
Diving Coach	2.5	Tennis Ass't Girls Coach	8.45
Field Hockey Head Coach	16	Track Spring Head Boys Coach	16
Field Hockey Ass't Coach	10.4	Track Spring Ass't Boys Coach	10.4
Football Head Coach	22	Track Spring Head Girls Coach	16
Football Ass't Coach	14.3	Track Spring Ass't Girls Coach	10.4
Golf Head Coach	11	Track Winter Head Boys Coach	13
Site Manager	15	Track Winter Ass't Boys Coach	8.45
Soccer Head Boys Coach	16	Track Winter Head Girls Coach	13
		Track Winter Ass't Girls Coach	8.45
		Wrestling Head Coach	19.5
		Wrestling Ass't Coach	12.67

Schedule A-2 (Continued)
Stipends for Extra-Curricular Activities
2012 – 2015

SPORTS

Middle School

Baseball	5.6	Field Hockey	5.6
Basketball Boys	6.65	Football	7.7
Basketball Girls	6.65	Soccer Boys	5.6
Cheerleading Fall	4	Soccer Girls	5.6
Cheerleading Winter	4	Softball	5.6
Cross Country Boys	4.55	Track Boys Outdoor	5.6
Cross Country Girls	4.55	Track Girls Outdoor	5.6
		Wrestling	6.83

3. All Assistants and Assistant Coaches shall receive sixty-five percent (65%) of the Head Coach's/Director's/Advisor's stipend, except as noted.
4. All Middle School Coaches shall receive thirty-five percent (35%) of the High School Head Coach's/Director's/Advisor's stipend, except as noted.

SCHEDULE A-3
OTHER SALARIES

A. DEPARTMENT CHAIRPERSONS STIPEND (per month)

**Number of Teachers
to be Supervised**

		<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
17 or more	(10 month)	\$702.22	\$719.78	\$719.78
8 - 16	(10 month)	\$645.28	\$661.41	\$661.41
4 - 7	(10 month)	\$483.97	\$496.07	\$496.07
1 - 3	(10 month)	\$313.14	\$320.97	\$320.97

B. OTHERS (per annum)

	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
Social Workers	\$5035.88	\$5161.78	\$5161.78
Psychologists	\$5035.88	\$5161.78	\$5161.78
Learning Disabilities Teaching Consultants	\$5035.88	\$5161.78	\$5161.78
Lead School Nurse	\$12589.72	\$12904.46	\$12904.46
Pre-School Coordinator	\$ 7,500	\$7,500	\$7,500

The above amounts shall apply only to social workers, psychologists and learning disability teacher consultants hired to begin employment prior to July 1, 1996.

C. HEAD TEACHERS (when used) (per annum)

		<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
Sampson G. Smith	(10 months)	\$1486.10	\$1523.25	\$1523.25
Franklin Park	(10 months)	\$1486.10	\$1523.25	\$1523.25
Elizabeth Ave.	(10 months)	\$607.32	\$622.50	\$622.50
Pine Grove Manor	(10 months)	\$607.32	\$622.50	\$622.50
Conerly Road	(10 months)	\$607.32	\$622.50	\$622.50
MacAfee Road	(10 months)	\$607.32	\$622.50	\$622.50
Hillcrest	(10 months)	\$607.32	\$622.50	\$622.50

**Schedule B-1A
Salary guide – Secretaries
–2015-2016**

Step	12 Month	11 Month	10.5 Month	10 Month
0	\$31,000	\$28,417	\$27,125	\$25,833
1	\$31,651	\$29,013	\$27,695	\$26,376
2	\$33,693	\$30,885	\$29,481	\$28,078
3	\$35,735	\$32,757	\$31,268	\$29,779
4	\$37,777	\$34,629	\$33,055	\$31,481
5	\$39,819	\$36,501	\$34,842	\$33,183
6	\$41,861	\$38,373	\$36,628	\$34,884
7	\$43,903	\$40,244	\$38,415	\$36,586
8	\$45,945	\$42,116	\$40,202	\$38,288
9	\$47,987	\$43,988	\$41,989	\$39,989
10	\$50,233	\$46,047	\$43,954	\$41,861
11	\$52,275	\$47,919	\$45,741	\$43,563
12	\$54,415	\$49,881	\$47,613	\$45,346
SM1	\$58,299	\$53,441	\$51,012	\$48,583

New hires should be placed on the same step of the guide equal to the step of the secretaries in the District with the same experience. Secretaries hired to start on or after 7/1/02 will have their first three years of prior experience equated to Step 0 on the guide. Any additional years of prior experience may be credited up to year for year on the remainder of the guide.

Longevity shall be distributed in accordance with the following schedule:

After 10 years in district	\$800
After 15 Years in district	\$800

Schedule B-1A
Salary guide – Secretaries
2016-2017

Step	12 Month	11 Month	10.5 Month	10 Month
0	\$31,000	\$28,417	\$27,125	\$25,833
1	\$31,651	\$29,013	\$27,695	\$26,376
2	\$32,316	\$29,623	\$28,276	\$26,930
3	\$34,401	\$31,534	\$30,100	\$28,667
4	\$36,485	\$33,445	\$31,925	\$30,405
5	\$38,570	\$35,356	\$33,749	\$32,142
6	\$40,655	\$37,267	\$35,573	\$33,879
7	\$42,740	\$39,178	\$37,398	\$35,617
8	\$44,825	\$41,090	\$39,222	\$37,354
9	\$46,910	\$43,001	\$41,046	\$39,092
10	\$48,995	\$44,912	\$42,870	\$40,829
11	\$51,288	\$47,014	\$44,877	\$42,740
12	\$53,373	\$48,925	\$46,701	\$44,477
SM1	\$55,558	\$50,928	\$48,613	\$46,298
SM2	\$59,523	\$54,563	\$52,083	\$49,603

New hires should be placed on the same step of the guide equal to the step of the secretaries in the District with the same experience. Secretaries hired to start on or after 7/1/02 will have their first three years of prior experience equated to Step 0 on the guide. Any additional years of prior experience may be credited up to year for year on the remainder of the guide.

Longevity shall be distributed in accordance with the following schedule:

After 10 years in district	\$800
After 15 Years in district	\$800

**Schedule B-1A
Salary guide – Secretaries
–2017-2018**

Step	12 Month	11 Month	10.5 Month	10 Month
0	\$31,651	\$29,013	\$27,695	\$26,376
1	\$31,651	\$29,013	\$27,695	\$26,376
2	\$32,316	\$29,623	\$28,276	\$26,930
3	\$32,994	\$30,245	\$28,870	\$27,495
4	\$35,123	\$32,196	\$30,733	\$29,269
5	\$37,252	\$34,147	\$32,595	\$31,043
6	\$39,380	\$36,099	\$34,458	\$32,817
7	\$41,509	\$38,050	\$36,320	\$34,591
8	\$43,638	\$40,001	\$38,183	\$36,365
9	\$45,766	\$41,952	\$40,046	\$38,139
10	\$47,895	\$43,904	\$41,908	\$39,912
11	\$50,024	\$45,855	\$43,771	\$41,686
12	\$52,365	\$48,001	\$45,820	\$43,638
SM1	\$54,494	\$49,953	\$47,682	\$45,412
SM2	\$56,725	\$51,998	\$49,634	\$47,271
SM3	\$60,773	\$55,709	\$53,177	\$50,644

New hires should be placed on the same step of the guide equal to the step of the secretaries in the District with the same experience. Secretaries hired to start on or after 7/1/02 will have their first three years of prior experience equated to Step 0 on the guide. Any additional years of prior experience may be credited up to year for year on the remainder of the guide.

Longevity shall be distributed in accordance with the following schedule:

After 10 years in district	\$800
After 15 Years in district	\$800

Successor Agreement

1. The parties recognize that the increases reflected on the salary guides in the last year of the Agreement shall not be deemed to represent the expected increases for the upcoming year.

2. In the event that salary guides for a successor agreement are not ratified prior to the expiration of the agreement, secretaries who are not at the maximum step on guide shall not receive salary increments (following expiration of the Agreement) that exceed 3.5% of their 2017-18 individual salaries. Upon ratification of salary guides for the successor year, all compensation shall be retroactive to July 1.

3. The 2017-18 salary base cost for calculating a successor agreement shall reflect the actual cost of salaries for persons moving to the top step in 2017-18.

Schedule C-1A
Salary guide – Paraprofessionals
2015-2016

(Max. 7hrs. 10 min. 181 days; Annualized)

STEP	NCLB HQ		
	<30	30-59	60+
1	\$11,000	\$12,000	\$13,250
2	\$11,264	\$12,288	\$13,568
3	\$11,674	\$12,698	\$13,978
4	\$12,288	\$13,312	\$14,592
5	\$13,005	\$14,029	\$15,309
6	\$14,029	\$15,053	\$16,333
7	\$14,592	\$15,616	\$16,896
8	\$15,514	\$16,538	\$17,818
9	\$16,435	\$17,459	\$18,739
10	\$17,152	\$18,176	\$19,456
11	\$18,022	\$19,046	\$20,326
12	\$18,637	\$19,661	\$20,941
13	\$19,456	\$20,480	\$21,760
14	\$20,173	\$21,197	\$22,477
15	\$20,634	\$21,658	\$22,938
16	\$22,477	\$23,501	\$24,781
17	\$22,989	\$24,013	\$25,190
18	\$23,296	\$24,320	\$25,600
SM1	\$27,320	\$28,605	\$30,403
SM2	\$29,107	\$30,188	\$32,026

Persons hired prior to 7/1/96 will remain in the column they occupied on 6/30/96 even if not eligible based upon college credits earned.

Longevity shall be distributed in accordance with the following schedule:

After 10 years in district	\$600
After 15 Years in district	\$600

Schedule C-1B
Salary guide – Paraprofessionals
2016-2017

(Max. 7hrs. 10 min. 181 days; Annualized)

STEP	NCLB HQ		
	<30	30-59	60+
1	\$11,000	\$12,000	\$13,250
2	\$11,264	\$12,288	\$13,568
3	\$11,534	\$12,583	\$13,894
4	\$11,954	\$13,002	\$14,313
5	\$12,583	\$13,631	\$14,942
6	\$13,317	\$14,365	\$15,676
7	\$14,365	\$15,414	\$16,725
8	\$14,942	\$15,991	\$17,302
9	\$15,886	\$16,935	\$18,245
10	\$16,830	\$17,878	\$19,189
11	\$17,564	\$18,612	\$19,923
12	\$18,455	\$19,504	\$20,814
13	\$19,084	\$20,133	\$21,443
14	\$19,923	\$20,972	\$22,282
15	\$20,657	\$21,706	\$23,016
16	\$21,129	\$22,177	\$23,488
17	\$23,016	\$24,065	\$25,376
18	\$23,541	\$24,589	\$25,795
SM1	\$23,855	\$24,904	\$26,214
SM2	\$27,976	\$29,292	\$31,132
SM3	\$29,806	\$30,912	\$32,794

Persons hired prior to 7/1/96 will remain in the column they occupied on 6/30/96 even if not eligible based upon college credits earned.

Longevity shall be distributed in accordance with the following schedule:

After 10 years in district	\$600
After 15 Years in district	\$600

**Schedule C-1B
Salary guide – Paraprofessionals
2017-2018**

(Max. 7hrs. 10 min. 181 days; Annualized)

STEP	NCLB HQ		
	<30	30-59	60+
1	\$11,000	\$12,000	\$13,250
2	\$11,264	\$12,288	\$13,568
3	\$11,534	\$12,583	\$13,894
4	\$11,811	\$12,885	\$14,227
5	\$12,241	\$13,314	\$14,657
6	\$12,885	\$13,959	\$15,301
7	\$13,637	\$14,710	\$16,052
8	\$14,710	\$15,784	\$17,126
9	\$15,301	\$16,375	\$17,717
10	\$16,267	\$17,341	\$18,683
11	\$17,234	\$18,307	\$19,649
12	\$17,985	\$19,059	\$20,401
13	\$18,898	\$19,972	\$21,314
14	\$19,542	\$20,616	\$21,958
15	\$20,401	\$21,475	\$22,817
16	\$21,153	\$22,226	\$23,569
17	\$21,636	\$22,710	\$24,052
18	\$23,569	\$24,642	\$25,985
SM1	\$24,106	\$25,179	\$26,414
SM2	\$24,428	\$25,501	\$26,844
SM3	\$28,647	\$29,995	\$31,879
SM4	\$30,521	\$31,654	\$33,581

Persons hired prior to 7/1/96 will remain in the column they occupied on 6/30/96 even if not eligible based upon college credits earned.

Longevity shall be distributed in accordance with the following schedule:

After 10 years in district	\$600
After 15 Years in district	\$600

Successor Agreement

1. The parties recognize that the increase reflected on the salary guides in the last year of the Agreement shall not be deemed to represent the expected increases for the upcoming year.

2. In the event that salary guides for a successor agreement are not ratified prior to the expiration of the agreement, paraprofessionals who are not at the maximum step on guide shall not receive salary increments (following expiration of the Agreement) which exceed 3.5% of their –2017-2018 individual salaries. Upon ratification of salary guides for the successor year, all compensation shall be retroactive to July 1.

3. The 2017-18 salary base cost for calculating a successor agreement shall reflect the actual cost of salaries for persons moving to the top step in 2017-18.