

Contract no. 834

April 29, 1992

CONTRACT
FOR
1991--1993
BETWEEN THE
FLEMINGTON-RARITAN EDUCATION ASSOCIATION
AND THE
FLEMINGTON-RARITAN REGIONAL BOARD OF EDUCATION

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PREAMBLE

This Agreement is entered into this 1st day of July, 1991 by and between the Flemington-Raritan Regional Board of Education, hereinafter referred to as the "Board," and the Flemington-Raritan Education Association, hereinafter referred to as the "Association."

WITNESSETH, for and in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Flemington-Raritan Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certified teaching personnel, secretarial employees, and teacher assistants under contract or on leave and not engaged as supervisory employees.
1. The term "teacher," when used hereinafter in this Agreement, shall be defined to mean: All regular certified non-supervisory personnel. The term "certified" shall mean any person holding a certificate from the New Jersey Department of Education, either in a teaching capacity or otherwise.
 2.
 - a. Unless otherwise indicated, the term "secretarial employee" when hereinafter used in this Agreement shall refer to those secretaries who are employed as full-time employees performing duties normally defined as "secretarial" in nature who are not properly excluded from the unit by law.
 - b. The Secretaries to the Superintendent, Secretary to the Board Secretary/Business Administrator, and employees hired on a temporary or part-time basis or special employees (handicapped programs, etc.) are excluded from the unit.
 3. The term "teacher assistant," when used hereinafter in this Agreement, shall be defined to mean: A person who assists the teacher in routine tasks and works cooperatively with the classroom teacher, the principal, and the special services team as they provide supervision and instruction for pupils.
- B. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the

limitations imposed by the language of this Agreement in accordance with applicable laws and regulations

1. to direct employees of the School District.
 2. to hire, promote, transfer, assign and retain employees in the School District; and to suspend, demote, discharge or take other disciplinary action against employees.
 3. to relieve employees from duty because of lack of work or other legitimate reasons.
 4. to maintain efficiency of the School District operations entrusted to them.
 5. to determine the methods, means, and personnel by which such operations are to be conducted.
 6. to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.
- C. The provisions of this contract are the results of collective negotiations as required by law. Any provisions of this contract that may be in conflict with existing policy shall supersede that existing policy.

ARTICLE 2

NEGOTIATIONS SUCCESSOR AGREEMENT

- A. The successor agreement shall be negotiated on a time-table in accordance with New Jersey law in effect during the term of this Agreement.
- B. Negotiating sessions shall not be held during the school day, as established by the Superintendent of Schools.
- C. The Board will set the meeting place for the first negotiating session. The first meeting will be prior to November 15 during the last year of this Agreement. After the first meeting, all other meeting dates will be mutually agreed upon.
- D. During the terms of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement. Negotiations may be reopened by mutual consent of the Board and the Association.

ARTICLE 3

GRIEVANCE PROCEDURE--TEACHERS AND TEACHER ASSISTANTS

A. Definition

1. A grievance is a complaint concerning the interpretation, application or violation of those policies, agreements, or administrative decisions which affect the terms and conditions of public employment.
2. Grievant: A grievant shall be an employee, a group of employees, or the Association subject to the terms and conditions of this contract.

B. Procedure

1. Failure at any step of this procedure to communicate the decisions on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

It is understood that a grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2. Before a grievance shall be initiated, the employee and his/her representative shall meet with the Principal to discuss, informally, a possible resolution of the problem. This meeting shall be held within two (2) school days of this request. No grievance may be filed until forty-eight (48) hours after this meeting. A grievance, if any, must be filed within twenty (20) school days of the date that the employee knew or should have known of its occurrence. He/she shall initiate a grievance, in writing, to the Principal specifying:
 - a. the nature of the grievance.
 - b. the date of the grievance.
 - c. the remedy requested.

The Principal shall communicate his/her decision, in writing, with reasons given within ten (10) school days after receipt of the grievance.

3. The grievant, no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing, reciting the matter submitted to the Principal as specified above. The Superintendent shall, within ten (10) school days after receipt of the grievance, communicate his/her decision, in writing, to the grievant. Reasons shall be given.
4. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be in writing and sent to the President of the Board of Education with copies to the Superintendent of Schools and the Board Secretary. The Board, or committee thereof, shall hold a hearing with the grievant and his/her representatives within ten (10) school days of the receipt of the request. The Board shall submit its decision to all parties of interest no later than twenty-five (25) school days after the said hearing. Reasons for the decision shall be given.
5. Decisions of the Superintendent in the following matters shall be final and such decisions shall not be subject to appeal to the Board:
 - a. any matter for which a method of review is prescribed by law.
 - b. any rules or regulations of the State Commissioner of Education.
 - c. policies and regulations of the Board of Education.
 - d. any matter which, according to law, is either beyond the scope of Board authority or limited to action by the Board alone.
 - e. a complaint of a teacher assistant or of a non-tenured teacher which arises by reason of his/her not being re-employed.
 - f. a complaint by a grievant occasioned by lack of appointment to, or lack of retention in, any position for which tenure is either not possible or not required.
6. Any of the provisions of this contract that are contingent upon the approval of the Superintendent or the Board of Education; i.e., tuitions, reimbursement, leaves of absence, etc., shall not have the decision involved

considered grievable beyond the Board of Education if reasons are given.

C. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association.
2. When a grievant is not represented by the Association in processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified by the grievant that the grievance is in process, have the right to be present and present its positions, in writing, at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
3. No reprisals of any kind shall be taken by the Board or any member of the administration against any participant in this grievance procedure by reason of such participation.

D. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.
2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Board and given appropriate distribution so as to facilitate operations of the grievance procedures.
3. Meetings and hearings under this procedure shall not be conducted in public unless the aggrieved individual or individuals have requested a public meeting pursuant to the Open Public Meetings Act. All meetings shall include both parties and their designated representatives.
4. All decisions at the various stages of the grievance procedure shall be in writing, setting forth the decision and the reasons thereof, and shall be transmitted to all parties of interest according to the aforementioned time frame.

E. Arbitration

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at B.4., and if the grievance is of a matter other than that stated in B.5. or

- 6., he/she may, within ten (10) school days after a decision or lack thereof by the Board, request in writing that the chairperson of the Association's Grievance Committee submit his/her grievance to arbitration.
2. Upon submission of the grievance to arbitration, a request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names. If the parties are unable to determine within ten (10) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested, by either party, to designate an arbitrator.
 3. The arbitrator so selected shall confer with the representatives of the Board and the Grievance Committee, hold hearings promptly, and shall issue his/her decision not later than twenty (20) school days from the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding on the parties.
 4. The cost for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE 4

GRIEVANCE PROCEDURE--SECRETARIES

A. Definition

1. A "grievance" is a complaint by an employee based upon the interpretation, application, or alleged violation of this Agreement.

2. A complaint of an employee which arises by reason of his not being re-employed shall not be grievable.

B. To be considered under this procedure, a grievance must be initiated by the employee or group of employees within fifteen (15) working days from the time the employee or group of employees knew or should have known of its occurrence.

C. A "party of interest" is a person or persons making the claim and any person who might be required to take action, or against whom action might be taken, to resolve the claim.

D. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may arise from time to time affecting employees. Both parties agree that these proceedings will be kept informal and confidential.

E. Procedure

1. Since it is important that grievances be processed rapidly, the number of days indicated at each level should be considered as maximum. The time limits specified, however, may be extended by mutual agreement and shall be exclusive of scheduled vacation and sick leave.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed.
3. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step.
4. Working days shall be interpreted as days when the Central Office is open.

F. Level 1

Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally at that level.

Level 2

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he/she shall set forth his/her grievance, in writing on the approved form, to the Building Principal with a copy to the Association specifying:

- a. the matter in dispute, including all pertinent facts
- b. the reasons given by the supervisor for his/her decision
- c. counterarguments of the grievant
- d. the grievant's request

This document shall contain all points to be included in the grievance. The Principal shall respond, in writing, specifically to the points raised by the grievance, introduce any additional reasons for his/her decision, and conclude with his/her decision, with reasons in writing, to the employee, the Building Principal, and the Association.

Level 3

The grievant, no later than five (5) work days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing, reciting the matter submitted to the Principal as specified above. The Superintendent shall, within ten (10) work days after receipt of the grievance, communicate his/her decision, in writing, to the grievant. Reasons shall be given.

Level 4

If the grievance is not resolved to the employee's satisfaction, the employee, not later than six (6) working days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted, in writing, through the Secretary of the Board. It shall include reasons for requesting the review of the Superintendent's decision. The Secretary of the Board shall request all related papers from the Superintendent and forward them to the Board. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee and the Association within eighteen (18) working days of receipt of the grievance by the Board.

Level 5

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Association wishes review by an Arbitrator for a grievance over the interpretation, application, or alleged violation of the Agreement, the Association shall notify the Board, through the Secretary to the Board, within ten (10) working days of receipt of the Board's decision.

G. Limitation on Arbitration

Decisions of the Superintendent in the following matters shall be final and such decision shall not be subject to appeal to the Board.

- a. any matter for which a method of review is prescribed by law;
- b. any rules or regulations of the State Commissioner of Education;
- c. Policies of the Board of Education or administrative decisions;
- d. any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone;
- e. a complaint of any employee which arises by reason of not being re-employed;
- f. any other provisions of this Contract that are contingent upon approval of the Superintendent or the Board of Education, if reasons are given for the failure to approve the request.

H. The following procedure will be used to secure the services of an Arbitrator:

1. The Association shall request the Public Employment Relations Commission to submit a roster of persons qualified to function as an Arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory Arbitrator from the submitted list, they will request that the Public Employment Relations Commission submit a second roster of names.
3. If the parties are unable to determine a mutually satisfactory Arbitrator from the second submitted list, within ten (10) working days of the initial request for Arbitration, the Public Employment Relations Commission may be requested by either party to designate an Arbitrator. Both parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an Arbitrator.
4. The Arbitrator so selected shall confer with the representatives of the Association and the Board, shall hold hearings promptly, and shall issue the decision not later than twenty (20) days from the date of the close of hearings; or, if oral hearings have been waived, then

he/she shall issue his/her decision not later than twenty (20) days from the date on which the final statements and proofs on the issues were submitted to him/her. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall be limited to the issue submitted and shall consider nothing else. The Arbitrator can add nothing to nor subtract anything from the Agreement between the parties. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be binding on both parties.

5. Each party shall pay their own attorney fees and then share all other costs equally.

I. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
2. Forms for filing grievances shall be prepared jointly by the Superintendent or his/her designee and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. All meetings and hearings under this procedure shall be conducted privately and shall include only such interested parties and their designated or selected representatives heretofore referred to in this Article, unless the aggrieved individual or individuals have requested a public meeting pursuant to the Open Public Meetings Act.

ARTICLE 5

TEACHERS' AND TEACHER ASSISTANTS' RIGHTS

- A. Pursuant to Chapter 123, Public Laws of 1975, the Board hereby agrees that every employe shall have the right to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations.
- B. Nothing contained herein shall be construed to deny or restrict to any employe such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.

- C. No employe shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- D. Whenever any employee is required to appear before his/her supervisor for the purpose of formal discipline which could, in the opinion of the supervisor, adversely affect the continuation of that teacher's employment, the teacher shall be given twenty-four (24) hours prior written notice of the reasons for such meeting and shall be entitled to representation by a member of the Association.
- E. Communications of a professional nature between the administrator and/or Board and an employee, or between employees regarding a student or students, shall remain confidential.
- F. Any person who leaves the employ of the Board shall be entitled to request an exit interview, through the Superintendent of Schools, with the Board or sub-committee of the Board, as per Board policy, and shall be entitled to have a member of the Association present.
- G. No employee shall be discharged, disciplined, reprimanded or reduced in work or compensation, or deprived of any professional advantage, without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- H. Each teacher shall plan and teach course content in the manner he/she considers most practical and useful within the limits of District philosophy, Board policy, approved curriculum, State and Federal laws, and the Administrative Code.
- I. Teachers shall be notified one day in advance of any maintenance work to be done in their classrooms during the school day. It is understood that repairs which necessitate immediate attention in order to continue usage of the facilities shall be exempt from prior notification.

ARTICLE 6

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Upon request, the Board agrees to make available to the Association public records and documents of the Board. The Association shall receive all policies of the Board.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the Board and Association to participate in

meetings during his/her Board-assigned responsibilities, he/she shall suffer no loss in compensation of his/her time.

- C. Representatives of the Flemington-Raritan Education Association, the Hunterdon County Educational Association, the New Jersey Educational Association, and the National Educational Association shall have the privilege to transact official Association business on school property during the school day. It is understood this shall not conflict with a teacher's primary responsibility or assignment.
- D. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge, and when not in use for regular school operations, any school equipment and/or facilities, with prior annual approval of the building administrator.
- E. The Association may use school mail boxes with prior annual approval of the building administrator. The Association may use inter-school mail facilities for the purposes of informing employes about negotiations and contract maintenance matters with prior annual approval of the Superintendent.
- F. The Association and its representatives shall have the right to use school facilities in accordance with the Board policy on "Use of School Facilities."
- G. No instruction shall be provided students in the Flemington-Raritan District during the school day without certified personnel in attendance. Teachers in the Flemington-Raritan School District will be assigned to Board-approved after-school activities. If, in the opinion of the Superintendent, there are no qualified staff members, these positions may be staffed by outside personnel.
- H. The Board agrees to furnish a tentative budget to the Association whenever it becomes available, prior to the public hearing.
- I. The Board agrees not to negotiate concerning said employment in the negotiating unit, as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE 7

SCHOOL CALENDAR

The Association shall receive a copy of the proposed school calendar prior to its adoption by the Board of Education.

ARTICLE 8

TEACHING HOURS AND TEACHING LOAD

- A. 1. The teachers' normal in-school work day shall be seven (7) consecutive hours.
2. The school day shall be set by the Superintendent of Schools. Whenever reference is made to "school day" in the negotiated contract, this shall mean the time as established by the Superintendent of Schools.
- B. 1. On a normal school day, all teachers shall have a daily duty-free lunch of at least forty (40) minutes.
2. On a normal school day, all teachers shall have a daily preparation period equal to one (1) class period as determined in each building.
3. On a normal school day, all teachers shall spend the remaining school day involved in pupil contact to implement the District's education program. The Superintendent of Schools shall determine which instructional schedule best meets the Educational goals of each building.
- A Teacher Advisory Committee on scheduling shall be established. Scheduling shall be used to implement the District's educational philosophy, but shall not be the motivating factor to institute reduction in force.
4. On a shortened day, all periods may be shortened equally. This shall be done within each building in accordance with the educational needs in that building.
5. Teachers may leave the building during their scheduled duty-free lunch period and shall personally sign in and out.
6. During their preparation period, teachers may leave the building only for school-related business. This must be with administrative approval. Teachers must personally sign in and out.
- C. 1. Full staff meetings will be held on Tuesday before or after school and shall not extend more than one (1) hour beyond the school day. Attendance is required unless excused by the building administrator. However, special full staff meetings may be called if a situation arises which, in the administrator's professional judgment, cannot be delayed until the next available Tuesday. Attendance will be requested. It is the teachers' responsibility to become informed of contents of a missed meeting. One (1) of the four (4) existing full staff meetings per month may be

scheduled for an inter-building meeting in place of a building meeting on a day other than Tuesday, provided one (1) month's notice is given in advance.

2. Other meetings will be arranged mutually by teachers and administrators.
- D.
1. For any Board-scheduled parent conferences/meeting or open house, there will be an early dismissal two (2) hours prior to the normal pupil dismissal time for all students and for those teachers involved in the meetings. All other personnel covered by this Agreement shall work a full day.
 2. Academic area teachers who receive an excess load of conferences, as determined by the building principal, shall receive additional conference time through the use of substitutes. This shall be worked out with the teachers involved and the building administrator. The Superintendent will make the final decision as to which teachers in the District will receive additional released time.
 3. Special area teachers (art, music, physical education, industrial arts, home economics, nurses, guidance personnel, speech, librarians, health, academically talented, special services personnel) shall be required to make themselves available for at least two (2) hours, each day that there is a conference.
 4. The Child Study Team will work a normal school day.
- E. Teacher participation in Board-approved extra-curricular activities which extend beyond the regularly scheduled in-school work day shall be voluntary and shall be compensated according to the rate of pay as established in Schedules B-1 and B-2. If no teacher volunteers, the Board will assign a teacher. When a teacher participates in a field trip, such trip may extend by one (1) hour the regular work day without additional compensation. One (1) trip per year per teacher.
- F. Teacher participation in any other activities which extend beyond the teacher's in-school work day shall be voluntary.
- G. Board will pay for lost preparation time due to substitute coverage after a teacher has covered for two (2) periods in a school year. Payment will be sixteen dollars (\$16.00) per hour. The Superintendent will establish a list of interested volunteers in September and will consult such list first for the purpose of assigning coverage. It is understood that each teacher is liable for two (2) period coverages per year which will not be compensated.

- H. 1. Any teacher who is requested to work beyond the regular school year, excluding extra-curricular activities, or beyond the total in-school work day shall be compensated at the following rates:
- 1/10 of the annual salary per month
 - 1/200 of the annual salary per day
 - 1/1400 of the annual salary per hour
2. Compensation for curriculum works and other summer planning or clerical tasks and/or curriculum work beyond the regular school day will be twenty-three dollars (\$23.00) per hour.
- I. On the day preceding Thanksgiving there will be an early dismissal. The last day of school will be an early dismissal.
- J. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed one hundred and eighty-five (185) days, which includes two (2) days allowed for attendance at the annual convention of the N.J.E.A.
- K. Teachers shall call the central number prior to 6:30 a.m. on the day of absence.

ARTICLE 9

TEACHER ASSISTANTS--WORK DAY

- A. Teacher Assistants will indicate personally their attendance by means of check-in and check-out sheets in each school office.
- B. Schedule for the workday shall be established by the supervisor and/or Building Principal.
- C. Teacher Assistants may leave the building during their scheduled duty-free lunch period and shall personally sign in and out.

ARTICLE 10

SECRETARIAL WORK HOURS AND OVERTIME

- A. General
1. Schedule for the workday shall be established by the immediate supervisor and/or Building Principal.

2. In scheduling lunch hours and daily work hours, the first consideration shall be the needs of the school, with the final decision being the responsibility of the Principal.

B. Work Day

1. The work day shall consist of seven (7) hours and twenty (20) minutes exclusive of a forty (40) minute lunch period. An additional break time of twenty (20) minutes shall be allowed as arranged with the Principal. The work day listed above shall consist of consecutive hours and minutes.
2. On days when school is not in session, the work day shall consist of six (6) hours excluding a sixty (60) minute lunch period.
3. On days when schools are closed due to inclement weather or emergency conditions, secretaries shall not be requested to work and shall suffer no loss of salary or benefits. However, if in the opinion of the Building Administrator there is a demonstrable need for secretarial services, secretaries may be required to work.

C. Definitions of Overtime

Overtime is defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after daily work hours. A split shift is not permitted to accommodate evening functions which require the presence of a secretary.

1. All overtime will be rounded to the nearest 1/4 hour at the end of each pay period. This will be remunerated at the rate of time and one-half of the hourly salary.
2. There shall be a one (1) hour minimum in all cases where an employee stays to work overtime.
3. Overtime on holidays, as designated in Schedule "D" shall be remunerated at the rate of two (2) times the hourly salary. The employee may, however, work on a holiday at regular pay and receive compensatory time equivalent to the time worked, as approved by the Building Principal.

D. Responsibility

It shall be the responsibility of the Building Principal to designate an employee or employees to work overtime according to the following procedure:

Employees shall be requested to work overtime, in their respective buildings on a rotating basis, in order of seniority.

E. Call Time and Overtime

1. An employee called in to work outside of his/her regularly scheduled shift shall be paid a minimum of two (2) hours.
2. Overtime shall be paid at the rate of time and one-half of the employee's regular hourly rate of pay. For the purpose of determining the work week, the following shall be counted as regular work days:
 - a. Holidays--as designated in Schedule "D."
 - b. Paid sick days.
 - c. Paid personal days.
 - d. Paid vacation days.
 - e. Other approved paid leave.

ARTICLE 11

SECRETARIAL EMPLOYEES--VACATION AND HOLIDAYS

A. Vacation Schedule.

1. Vacation eligibility shall be determined as of July 1st. Vacation benefits shall be accrued according to the following:

<u>Years of Continuous Service</u>	<u>Eligible Weeks</u>
0 to less than 6 months	0
6 months to less than 1 year	1
1 year to less than 6 years	2
6 years to less than 10 years	3
10 years to less than 15 years	4
15 years or more	Add 1 day on the 15th year and every 3 years thereafter

2. In scheduling vacations, first consideration shall be the needs of the school, after which seniority shall be governing.
3. Vacation time shall be scheduled at any time, providing sufficient notice has been given to the immediate supervisor. This shall be subject to the recommendation of the immediate supervisor and approved by the Building

Principal. Granting of said vacation time shall not be arbitrarily nor capriciously denied.

4. A maximum of five (5) vacation days may be accrued for transfer to the following year. This limitation will not be applied to accumulations accrued on or before September 1, 1983.

B. Holiday Schedule

1. The holiday schedule shall be developed by the Board each year, but shall not be less than sixteen (16) days.
2. The holiday schedule will be attached to this Agreement as Schedule "D."

ARTICLE 12

EMPLOYMENT

A. Teachers

1. Initial Employment and Salary Guide Movement

- a. Upon initial employment and in accordance with Schedule A, credit shall be given on the teacher salary schedule for previous outside teaching experience in a duly accredited school requiring D.O.E. certification. For non-teaching positions, comparable experience may be credited at the discretion of the Superintendent of Schools with Board approval and with prior notice to the Association.
- b. In order to be eligible for an increment, a full-time teacher member must have worked or been on approved paid leaves of absence under the terms of this contract at least ninety-three (93) days during the contract year.
- c. Additional credit, not to exceed four (4) years, for military experience or alternative civilian service required by the Selective Service System shall be given upon initial employment.
- d. In order to have additional training or degree credited for the full year's contract, evidence must be submitted by November 1st. For additional training or degree obtained at a later date, the additional training or degrees shall become effective, for pay

purposes, retroactive to completion of the course and upon approval by the Board of Education.

e. Thirty (30) credits beyond a B.A. degree must be comprised of thirty (30) graduate credits. These credits must be recognized by the granting institution as applicable to a graduate degree. For movement on the guide a "B average must be maintained.

f. Advancement to B.A.+30 and M.A.+30 will be based upon graduate work completed after the awarding of the respective degree. In-district credits earned at any time are creditable at any point beyond the B.A.

2. Teachers shall be notified, in writing, of their contract and salary status for the ensuing year in accordance with law.
3. The Board agrees to pay up to fifty dollars (\$50.00), upon presentation of a receipted bill, for a physical examination for each teacher, at his or her option, not more than once in each three-year period.
4. Upon resignation of a teacher, sixty (60) days' advance written notice shall be required.
5. Any teacher employed to replace a teacher on a leave of absence shall receive a written statement as to the nature of the temporary employment at the time of employment.

B. Secretaries

1. For the purpose of determining years of experience for placement on the salary guide, service of six (6) months from the date of employment constitutes one (1) year.
2. An unsatisfactory evaluation may result in the withholding of all or part of a salary increment.

C. Teacher Assistants

1. Upon initial employment, a teacher assistant shall be placed on Step 1 of salary guide or credit may be given for comparable experience at the discretion of the Superintendent of Schools with Board approval and with prior notice to the Association.
2. Employees shall be notified of their contract and salary status for the ensuing year no later than June 1.

ARTICLE 13

SALARIES AND INSURANCE COVERAGE

- A. The salaries of all teachers covered by this Agreement are set forth in Schedules A-1 and A-2 which are attached hereto and made a part hereof. Salaries for secretarial employees are contained in Schedules C-1 and C-2. Salaries for instructional assistants are contained in Schedule E-1 and E-2.
1. Teachers shall be paid in twenty (20) equal semi-monthly installments.
 2. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last working day.
- B.
1. Effective July 1, 1991, Blue Cross and Blue Shield, Rider J (1420 plan) and Blue Cross Prescription Drug Co-Pay, single and family plans or an equivalent insurance package mutually agreed upon by the Board and the executive committee of the F.R.E.A. are available to all employees.
 2. Effective July 1, 1992, the Comprehensive Major Medical Program and Blue Cross Prescription Drug Co-Pay (\$5.00 for brand names; \$1.00 for generic), single and family plans or an equivalent insurance package mutually agreed upon by the Board and the executive committee of the F.R.E.A. are available to all employees. The Comprehensive Major Medical plan shall include a mandatory second surgical opinion rider.
 3. The Traveler's Dental Insurance Plan or an equivalent insurance package mutually agreed upon by the Board and the executive committee of the F.R.E.A. is available to all employees and dependents.
 4. The Board will pay the full premium for all health and insurance benefits. Dependents of employees will be insured in accordance with the terms of the insurance policy in effect.
 5. Only members of the bargaining unit whose regular assignment is sixty (60%) percent of a full-time teacher's work week will receive the full benefits provided in this Article.
 6. A retiring teacher has the option of remaining in the group insurance plan until age 65 with all premiums for this coverage being borne by the teacher.

7. Secretarial employees on leave without pay or who retire shall have the privilege of being covered under the group plans upon payment of the appropriate premiums and with the consent of the specific insurance company involved.
- C.
1. Teachers who may be required to use their own automobile in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate established by the Internal Revenue Service.
 2. The Board shall arrange for, and maintain, appropriate insurance to cover all damages, losses, and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his own automobile in the performance of school duties.
 3. Any reimbursements granted elsewhere in this contract shall be paid within sixty (60) days of submission of documentation to the Board Secretary.

ARTICLE 14

NOTIFICATION OF TEACHING ASSIGNMENT

- A.
1. All teachers shall be given written notice of their teaching assignment for the coming school year prior to the termination of the current year.
 2. In the event a change of assignment occurs after the termination of the school year, affected teachers will be notified, in writing, and a list of said changes shall be sent to the Association.
 3. Teachers who desire a change in teaching assignment may file a written statement of such desire with the Superintendent.
- B.
1. Any vacancy which occurs in the school shall be posted in accordance with affirmative action and Board policy.
 2. The Association President shall be notified of any vacancy which occurs in the summer.
 3. In the event a vacancy occurs suddenly and must be filled at all possible speed, in order to insure the continuation of a thorough and efficient education, the Superintendent shall notify the Association President of said vacancy. This shall fulfill the posting requirement (of B. above) in these urgent situations.

ARTICLE 15

TEACHER OBSERVATION AND EVALUATION

- A. 1. Observation and evaluation of the work performance of a teacher shall be conducted openly and in accordance with Board policy.
2. The teacher shall receive the observation report prepared by his evaluator within five (5) school days of such observation. The teacher shall receive the observation and/or evaluation report at least one (1) day before any conference to discuss same. Said conference shall be held with the evaluator. No such report shall be submitted to the Central Office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete form. Every observation and evaluation form will provide sufficient space for optional response by the teacher.
- B. In accordance with state law, non-tenured teachers will be observed and evaluated not less than three (3) times a year, based on a full year's employment.
- C. Tenured teachers shall be evaluated not less than once a year. All observations of tenured teachers, including the observation report, will be completed by April 30th. The final written evaluation, however, will be completed no later than May 31st.
- D. A teacher shall have the right to review annually the contents of his/her personnel file and to receive a copy, at Board expense, of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. At least once every year a teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise objectionable to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, in his/her opinion they are obsolete or otherwise objectionable to retain, they shall be destroyed after the Board has been informed.
- E. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review such materials by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher also shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

- F. A separate personnel file for each staff member may be established in the Central Office solely for documents which a teacher legally has waived his/her right to see. *

ARTICLE 16

TEACHER ASSISTANTS--EVALUATION PROCEDURES

- A. All teacher assistants shall be observed at least once each school year and evaluated once by their immediate supervisor and/or the building principal and/or vice principal.
- B. Within five (5) school days of the receipt of an evaluation document, the evaluator shall meet with the teacher assistant. Within ten (10) days of this conference, if the teacher assistant disagrees with the contents of the evaluation, she/he may supply her/his written comments to the evaluator. A copy of these comments shall be permanently added to the personnel folder of the individual.

ARTICLE 17

SECRETARIAL EMPLOYEES--EMPLOYMENT PROCEDURES

A. Evaluation Procedure

All new employees shall be evaluated during their probationary period. In addition, all employees shall be evaluated by the Administrator in charge at least one (1) time in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and the Administrator in charge of that employee for the purpose of identifying deficiencies and extending assistance for their correction. Written evaluations shall be completed by April 30th of each year.

1. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
2. An employee shall be given a copy of any visit or evaluation report at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office, placed in an employee's file, or otherwise acted upon without prior conference with the employee, unless the employee does not avail himself/herself of a conference

within thirty (30) calendar days from the receipt of the evaluation.

3. Reports

Evaluation reports shall be presented to each employee by his/her Building Principal in accordance with the following procedures:

- a. Such reports shall be issued in the name of the Building Principal based on a compilation of reports and observations by any or all supervisory personnel who come in contact with the employee in a supervisory capacity.
- b. Such reports shall be addressed to the employee.

4. Personnel Records File

An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies, at Board expense, of any documents contained therein. Any employee shall be entitled to have a representative of the Association accompany him/her during such review.

B. Derogatory Material

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. If the employee fails to sign the material within ten (10) days of the employee's receipt of such material for review, the material will be placed in the file noting that the ten (10) day limit for signature had expired. The employee also shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

C. Resignation

1. An employee who is resigning from his/her position shall give two (2) weeks' written notice.
2. Accrued vacation shall be paid according to the proportion of full months worked to the total contract year. No accrued vacation will be paid unless two (2) week written notice of resignation has been given.

D. Notification

Employees shall be notified of their contract and salary status for the ensuing year no later than April 30th.

ARTICLE 18

SECRETARIAL EMPLOYEES AND TEACHER ASSISTANTS
PROCEDURES FOR FILLING VACANCIES

- A. All known vacancies shall be posted. Applications concerning this vacancy from Association members must be received within five (5) working days of the notice to be considered as candidates for this position. Notice of the decision shall be posted within five (5) days after official action by the Board.
- B. Employees who desire to change in rank and/or assignment or who desire to transfer to another building may file a written request of such desire at any time via their Building Principal or immediate supervisor to the Superintendent. Such request shall include rank, position, and the school or schools to which the employee desires to be transferred, in order of preference.
- C. Notice of a transfer or reassignment which changes working hours only shall be given to the employee at least five (5) working days prior to transfer or reassignment.
- D. Any transfer or reassignments shall be made only after a meeting between the employee involved and the appropriate supervisor, at which time the employee shall be notified of the reason thereof.

ARTICLE 19

TEACHER FACILITIES

The following teacher facilities shall be provided:

- A. Space for each teacher within each instructional area in which to store instructional materials and supplies.
- B. A desk, chair, and filing cabinet for the exclusive use of each teacher.
- C. A furnished and air-conditioned room which shall be reserved for the exclusive use of teachers as a faculty lounge/dining area. This room shall contain a sink, stove and refrigerator. Although teachers shall be expected to exercise reasonable care in

maintaining the appearance and cleanliness of such lounge, it shall be cleaned regularly by the school's custodial staff.

- D. A communication system so that teachers can communicate with the main building office from their classrooms.
- E. Well-lighted and clean teacher restrooms, separate from the students' restrooms.
- F. Closet space for teachers to store coats and personal articles.
- G. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
- H. Chalkboard space in each classroom.
- I. Books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.

ARTICLE 20

TEACHER-ADMINISTRATOR LIAISON

A. Building Level Staff Advisory

- 1. The Association shall select a Staff Advisory not to exceed one (1) member for every six (6) teachers, which shall meet with the Principal when necessary.
- 2. Areas for consideration by the Staff Advisory shall include school building level discussion regarding:
 - a. Clarification of decisions.
 - b. Facilitation of programs.
 - c. Revision and development of building policies and practices.
- 3. An agenda will be provided by the party calling the meeting at least twenty-four (24) hours in advance of the meeting.

- B. The District Staff Advisory, consisting of not more than five (5) members, shall meet with the Superintendent, at the request of either party, to review and discuss current District practices.

ARTICLE 21

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. Unsafe or Hazardous Conditions

Teachers shall not be required to work under unsafe or hazardous conditions as defined by the New Jersey and local building codes.

B. Procedure for Hazardous Conditions

1. Teachers shall report unsafe or hazardous conditions to the Building Principal.

2. In the event of a bomb threat, no teacher will be asked to remain in the building for any reason.

C. Any teacher suffering an assault shall report it, in writing, to the Building Principal within two (2) days, providing health permits. Using the approved forms and accompanied by a written report from the Building Nurse, the Principal shall submit a written report to the Superintendent of Schools.

ARTICLE 22

PROTECTION OF SECRETARIAL EMPLOYEES

A. Secretaries shall not be required to supervise children in the school office or classroom except in cases of extreme emergency as determined by the Building Principal.

B. Secretarial instructions pertaining to work or schedules are to be governed by the Building Principal in charge only.

C. Employees shall not be required to use their private vehicles nor shall they be required to drive students.

D. Any employee suffering an assault shall report it, in writing, to the Building Principal within two (2) days, providing health permits. Using the approved forms and accompanied by a written report from the Building Nurse, the Principal shall submit a written report to the Superintendent of Schools.

E. The Board will establish a fund of one thousand dollars (\$1000.00) in each year of the contract (non-cumulative) that will be used to reimburse employees for loss, damage, or destruction of clothing, personal property, or automobile while in performance of their duties, up to the deductible amount of the employee's insurance, which reimbursement will not exceed two hundred dollars (\$200.00) in any case. In order to establish a

claim, a complaint must have been filed with the Police Department.

ARTICLE 23

TEACHER ASSISTANTS AS SUBSTITUTE TEACHERS

- A. Teacher assistants shall not be used as substitute teachers except under B. below.
- B. A teacher assistant may act as the substitute teacher and shall be paid seven dollars (\$7.00) per day in addition to the teacher assistant's pay.

ARTICLE 24

TEACHERS--NOTIFICATION OF REDUCTION IN FORCE

- A. The Board of Education reserves the right, in accordance with state laws, to reduce the number of employees. This shall be done in full accordance with state law.
- B. Teachers affected by the reduction in force shall be informed by the Superintendent. The Association shall be notified simultaneously.

ARTICLE 25

COUNCIL OF INSTRUCTION

- A. Council of Instruction shall be formed to insure teacher input in the process of improving the educational program of the Flemington-Raritan District.
- B. Membership in the Council of Instruction shall consist of the following:
 - 1. Appointed Voting Members:
 - a. Each Elementary School will have three (3) representatives.
 - b. Middle School will have four (4) representatives.
 - c. Special Area Teachers will have one (1) representative.

- d. Special Service Teachers will have one (1) representative.

2. Permanent Voting Members:

- a. One (1) Administrator from each building.
- b. Superintendent of Schools.
- c. Assistant Superintendent for Curriculum and Instruction.
- d. Assistant Superintendent for Special Services
- e. President of F.R.E.A.
- f. Board Member, preferably Chairperson of Curriculum Committee.

- C. 1. Every year, through a rotation process, one-half of the teacher members from the District shall be appointed by the F.R.E.A. Executive Committee, after consultation with the Building Principal, for a term of two (2) years. Other members shall be appointed for a term of one (1) year.
- 2. Additional appointments may be made during the school year pursuant to C.1. above.
- 3. A Chairperson and a Recording Secretary shall be elected annually by the members.

D. Council Recommendations

Recommendations from the Council shall be submitted to the teachers for action within ten (10) school days of such recommendation. The vote shall be presented to the Chairperson of the Council no later than the second following school day. Upon a majority vote of the teachers, the Chairperson of the Council will submit the Council's recommendation to the Superintendent, along with the vote tally.

E. Meetings

The Council shall meet on the second Wednesday of each month and special meetings may be called as needed.

F. Clerical Aid

Clerical assistance from the Central Office will be provided when needed.

ARTICLE 26

SICK LEAVE AND PAYMENT FOR ACCUMULATED SICK LEAVE

- A. All secretarial employees and teachers shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year or work year (if a twelve (12) month employee) whether they report for duty on that day or not. Two (2) of these days may be used a year for illness of a member of the immediate family. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. All teacher assistants shall be entitled to ten (10) sick leave days, with pay, each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- C. Employes shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.
- D. Payment for Unused Accumulated Sick Leave
 - 1. Teachers
 - a. A teacher who has taught in the Flemington-Raritan School District for at least fifteen (15) years and who retires under the provisions of the Teachers Pension and Annuity Fund shall be eligible for payment for unused accumulated sick leave.
 - b. To be eligible for the payment, a teacher must notify the Board of the intention to retire at least three (3) full months prior to the effective date of retirement. The payment shall be made no later than January 15 of the calendar year following the retirement.
 - c. A maximum of two hundred (200) accumulated unused sick days shall be reimbursed by the Board at a per diem rate of twenty-seven dollars (\$27.00).
 - d. In the event of the death of a teacher before retirement, the estate of said teacher shall receive payment for unused sick days.
 - 2. Secretarial Employees
 - a. Upon retirement from the District, employees shall be compensated for accumulated sick leave at the rate of twenty-seven dollars (\$27.00) for each two (2) days accumulated, to a maximum of one thousand two hundred fifty dollars (\$1,250.00). To be eligible, employees must have five (5) years of service in the District. Retirement shall be defined to be in concert with the

rules and regulations of the Public Employees Retirement System.

- b. In the event of the death of a secretary before retirement, the estate of said secretary shall receive payment for unused sick days.

ARTICLE 27

TEACHERS--TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence, with full pay, each school year.

1. a. Four Personal Days

Application to the teacher's principal or other immediate supervisor for personal leave shall be made at least three (3) days before the requested day. Personal business days shall not be taken consecutively nor used to extend a holiday recess, including the N.J.E.A. Convention.

- b. Up to three (3) unused personal days may be converted to sick leave at the end of each school year and added to a teacher's accumulated sick leave.

2. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, brother, sister, parent or grandchild. Up to three (3) days at any one time in the event of a teacher's son-in-law, sister-in-law, aunts, uncles or grandparents. In the event of the death of a teacher or student in the Flemington-Raritan School District, the Principal or immediate superior of said teacher or student shall grant, to an appropriate number of teachers, sufficient time off to attend the funeral.

3. In order to promote professional growth and improvement, professional days relating to teachers' functions may be granted at the discretion of the Superintendent. Application for such days must be made at least three (3) days prior to the requested date.

4. Time shall be provided, with pay, for an appearance in any legal proceeding relating to teacher employment.

ARTICLE 28

SECRETARIAL EMPLOYEES--TEMPORARY LEAVES OF ABSENCE

As of July 1, employees shall be entitled to the following temporary non-accumulative leaves of absence, with full pay, each fiscal year:

- A. Four (4) personal business days shall be granted upon the approval of the employee's request. Such a day may involve: personal business, legal, household or family matters. Application to the employee's Principal via immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies), stating the reason.
- B. Unused personal leave days shall accumulate as sick leave.
- C. Five (5) days' leave of absence, with pay, will be granted upon request when a death occurs in the immediate family. Immediate family is defined to include husband, wife, father, mother, son, daughter, husband's parents and wife's parents. When individual circumstances are such that a close relative, other than those defined as a member of the immediate family, should be considered as a member of the immediate family, a special request may be granted by the Building Principal, not to exceed three (3) days.
- D. All secretaries shall be allowed two (2) days, with pay, to attend the N.J.E.A. Convention.

ARTICLE 29

TEACHER ASSISTANTS--TEMPORARY LEAVES OF ABSENCE

- A. Employees are entitled to one (1) personal leave pursuant to Policy 4436.
- B. Unused personal leave days shall accumulate as sick leave.

ARTICLE 30

TEACHERS--EXTENDED LEAVES OF ABSENCE

- A. It is the Board's prerogative to grant leaves, on the individual merits of each request, based upon the educational and financial needs of the District.

- B. All requests for leaves, extensions or renewal of leaves shall be applied for in writing to the Board by April 1st of the preceding school year. In case of emergency, this restriction may be waived by the Board.
- C. Any teacher wishing to return from leave must notify the Board, in writing, by April 1st of the leave year. Failure to meet this deadline will be interpreted as termination of employment.
- D. Upon return from any leave covered by this Article, all benefits to which an employee was entitled at the time the leave commenced, including unused accumulated sick leave, shall be restored.
1. Time spent on leave shall be considered as time not in the employ of the Board for placement on the salary guide, eligibility for self-improvement leaves, or retirement benefits. The Board may, however, on the recommendation of the Superintendent, grant advancement on the guide to a teacher returning from leave if that person presents evidence, in writing, that sufficient professional improvement has occurred during the leave to justify the increment.
 2. In order to be eligible for an increment, a teacher must have worked or been on approved paid leaves of absence under the terms of this contract at least ninety-three days during the contract year.
- E. The Board agrees that up to two (2) tenured teachers designated by the Association may, upon request, be granted a leave of absence, without pay, for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates of an educational nature, as approved by the Superintendent and the Board of Education and subject to local educational needs.
- F. A leave of absence, without pay, of up to one (1) year may be granted to any tenured teacher who joins the Peace Corps, Vista, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship, as approved by the Superintendent and the Board of Education, and subject to local educational needs.
- G. Disability Leaves
1. A teacher requesting a disability leave shall notify the Superintendent, in writing, of the commencement of the disability. A letter from the teacher's physician, certifying the disability, shall accompany the teacher's notification to the Superintendent.

- a. In the case of pregnancy, the teacher shall inform the Superintendent of the anticipated delivery date.
 - b. Three (3) months prior to the anticipated delivery date, the teacher may request a leave of absence while she is disabled, for which accumulated sick leave may be utilized.
2. The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity. Applicants for disability leaves which are to commence prior to November 1st and/or terminate after April 15th may be placed on an involuntary unpaid leave. When this occurs, a teacher who is placed on an involuntary unpaid leave shall be entitled to accumulated sick leave during the period of actual disability, according to the negotiated agreement. Medical benefits will continue in force until the end of the disability period. Any involuntary unpaid leave time shall be counted towards the 93 day leave requirement; however, time spent on actual disability leave shall not be counted.

H. Childcare Leaves

1. The Board shall grant voluntary unpaid leaves of absence for the purpose of childcare of an infant or adopted child to teachers who fulfill the requirements set out below.
 2. Childcare leaves are available only to tenured teachers.
 3. Requests for childcare leave shall be submitted to the Superintendent at least three (3) months prior to the proposed commencement of leave. The leave shall be for the remainder of the school year. Those teachers whose leave commenced after March 1st will be granted a one (1) year extension of leave, upon written request. All other requests for extension of childcare leave will be considered by the Board on an individual basis.
 4. In the case of an adoption, notice shall be given to the teacher's supervisor when filing for adoption. In cases of adoption, application shall be made for specific leave period as soon as the teacher is informed of the custody date.
- I. In cases of miscarriage or stillbirth, the teacher may elect to return to her position at an earlier date, subject to physician's approval and availability of an appropriate position.
 - J. A leave of absence, without pay, of up to one (1) year may be granted for the purpose of caring for a sick member of a tenured

teacher's immediate family. Additional leave may be granted at the discretion of the Board.

K. Self-Improvement Leaves

1. Any teacher who has been employed in the Flemington-Raritan District for a period of at least ten (10) years may apply for an unpaid leave of absence of one (1) school year's duration for the purpose of formal graduate study, independent research, writing of doctoral thesis, or rest and recuperation.
 2. The Board of Education may grant an unpaid leave for the aforesaid reasons to eligible teachers upon the recommendation of the Superintendent. Decisions shall be at the full discretion of the Board of Education. Approvals shall be based upon criteria, including:
 - a. Purpose of the leave.
 - b. Teacher's performance.
 - c. The needs of the District.
 - d. The availability of budgetary funds.
 3. Applications for leaves shall be submitted, in writing with reasons given, to the Board of Education no later than April 1st of the school year preceding the requested leave.
 4. No more than two (2) teachers may be on such leave at any time. However, if applications do not meet the criteria as stated above, such leaves need not be granted every school year.
 5. No teacher may be granted more than one (1) leave for the reasons stated in K.1. while in the employ of the District.
 6. Such leaves of absence will not be granted for the purpose of studying for or engaging in a trade or profession.
 7. During the unpaid improvement leave, the teacher shall be eligible for medical benefit coverage, but shall not be eligible for payment of sick days or disability leave.
 8. Upon return from such leave, all benefits to which an employee was entitled at the time the leave commenced, including unused accumulated sick leave, shall be restored.
- Time spent on improvement leave shall be considered as time not in the employ of the Board for purposes of placement on the salary guide. The Board may, however, on the

recommendation of the Superintendent, grant advancement on the guide to a teacher returning from leave if that person presents evidence, in writing, that sufficient professional improvement has occurred during the leave to justify the increment.

9. The teacher on improvement leave must notify the Board, in writing, no later than April 1st of the leave year of the teacher's employment intentions for the following school year. Failure to meet this deadline will be interpreted as a formal resignation.

ARTICLE 31

SECRETARIAL EMPLOYEES--EXTENDED LEAVES OF ABSENCE

- A. A maternity leave of absence will be governed by the official Board Policy.
- B. Extended leaves of absence due to illness will be governed by Board Policy.

ARTICLE 32

TEACHER ASSISTANTS--EXTENDED LEAVES OF ABSENCE

Extended disability leaves and childcare leaves are governed by Board Policy 4435.

ARTICLE 33

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Tuition Reimbursement

- A. Reimbursement will be made by the Board of Education, upon submission by the teacher to the Superintendent of receipts for payment from the college and the book store. Payment will be made following submission by the teacher of evidence that the course has been satisfactorily completed and a passing grade has been received.
- B. A year is defined as being from July 1st of one year to June 30th of the following year, for the purpose of this Article.

- C. All course work for which the School District is expected to make payment must be approved by the Superintendent in advance of any type of commitment. One-third (1/3) of the credits applied for may be undergraduate, but must be related to the teacher's current or proposed function in the Flemington-Raritan system. Course work shall be defined to mean instructional procedure administered by an accredited college or university, but not including T.V. courses.
- D. Each teacher is eligible for reimbursement of up to one thousand four hundred dollars (\$1,400.00) within one (1) year.
- E. The items eligible for reimbursement are tuition, fees, and required textbooks. All books purchased under this Agreement will become the property of the Flemington-Raritan Regional School District. Prior to purchase, it is the teacher's responsibility to check the School District's collection to avoid duplication.
- F. The Board shall reimburse secretaries for job-related courses taken with prior approval of the Superintendent.

ARTICLE 34

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Flemington-Raritan Education Association, Hunterdon County Education Association, the New Jersey Education Association, and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Said deductions shall be made in compliance with N.J.S.A. 52-14-15.9(e) and under rules established by the State Department of Education. Said moneys, together with records of any corrections, shall be transmitted to the Treasurer of the Flemington-Raritan Education Association by the 15th of each month following the monthly pay period in which deductions were made. Upon termination of employment of any teacher, the disbursing officer shall deduct any remaining amount due for that current school year. The Association Treasurer shall disburse such moneys to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth:

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. # _____

School Bldg. _____ District _____

To: Disbursing Officer _____ Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues, as certified by the organizations indicated, in equal monthly payments for all or part of the current school year and for the succeeding school year. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal which shall be effective to halt deductions as of the January 1st or July 1st date. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said moneys so deducted and transmitted in accordance with this authorization, and relieve the governing Board and all its officers from any liability thereof. I designate the Flemington-Raritan Education Association to receive dues and distribute according to the organizations named:

Flemington-Raritan Education Association	\$ _____
Hunterdon County Education Association	\$ _____
New Jersey Education Association	\$ _____
National Education Association	\$ _____

- B. The Association shall certify to the Board, in writing, the current rate of its membership dues.
- C. Additional authorizations for dues deductions may be received after August 1st under rules established by the State Department of Education.
- D. The filing of notice of teacher's withdrawal shall be prior to December 1st to become effective to halt deductions as of January 1st, and June 1st to become effective to halt deductions July 1st next succeeding the date on which notice of withdrawal is filed.
- E. By September 15th of each school year, upon request of a teacher, any portion of the teacher's salary, as designated, shall be deducted semi-monthly and forwarded monthly to the Hunterdon County School Employees Federal Credit Union in that teacher's name.

ARTICLE 35

MISCELLANEOUS PROVISIONS

A. This Agreement incorporates the entire understanding of the parties on all matters which are or could have been the subject of negotiations. During the term of the Agreement neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by law.

B. Separability

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

C. Compliance Between Individual Contract and Master Agreement

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

D. Printing Agreement

Copies of this Agreement shall be printed with the expense shared equally between the Board and the Association within thirty (30) days after the Agreement is signed.

ARTICLE 36

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1991, and shall continue in effect until June 30, 1993.

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

FLEMINGTON-RARITAN REGIONAL
BOARD OF EDUCATION

FLEMINGTON-RARITAN
EDUCATION ASSOCIATION

President

President

Secretary

Secretary

Date: _____

Date: _____

SCHEDULE A-1
TEACHERS' SALARY GUIDE
SCHOOL YEAR 1991-1992

<u>Years of Experience</u>	<u>Step</u>	<u>B.A.</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+30</u>
0	L	\$ 23,831	\$ 24,631	\$ 25,431	\$ 26,231
1	K	24,931	25,731	26,531	27,331
2-3	J	26,231	27,031	27,831	28,631
4	I	27,731	28,531	29,331	30,131
5	H	29,431	30,231	31,031	31,831
6-9	G	31,131	31,931	32,731	33,531
10-12	F	33,231	34,031	34,831	35,631
13-14	E	35,631	36,431	37,231	38,031
15-16	D	38,931	39,731	40,531	41,331
17-19	C	42,531	43,331	44,131	44,931
20	B	44,505	45,305	46,105	46,905
21	A	49,500	50,300	51,100	51,900
21+	L21	51,500	52,300	53,100	53,900

SCHEDULE A-2
TEACHERS' SALARY GUIDE
SCHOOL YEAR 1992-1993

<u>Years of Experience</u>	<u>Step</u>	<u>B.A.</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+30</u>
0	L	\$ 24,356	\$ 25,156	\$ 25,956	\$ 26,756
1	K	25,456	26,256	27,056	27,856
2	J	26,756	27,556	28,356	29,156
3-4	I	28,256	29,056	29,856	30,656
5	H	29,956	30,756	31,556	32,356
6	G	31,656	32,456	33,256	34,056
7-10	F	33,756	34,556	35,356	36,156
11-13	E	36,056	36,856	37,656	38,456
14-15	D	38,956	39,756	40,556	41,356
16-17	C	42,556	43,356	44,156	44,956
18-20	B	46,756	47,556	48,356	49,156
21	A	50,000	50,800	51,600	52,400
21+	L21	54,000	54,800	55,600	56,400

SCHEDULE B-1

Teachers supervising any extra-curricular activities that have been approved by the Board will be compensated at the rate of seventeen dollars (\$17.00) per hour. Effective July 1, 1993, this amount shall be eighteen dollars (\$18.00) per hour. The total number of hours to be allocated to each activity will be negotiated between the Superintendent and representative of the Association. (See B-2 attached.)

1. When conflicts of scheduling occur, and with the approval of the Superintendent, more than one person may be assigned to the activity involved.
2. Any extra-curricular Board-approved activity will be compensated and will not be open to non-compensated volunteer participation.
3. Payments will be paid in two (2) payments a year, December and June, or at the end of the sport season.
4.
 - a. A notice of openings for Board-approved extra-curricular activities will be posted with recommended minimum qualifications for each activity listed.
 - b. Teacher applications for these activities will be in writing stating their background/qualifications for the position which they are seeking.

SCHEDULE B-2

EXTRA-CURRICULAR ACTIVITIES

<u>Activity</u>		<u>1991-1993 Hours</u>	<u>\$17 per hour 1991-1992</u>	<u>\$18 per hour 1992-1993</u>
<u>Interscholastic Sports</u>				
Field Hockey	A	108	\$ 1836	\$ 1944
	B	96	1632	1728
Soccer (Boys, Girls)	A	108	1836	1944
	B	96	1632	1728
Basketball (Boys, Girls)	A	168	2856	3024
	B	120	2040	2160
Lacrosse	A	132	2244	2376
	B	108	1836	1944
Softball	A	132	2244	2376
	B	108	1836	1944
Cheerleading		96	1632	1728
<u>Intramurals</u>		100	1700	1800
<u>Clubs</u>				
Art		55	935	990
Baseball Cards		55	935	990
Computer		55	935	990
Drama (Hours may be shared by more than one employee)		150	2550	2700
Student Council (Hours may be shared by more than one employee)		95	1615	1710
Home Arts		45	765	810
Geography		45	765	810
<u>Others</u>				
Chaperones		100	1700	1800
Music (3 employees share listed hours)		60	1020	1080
SAT Preparation		10	170	180
Yearbook		100	1700	1800
Yearbook Photography		45	765	810
Generals		60	1020	1080

SCHEDULE C-1

SECRETARIAL SALARY GUIDE

SCHOOL YEAR 1991-1992

<u>Step</u>	<u>Administrative Secretary</u>	<u>Twelve-Month Secretary</u>
1	\$ 19,450	\$ 17,000
2	20,150	17,700
3	21,105	18,655
4	21,950	19,500
5	24,800	22,300
6	26,000	23,500

New Hires

0 to 4 years' experience	Step 1
5 to 7 years' experience	Step 2
8 to 10 years' experience	Step 3
11 to 14 years' experience	Step 4
15 years' experience	Step 5
16+ years' experience	Step 6

SCHEDULE C-2

SECRETARIAL SALARY GUIDE

SCHOOL YEAR 1992-1993

<u>Step</u>	<u>Administrative Secretary</u>	<u>Twelve-Month Secretary</u>
1	\$ 20,250	\$ 17,650
2	20,950	18,350
3	21,650	19,050
4	22,705	20,105
5	24,800	22,300
6	27,380	24,880

New Hires

0 to 4 years' experience	Step 1
5 to 7 years' experience	Step 2
8 to 10 years' experience	Step 3
11 to 13 years' experience	Step 4
14 years' experience	Step 5
15+ years' experience	Step 6

SCHEDULE "D"

SECRETARIAL HOLIDAY CALENDAR

SCHOOL YEAR 1991-1992

Friday, July 3.....Fourth of July
Monday, September 7.....Labor Day
Wednesday, October 7.....Yom Kippur
Thursday & Friday, November 26 & 27.....Thanksgiving Recess
Thursday & Friday, December 24 & 25;
Monday, Thursday, & Friday, December 28, 31,
and January 1.....Winter Recess
Friday & Monday, February 12 & 15.....Presidents' Weekend
Friday, Monday, & Friday,
April 9, 12 & 16.....Spring Recess
Monday, May 31.....Memorial Day

SCHEDULE E-1

TEACHER ASSISTANTS--DAILY RATE

1991-1992

	<u>Step</u>	<u>Rate</u>
Friday, July 1		
Monday, September 7	1	\$ 69.43
Wednesday, October 7	2	73.43
Thursday & Friday, November 1 & 2	3	77.93
Thursday & Friday, December 1 & 2	4	81.26
Friday, January 1		
Friday & Monday, February 1 & 5		
Friday, Monday & Friday, March 1, 5 & 9		
Monday, May 1		

SCHEDULE E-2

TEACHER ASSISTANTS--DAILY RATE

1992-1993

<u>Step</u>	<u>Rate</u>
1	\$ 72.90
2	76.89
3	80.94
4	86.54

STAFF

STAFF LIST - 1963-1964

1963-1964

<u>NAME</u>	<u>GRADE</u>
08.00	1
18.00	2
28.00	3
38.00	4

FLEMINGTON-RARITAN REGIONAL SCHOOLS

SCHEDULE "B"
SECRETARIAL HOLIDAY CALENDAR
SCHOOL YEAR 1992-1993

Friday, July 3.Fourth of July
Monday, September 7Labor Day
Wednesday, October 7.Yom Kippur
Thursday & Friday, November 26 & 27Thanksgiving Recess
Thursday & Friday, December 24 & 25;
Monday, Thursday, & Friday, Dec. 28, 31, & Jan. 1 . .Winter Recess
Friday & Monday, February 12 & 15Presidents' Weekend
Friday, Monday, & Friday, April 9, 12, & 16Spring Recess
Monday, May 31.Memorial Day

Approved by Board of Education on April 13, 1992

