

4. 023.2

03-15

FLORENCE TOWNSHIP EDUCATION ASSOCIATION

AND

FLORENCE TOWNSHIP BOARD OF EDUCATION

(Employer)

AGREEMENT

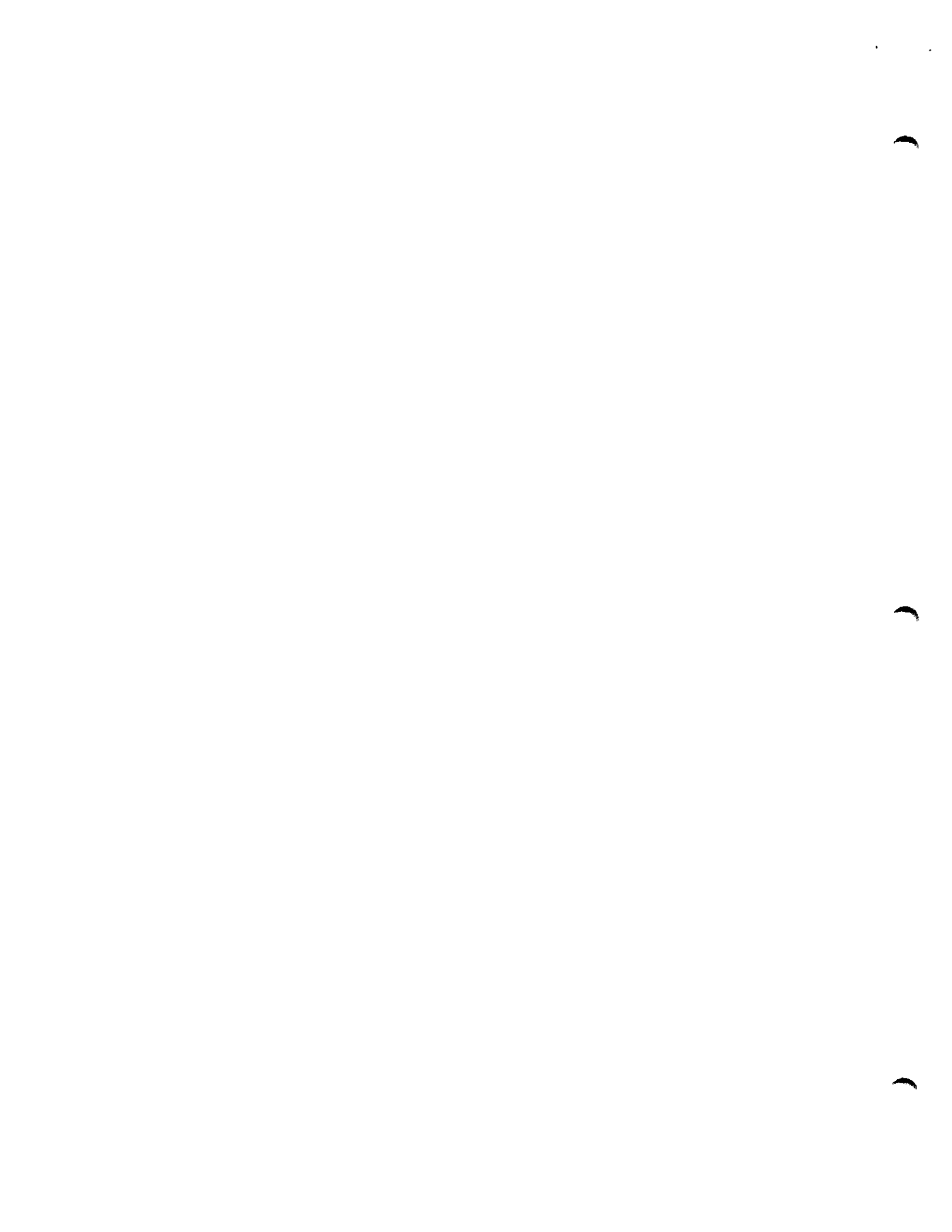
1988-1989

1989-1990

X July 1 1988 - Indefinite

INDEX

		<u>Page(s)</u>
Preamble		1
Article I	Recognition	2
Article II	Negotiation Procedure	3,4
Article III	Grievance Procedure	4,5,6,7
Article IV	Teacher Rights	7,8
Article V	Association Rights and Privileges	8,9
Article VI	Calendar	9
Article VII	Teaching Hours and Teaching Load	10,11,12
Article VIII	Class Size	12,
Article IX	Staffing	12
Article X	Teacher Employment	12,13
Article XI	Salaries	13,14
Article XII	Teacher Assignment	14
Article XIII	Voluntary Transfers and Reassignments	14
Article XIV	Involuntary Transfers and Reassignments	14,15
Article XV	Promotions	15
Article XVI	Selection Procedure for Advisors, Coaches and Sponsors	15,16
Article XVII	Additional Teaching Programs	16
Article XVIII	Teacher Evaluation	16,17,18
Article XIX	Teacher Facilities	18
Article XX	Teacher-Administration Liaison	18,19
Article XXI	Instructional Council	19
Article XXII	Sick Leave	19,20
Article XXIII	Temporary Leave of Absence	20,21
Article XXIV	Extended Leave of Absence	21,22
Article XXV	Substitutes	22,23
Article XXVI	Sabbatical Leaves	23
Article XXVII	Professional Development and Educational Improve- ment	24
Article XXVIII	Protection of Teachers, Students and Property	24,25
Article XXIX	Classroom Control and Discipline	25
Article XXX	Insurance Protection	25,26
Article XXXI	Personal and Academic Freedom	26
Article XXXII	Association Payroll Dues and Deductions	27
Article XXXIII	Representation Fee	27,28
Article XXXIV	Miscellaneous Provisions	28,29
Schedule A-1	Chart for Determining Placement on Guide	30
Schedule A-1	Salary Schedule 1988-89	31
Schedule A-1	Salary Schedule 1989-90	32
Schedule B-1, B-2	Extra-Curricular Activities Compensation	33,34
Schedule C-1	Athletic Activities Compensation 1988-89	35
Schedule C-2	Athletic Activities Compensation 1989-90	36
Schedules D1, D-2	Department Chairperson Compensation 1988-89 and 1989-90	37
Article XXXV	Duration of Agreement	38
Appendix	SideBar Agreements	39



PREAMBLE

This Agreement entered into this 17th day of June 1988, between the Board of Education of Florence Township, County of Burlington, and State of New Jersey, hereinafter called the "Board", and the Florence Township Education Association, hereinafter called the "Association".

Whereas, the members of the Association desire to advise on the formulation of policies and programs designed to improve educational standards, and to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement be it

Resolved, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel under contract employed by the Board, including:

Classroom Teachers
Nurses
Guidance Counselors
Librarians
Social Workers
Learning Disability Specialists
but excluding:

Superintendent
Principals
Assistant Principal
Supervisor of Child Study Team
Supervisor of Curriculum and Instruction
Administrative Aides
Substitute Teachers of all kinds
Adult School/Evening Instructors
School Psychologists

- B. Unless otherwise indicated, the term "teachers", when used in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Any agreement so negotiated shall apply to all teachers, be reduced in writing, and be signed by the Board and the Association at a regularly scheduled meeting.
- B. During negotiations, one spokesman at a time for the Board and one for the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection all pertinent records, data, and information that is a matter of public record of the Florence Township School District.
- C. 1. Representatives of the Board and the Association negotiating committees shall meet as needed for the purpose of reviewing the administration of this Agreement, and to resolve the problems that may arise. These meetings are not intended to bypass the grievance procedure.
- a. Each party shall submit to the other, at least three days (3) prior to the meeting, an agenda covering matters they wish to discuss.
 - b. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities unless otherwise agreed.
2. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and shall be signed by the Board and the Association.
- D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained hereto shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

ARTICLE II
NEGOTIATION PROCEDURE

- E. The Board agrees not to negotiate concerning said employees in negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- F. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- G. This Agreement shall not be modified in whole or in part by the parties except by an instrument duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim affecting a teacher, group of teachers, or the Association based upon the application, interpretation, or violation of this Agreement, policies, or administrative decisions.

Should the obligation to include the above procedure be reversed by court decision, said provision is null and void.

2. An "aggrieved person" is the person or persons or the Association instituting the claim.

3. A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the claim.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise concerning the welfare or terms and conditions of employment of

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

C. PROCEDURE

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be altered by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced, by mutual agreement, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level #1

Within 10 school days a teacher with a grievance shall first discuss it with his principal or supervisor (CST/C & I) with the objective of resolving the matter informally. The teacher and/or Principal/Supervisor may or may not elect to have the Association building representative present, if mutually agreeable.

4. Level #2 - Principal/Supervisor

If the aggrieved person is not satisfied with the disposition of his grievance at Level #1, or if no decision has been rendered within five (5) school days after the informal meeting with the building principal or the supervisor, he may file the grievance in writing with the Association within five (5) school days after the decision at Level #1 or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, and if it has merit, the Association shall refer it to the principal or the supervisor.

5. Level #3 - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level #2, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the principal or supervisor, he may, within five (5) school days after a decision by the principal or supervisor or fifteen (15) school days after the grievance was delivered to the principal or supervisor, whichever is sooner, request in writing that the Association submit its grievance to the Superintendent. If the Association determines that the grievance is meritorious, subsequent to Level #2, it may submit the grievance in writing to the Superintendent within fifteen (15) school days after receipt of a request by the aggrieved person.

6. Level #4 - Board of Education

The Superintendent shall request a report on the grievance from the principal or supervisor and shall confer with the employee and principal or supervisor separately.

The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. He shall communicate his decision in writing along with the supporting reasons to the employee, the principal or supervisor, and the Association.

If the grievance is not settled after reaching the Superintendent of Schools, the matter may be referred back to the Association for reconsideration. The Association shall make a determination as soon as possible, but within a period not to exceed ten (10) school days, notifying the employee in writing of that determination.

If the Association determines that the grievance has merit, it shall recommend to the Superintendent that the grievance be reviewed again, and shall submit its recommendation for consideration. The Superintendent shall make a determination within five (5) school days. If not satisfactorily resolved, the grievance is to be submitted to the Board of Education. The Board will meet with the employee and principal/supervisor and make a determination within ten (10) days, notifying in writing the employee, superintendent, principal, supervisor and Association of its decision.

7. Level #5

In the event a grievance has reached an impasse and cannot be resolved under Article III, either party may seek advisory arbitration without the other's consent.

When advisory arbitration is intended to be used in the remediation of a grievance, the following conditions must exist:

- a. The topics for arbitration will be limited only to the 'express terms of the written Agreement'.
- b. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can neither add to nor subtract anything from the Agreement between the parties.
- c. Grievances that are related to Board policies and or administrative decisions and practices shall not be topics for recognition.

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. It is understood that any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option by a representative selected or approved by the Association, also at Level #1, if mutually agreeable. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its

views at all stages of the grievance procedure. However, the aggrieved person must be present at all times.

2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participants in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. If, in the judgement of the Association, a grievance affecting a group or class of teachers has merit, the Association may submit such grievance in writing to the principal directly and the proceedings of such grievance shall be commenced at Level #2. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Forms for filing grievance, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent 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 not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore, referred to in this Article.

4. 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.

5. Any employee who may have a grievance pending shall not have the right to refuse an Administrative directive or a Board policy on the grounds that he has instituted a grievance. The employee must continue under the direction of the Superintendent and Administrators regardless of the pending grievance until such grievance is properly resolved.

ARTICLE IV

TEACHERS RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under the New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

B. The Board shall have the right to discipline, discharge, reprimand, reduce in rank or compensation except that such

action should be taken only for just cause.

C. Whenever any teacher is required to appear before the Superintendent or his designee, Board or any committee concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, he shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him.

D. The teacher shall maintain the right and responsibility to determine grades within the grading policy of the Florence Township School District based upon his/her professional judgement of available criteria pertinent to any subject area activity for which he/she is responsible. Each teacher shall submit his/her criteria for grade determination in writing to the building principal no later than September 30th of each school year. No grades shall be changed without prior consultation. The final determination for any change shall be made by the Superintendent who will take into consideration recommendations made by the teacher and the principal.

E. All teachers will be encouraged by the Association and Administration to attend FFA/PTA meetings, Open House Programs, and Evening Parent Conferences.

F. All staff members will assist in situations of an emergency nature to insure proper conduct within the schools and maintain the health and safety of the student body.

G. Teachers may wear lapel pins or other similar type of identification as members of the Association.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available, in the Board of Education Office, minutes of the regular and special meetings, a copy of the yearly audit, salary information for staff members and a copy of all policies of the Board. All the above-listed materials must remain in the Board Office.

B. Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiation or grievance proceedings, he shall suffer no loss in pay.

C. The Association and Association representatives shall have the privilege to use school buildings during regular custodial hours for meetings. All meetings must conclude prior to 10 P.M. The principal of the building shall be notified in advance of the areas requested, and the time of such meetings must be shared so there will be no scheduling conflicts. If no conflict exists, permission will be granted.

D. The Association shall have the privilege to use the following school owned equipment; typewriters, mimeographing machines, calculating machines and other types of equipment at the discretion of the Superintendent. The Association shall pay for the reasonable cost of all materials incident to such use.

E. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board at the price paid by the Board.

F. The Association shall have, in each building, the exclusive use of a bulletin board in each faculty lounge. Copies of all materials to be posted on the bulletin board shall be given to the building principal but no approval shall be required.

G. The Association shall have the privilege to use the inter-school mail facilities and school mailboxes for Association Business only and without the approval of building principals or other members of the Administration.

H. With the prior permission of the Superintendent, the President of the Association, either the Vice-President or the Chief Negotiator, or the BCEA representative may be granted leave to attend the county or state meetings for Association business not in excess of two (2) days. Each aforementioned delegate will be granted a personal-business day and one "grace" day (i.e., one day not charged to Personal-Business Days). Leaves of this nature must be so started on the Notification of Absence Form. Additional days may be added at the discretion of the Superintendent, and they will be charged to Personal-Business days of the individual.

ARTICLE VI

CALENDAR

A. The establishment of a school calendar shall be at the discretion of the Board and will be subject to such changes as may be necessitated by emergencies.

B. The proposed calendar will be presented to the Association for discussion and recommendations prior to adoption by the Board.

C. Proposals for consideration of changes in the school calendar will be received from the Association by the Board through the Superintendent.

D. A maximum of one hundred eighty (180) teaching days will constitute an academic year with the provision for one extra day for orientation, two extra days for in-service, and one extra day for school closing.

ARTICLE VII
TEACHING HOURS AND TEACHING LOAD

- A. 1. All teachers shall indicate their presence for duty each day by indicating their time of arrival and departure in the office.
2. The in-school work day for high school teachers shall consist of not more than seven (7) hours. The work day of teachers in the elementary schools will consist of not more than six hours and fifty (50) minutes.
3. No teacher will be required to report to work earlier than fifteen (15) minutes prior to the opening of the pupil's school day. Elementary teachers shall be permitted to leave thirty (30) minutes after the close of the pupil's day. High School teachers shall be permitted to leave fifteen (15) minutes after the close of the pupil's day. On days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's day.
- Roebbling School morning bus duty will be handled in the following manner:
- a. The position will be advertised internally for any Roebbling school staff member who wishes to assume this responsibility on an annual basis with a compensation of \$540.00.
- b. The compensated person's bus duty hours will extend from 7:40-8:10 A.M. each day of school.
- c. Regular staff rotation will begin at 8:10 A.M.
- d. Should no staff member volunteer to assume the compensated position at 7:40 A.M., then regular staff rotation will continue as previously scheduled in the past.
4. The Administration may request an individual teacher to remain after the pupil day as defined above for the purpose of meeting with a student or parent. The conference will begin at the close of the pupil's day.
- B. 1. The daily teaching load in grades seven through twelve inclusive shall be no more than six (6) teaching periods. In the high school, grades nine through twelve, teaching periods shall not exceed fifty (50) minutes. In grades seven and eight teaching periods shall not exceed forty-five (45 minutes). Assignments to a supervised study period, cafeteria or library shall be considered teaching periods. Each teacher shall be responsible for a daily homeroom period of ten (10) minutes maximum.
2. The unassigned period is a professional time provided for the teacher to engage in activities related to their teaching responsibilities, such as planning, conferring with pupils, administrators or other staff members. No one is to leave the building during the unassigned time without administrative approval.

3. Department heads and/or coordinators shall not be assigned more than five (5) student instructional-supervision periods per day. They will serve in the capacity of liaison between the departments and Administration and will be compensated one additional period per day plus compensation as noted in Schedule D.
 4. Every teacher shall submit lesson plans on the dates or days established by the building principal. Lesson plans will not follow a mandated or specified form, but will present adequate details of the chronology and progress of the course of instruction.
 5. The Administration will make every effort to develop a program of studies that will not require teachers in grades 7 - 12 to teach more than two (2) subject areas nor more than a total of three (3) teaching preparations.
 6. The Administration will make every effort to develop a schedule in grades 7 -12 that will be arranged in such a way that teachers shall not be required to teach continuously for more than three (3) periods nor two (2) where double periods are used. If the teacher's schedule does not conform to the aforementioned schedule, the teacher may request an adjustment which will be made if possible.
- C.
1. Teachers shall have a daily duty-free lunch period that is at least equal to the period of time allowed the students.
 2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. It will be the teacher's responsibility to indicate departure and return.
- D.
1. Teachers and other certificated personnel may be required to remain after the end of the regular school day, without additional compensation, for the purpose of attending faculty or other professional meetings, a maximum of two (2) days each month. Such meetings shall begin fifteen (15) minutes after the student dismissal time and shall run no more than forty-five minutes. In the event of a pending evaluation by the New Jersey State Department of Education or the Middle States Association of Colleges and Secondary Schools the above will have to be waived.
 2. An Association representative may speak to the teachers at any meeting for fifteen (15) minutes on the prior request of the Association. This shall be in addition to the 45 minute faculty meeting.
 3. The notice of teachers' meetings and the agenda shall be given to the teachers involved three (3) days prior to the meeting, except in emergencies. Teachers shall have the right to suggest items for the agenda, and there will be provision in each meeting for the introduction of new business.

4. Prior permission for absence from the meeting must be obtained from the principal, and arrangements shall be made by the teachers to review the pertinent portions of the meeting.
- E. Classroom teachers in grade 7 - 12 shall have a daily preparation period, or the equivalent of one preparation period during which time they shall not be assigned to any other duties. Special effort will be made to improve the scheduling in the lower grades.
- F. The Association shall be notified in each instance where an emergency necessitates an exception to the above. A disagreement over whether an exception is justified shall be subject to the grievance procedure.
- g. Teacher participation in field trips which extend beyond the teacher's in-school workday, overnight, or on weekends shall be voluntary.
- H. Teacher participation in extra-curricular activities shall be compensated for according to negotiated pay schedules.
- I. A teacher may be required on a rotating lowest seniority basis to chaperone after normal school hours student dances, student performances, or interscholastic athletic events. Teachers who volunteer to be chaperones will be removed from the assignment list until a complete cycle is reached. A teacher who assists in the above chaperoning will be compensated by separate check at the rate of \$20.00 per event, unless the teacher is the advisor of the particular event.

ARTICLE VIII

CLASS SIZE

Class size remains a subject of concern to the Board in the interest of maintaining quality education. Class size is not subject to the grievance procedure.

ARTICLE IX

STAFFING

The Administration will continue a review of all assignments and equalization of the teaching load where possible.

ARTICLE X

TEACHER EMPLOYMENT

- A. 1. Teachers who are new to the district shall be employed at their degree position on the appropriate step of the salary guide. The salary guide shall contain a chart which reflects initial placement in a manner consistent with that utilized for presently employed teachers. Upon initial employment, credit shall be given only for full-time teaching experience in a duly accredited school.

- A. 2. Additional credit not to exceed four (4) years shall be given for military experience.
3. Teachers employed on a part-time basis shall be entitled to step movement on the salary schedule upon the completion of the equivalent of a year of Full Time Service.
- B. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30, provided an agreement has been reached.
- C. The Board shall give to each Non-tenured teacher continuously employed since the preceding September 30 either..
 - 1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment "but" with such increases in salary and benefits as may be required by law or agreed between the Board and the Association.

or

2. A written notice no later than April 30 such employment shall not be offered.

ARTICLE XI

SALARIES

- A. The salaries of all teachers covered by this Agreement will be set forth in the Attached Salary Schedule A.
- B. 1. Teachers shall be paid on the first Friday following Labor Day. The following pay shall be on the last Friday in September. During the remainder of the year, teachers shall be paid every other Friday. The last check will be disbursed on the last working day.
2. Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay. One-half (1/2) of these funds shall be paid to the teachers on the first day of July and the balance on August 1st. Teachers are not privileged to discontinue or to withdraw funds prior to the termination date.
3. Activities listed in Schedule B (Extra-Curricular Activities) will be reimbursed by a separate check for each activity upon completion of each activity, provided that all obligations have been fulfilled and proper notification has been given to the Board Secretary by the appropriate administrator.
4. Activities listed in Schedule C (Athletic Activities) will be reimbursed by a separate check for each activity upon completion of each activity except for interscholastic athletic coaches who will be reimbursed by two (2) separate checks half-way through the season and upon completion of the season, provided that all obligations have been fulfilled

and proper notification has been given to the Board Secretary by the appropriate administrator.

5. Annual salary increases shall be in addition to longevity pay.

ARTICLE XII

TEACHER ASSIGNMENT

- A. 1. All teachers will be given written notices of their class or subject assignments, building assignments, and room assignments for the forthcoming year not later than August 15.
2. In the event of any changes in such schedules, class or subject assignments after the opening day, the Association and the teacher affected shall be notified promptly, and upon the request of the teacher, the changes will be reviewed with the principal and the teacher affected or, at his option, a representative of the Association.
- B. 1. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable.
2. Teachers who may be required to use their automobiles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the rate of twenty (20) cents per mile.

ARTICLE XIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. 1. The Superintendent shall post in each building a list of known vacancies as they occur during the school year.
2. Teachers who desire a change in grade or subject assignment or who desire to transfer to another building may file a written request to that effect with the Superintendent not later than May 1. The request will be in effect for one year from the date it is submitted. The final decision relative to such a request will be at the discretion of the Administration.

ARTICLE XIV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. 1. Notice of an involuntary transfer or reassignment shall be given to the teacher as soon as practical and, except in case of emergency, not later than June 1.
- B. 2. Notice of an involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the principal, at which time, the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher

may, at his option, have an Association representative present at such meeting.

ARTICLE XV

PROMOTIONS

- A. 1. Positions on the Administrator-Supervisor levels of responsibility including, but not limited to positions such as superintendent, principal, assistant principal, assistant to principal, and supervisor shall be considered promotions.
2. All vacancies in promotional positions shall be adequately publicized by the Superintendent after the vacancy has been reviewed with the Board and a job description of the position formulated. A copy of each posting shall be sent to the president of the Association. Qualifications for the position shall be included with the posted notices.
3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice. The notice shall be posted at least twenty (20) days in advance of the closing date for receipt of applications.
4. Teachers who desire to apply for anticipated promotional vacancies which may occur during the vacation period shall submit their names to the Superintendent indicating the position/positions which they desire to apply for and the address where they can be contacted during the summer.
5. When a position is not filled within sixty (60) days, notice to that effect will be posted and the position readvertised.

ARTICLE XVI

SELECTION PROCEDURE FOR ADVISORS, COACHES AND SPONSORS

To forestall confusion and consternations the following guidelines will be applied in the selection of advisors, coaches and sponsors of interscholastic and intra-school curricular activities from among existing district personnel. The positions included herein are listed on Schedules B&C.

1. By April 15th the athletic director will poll existing interscholastic coaches and building principals will poll all remaining sponsors/advisors listed in schedules B & C to determine their desire to be considered for reappointment in the subsequent school year. Those coaches/sponsors/advisors not recommended by the Superintendent for reappointment will receive written notification by April 30th, in the case of Spring sports notification of non-renewal will be made by May 30th.

2. Known vacancies shall be posted by the Superintendent in all schools by May 1 with the exception of Spring sports which shall be posted by June 1. Vacancies shall be posted for a period of ten (10) calendar days. The Board will give by June 15th to each coach/advisor/sponsor recommended for reappointment a written notice of appointment.

3. If circumstance cause a vacancy to occur prior to the polling date and the vacancy requires a replacement prior to the subsequent year, the Superintendent shall post the position in each building within ten (10) calendar days. The position shall remain posted for ten (10) school days and a qualified candidate sought.

4. In the event that a vacancy occurs that must be filled during the teachers' Summer vacation, the Superintendent shall inform all members recognized under this agreement of the vacancy by a direct mailing. The mailing will be sent to the end of year address submitted to the Superintendent.

5. Qualifications that are desirable would include experience as a former player or coach or experience as an advisor/sponsor. This may be waived for a staff member who has performed successfully as a coach in another sport or has demonstrated personal traits that would make him/her an apt pupil of the sport, or for candidates who possess the ability to impart the skills of the sport and be able to establish a respectful rapport and enthusiastic response from the student-athletes.

Applicants who are within the building where the activity takes place and have some experience in coaching/advising/sponsoring such an activity will be given due consideration. However, enthusiasm, skill potential and the ability to relate to students will also be considered.

6. When no response is forthcoming from within the district, then proper protocol will be followed in keeping with state policy.

7. The final selection and recommendation to the Board of Education rests with the Superintendent of Schools in cooperation with the Principal.

ARTICLE XVII

ADDITIONAL TEACHING PROGRAMS

- A. 1. All openings for positions in the additional teaching programs shall be publicized by the Superintendent prior to the start of the activity. Home teaching openings shall be posted by the building principal as they occur.
2. Teachers will be compensated at the rate of \$16.00 per hour for Home Instruction in 1988-1989 and \$16.50 per hour for 1989-1990.
3. Teachers will be compensated at the rate of \$16.00 per hour for Summer School in 1988-1989 and \$16.50 per hour for 1989-1990.

ARTICLE XVIII

TEACHER EVALUATION

- A. 1. All monitoring and observation of teaching staff performance shall be conducted openly and with full knowledge of the staff member. Each observation shall consist of at least a full period

in grades 7 - 12 or a complete lesson in the elementary schools.

2. Evaluation reports shall be authorized by professionals whose respective certificates authorize supervision of instruction.

3. Before any evaluation report is finalized, submitted to the Central Administration, or placed in the personnel file, such report shall be discussed at a post-observation conference to be held between the teaching staff member and evaluator within ten (10) days of the observation. The teaching staff member will be given a copy of the written evaluation at least one day before any conference is held to discuss it. He/She shall have the right to submit a written response to any material within this report within 15 days of the post-observation conference. This response will be reviewed by the evaluator and will be attached to copies of the report in all file locations.

4. Every evaluation shall be signed by both the evaluator and the teaching staff member evaluated. The teaching staff member's signature, however, shall not be interpreted as an assent to the contents signed. In no event shall anyone be asked to sign an incomplete evaluation. Public disclosure of the contents of the evaluation or the responsive comments, if any, shall be governed by relevant statute, rule and policy.

5. Evaluative reports will be issued in the name of the supervisor who performed the observation and addressed to the teaching staff member. Carbon copies will be forwarded to the Superintendent of Schools and kept by the supervisor. Such reports will be in narrative form and will include:

- (a) Areas of professional strengths of the teaching staff member as evidenced during the period since the previous report.
- (b) Areas of need of professional improvement as evidenced during the period since the previous report.
- (c) Specific suggestions as to measures which the teaching staff member might take to improve his/her performance in each of the areas wherein need of professional improvement has been indicated.

6. The supervisory evaluations of tenured teaching staff members may occur any time after school commences in September; however, one evaluation must have been provided no later than February 1.

7. The Annual Summary Conference may be held at any time after April 1 and prior to the conclusion of the school year.

B. 1. Each teacher shall have a personnel file established and maintained in the Office of the Superintendent of Schools.

2. Each teacher shall have the opportunity once each year to review with the Superintendent of Schools the contents of the teacher's personnel file. The request for review must be in writing. A teacher shall be entitled to have an authorized representative of the Association accompany him or her during such review.

3. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall also have the right to submit a written answer which shall be reviewed by the Superintendent and attached to the file copy.
- C. All materials contained in the teacher personnel file is confidential; however, a teacher shall be permitted to reproduce or circulate any material in his file.

ARTICLE XIX

TEACHER FACILITIES

- A. Each school shall have the following facilities:
1. Space in each classroom where teachers may store instructional materials and supplies.
 2. An appropriately furnished room reserved for the use of teachers as a faculty lounge. Teachers will be expected to exercise reasonable care in maintaining the cleanliness and appearance of the room, and it shall be cleaned by the custodial staff.
 3. A work area, which may be in the faculty lounge, will be provided for use by the teachers in the preparation of instructional materials. An electric fan will be provided to alleviate any discomfort due to heat.
 4. A servicable desk, chair, and filing cabinet for the use of each teacher.
 5. An adequately lighted and clean teacher's room, separate from the student rest rooms.
 6. A minimum of two typewriters and two duplicating machines for the use of the teachers.
 7. A telephone will be made available through the central switchboard to provide privacy specifically for calls to parents and for school related business.

ARTICLE XX

TEACHER-ADMINISTRATION LIAISON

- A. The Association shall select a Liaison Committee for each building which may meet with the principal at least once a month during the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. Areas for consideration shall include but not limited to such matters as curriculum, textbooks, distribution of materials and supplies, discipline and parent visitation. Said committee shall consist of not less than three (3) teachers from each building.

- B. The Association's representative may request meeting with the Superintendent during the school year to review and discuss current school problems and practices and the administration of this agreement.

ARTICLE XXI

INSTRUCTIONAL COUNCIL

- A. 1. The Association and the Board shall form an Instructional Council. The council shall, by prior request, have a place on the agenda of the regularly scheduled Board meeting, to advise the Board of such matters as teaching techniques, testing and evaluation, recruitment, research and experimentation, educational specifications for building and other related matters regarding the effective operation of the Florence Township School District.
2. The council shall consist of three (3) representatives appointed by the Superintendent and three (3) representatives appointed by the Association. These representatives shall be selected from the members of the professional staff.

ARTICLE XXII

SICK LEAVE

- A. All teachers employed under a full-time contract shall be entitled to ten (10) days each school year as of the first official date of the school year whether or not they report for duty on that day. Those full-time teachers with twelve (12) or more years of service in Florence Township shall be entitled to an additional two (2) days of sick leave which will be accumulative. Teachers who are employed at less than full-time status shall be entitled to a pro-rated portion of sick leave offered to full-time teachers. Unused sick leave days shall be accumulated from year to year with no maximum limit. Repetitive absence can be cause for requesting a physician's note.
- B. 1. Upon retirement from the District as verified by the Teachers' Pension and Annuity Fund, a teacher shall be eligible for payment of unused sick leave accumulated while employed in the District.
2. Teachers retiring at the end of a school year are required to give 60 days written notice. Teachers retiring during the school year are asked to give 90 days written notice
3. Teachers shall be paid \$22.00 for each accumulated unused sick day.
4. Payment for unused sick days shall be made upon retirement or, at the teacher's request, on January 30th. For those retirees who do not give notice as specified in paragraph 2 above, payment shall be made 30 days subsequent to the actual date of retirement.
5. Death benefits: In the event of the death of a teacher, payment due for accumulated sick leave shall be made to the estate of the deceased teacher.

- C. By October 1st, the Board will notify each teacher regarding how many sick leave days and personal days he/she has accumulated.
- D. Perfect attendance - Teachers shall be entitled to an outstanding attendance honorarium of \$250.00 for perfect attendance. Perfect attendance is the use of no personal or sick leave.

ARTICLE XXIII

TEMPORARY LEAVE OF ABSENCE

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

1. Four (4) days of leave of absence may be granted to full-time teachers by the Superintendent of Schools for personal business. Teachers who are employed at less than full-time status shall be entitled to a pro-rated portion of leave of absence days offered to full-time teachers. Application for such leaves shall be made at least (2) days before taking such leave, except in case of emergency. A reason for said leave shall be stated.

Approval will be granted for the following reasons:

- (a) Recognition of a religious holiday.
- (b) Legal commitments and Legal transactions.
- (c) Medical appointments.
- (d) Marriage of employee or marriage in the immediate family.

Approval may be granted for the following reason:

(d) Personal business or Emergencies which cannot be handled outside of school hours. A reason must be stated for said leave.

2. Unused personal days can be accumulated upon retirement. The method of payment will be consistent with the payment of accumulated sick leave in Article XXII Sections B4 & B5. Unused personal days will be compensated at the rate of \$22.00 per day. No more than four (4) personal days may be used per year.

3. Up to three (3) days will be granted in the event of the death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, grandparents, brother-in-law, sister-in-law, and any other member of the immediate household. When adverse circumstances prevail, additional leave up to two days may be granted by the Superintendent upon request of the teacher.

4. In the event of the death of a teacher or student in the Florence Township School District, the Superintendent shall grant to an appropriate number of teachers sufficient time off to attend the funeral. The time and number shall be at his discretion.

5. Time necessary for persons called into temporary active duty by any unit of the U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session shall be granted.

6. Other leaves of absence with pay may be granted by the Board for a good reason.

ARTICLE XXIV

EXTENDED LEAVE OF ABSENCE

- A. A leave of absence without pay for up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps or serves as an exchange teacher or overseas teacher and is a full time participant in either of such programs, or accepts a Fulbright Scholarship.
- B. Upon written request, military leave without pay shall be granted to any teacher who is inducted into any branch of the armed forces by the United States for the period of conscription stipulated by law.
- C. A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's family. Additional leave may be granted at the discretion of the Board.
- D. Other leaves of absence without pay may be granted by the Board for a good reason, such as adoption.
- E. Time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on leave unless granted under Section A and B.
- F. All benefits to which a teacher was entitled at the time of his leave of absence shall be preserved in his absence, except where prohibited by existing rules and regulations of the carrier. (E.G. State Health Benefits Program)
- G. All extension or renewals of leaves shall be applied in writing.
- H. Maternity leave shall have the following provisions:
 - 1. Any teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy, childbirth, or recovery therefrom shall apply for disability leave in writing to the Board. During the period of disability leave the teacher has the opportunity to utilize sick time accrued.

When disability leave associated with pregnancy can be anticipated, the teacher will make written application 60 days prior to commencement of such leave. All requests for disability leave shall be submitted along with a physician's certificate. At the time of application, the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth.

2. Tenured teachers requesting unpaid child care leave effective immediately upon termination of medical disability associated with pregnancy shall make written application to the Board sixty (60) days prior to the date of commencement of child care leave. The date of requested return by the teacher may be adjusted by the

Board to a natural break in the school calendar to ensure continuity of instruction. Suggested is the end of the first marking period, end of Christmas Vacation, end of semester, end of third marking period.

3. Non-tenured teachers are entitled to child-care leave effective immediately upon termination of medical disability associated with pregnancy for a reasonable time period within the school year when birth occurred. Approval of child-care leave for non-tenure teachers shall be at the discretion of the Board.

4. The Board may remove any pregnant teacher from her teaching duties on any one of the following bases:

a. Performance. Her teaching performance has substantially declined from the time immediately prior to her pregnancy.

b. Physical Incapacity. Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical incapacity shall be deemed to exist only if:

(1) the pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or

(2) the Board of Education's physician and the teacher's physician agree that she cannot continue teaching, or

(3) following any difference of medical opinion between the Board physician and the teacher's physician the Board request expert consultation in which case the Burlington County Medical Society shall appoint an impartial physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issues of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.

c. Just cause. Any other "Just Cause" as defined in N.J.S.A. Title 18A.

ARTICLE XXV

SUBSTITUTES

- A. The Board agrees, to the best of its ability, at all times, to maintain an adequate list of substitute teachers. In the event that substitute teachers are not available, and teachers are requested to fill the need said teacher shall be reimbursed at \$8.50 per pupil contact period (41 or 45 minutes), to be paid at end of pay period by separate check. Shorter periods of class coverage will be prorated as per terms of this Agreement. The regular A.M. homeroom period (10 minutes) is not to be considered a contact period under terms of this provision.
- B. In case of emergencies, teachers will substitute during their preparation period and be reimbursed subject to terms of this contract. To insure equal distribution of such assignments, a posted master schedule will be developed by each principal in-

dicating which teachers are available at various periods during the day, and assignments will be made on a rotating basis where feasible. When classes are divided between teachers to cover an absence by the regular teacher, reimbursement will also be shared on the basis of terms of this contract. Partial coverage of a class will also be paid on the basis of the terms of this contract. It will be the responsibility of the covering teacher(s) to complete a reimbursement form available in the principal's office not later than the day following the assignment.

ARTICLE XXVI

SABBATICAL LEAVES

- A. A sabbatical leave shall be granted to a full-time teacher by the Board for study directly related to their area of specialization or study in other areas pertaining to education.
- B. All sabbatical leaves shall be granted, subject to the following conditions:
 - 1. There will not be more than one sabbatical leave in any one year.
 - 2. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a minimum of one teacher at a time.
 - 3. The teacher has completed at least seven (7) years of full-time service in the Florence Township Schools.
 - 4. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed upon by the Association and the Superintendent, no later than February 1, and action must be taken on all such requests no later than the March meeting of the Board.
 - 5. Criteria will be developed between the Association and the Superintendent to assist in the evaluation of applications. Selection of the successful applicant will be at the discretion of the Board.
 - 6. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
 - 7. All sabbatical leaves shall be without pay.
 - 8. A teacher who has returned from sabbatical leave will receive, upon completion of one (1) year of service in the district, reimbursement for one-half of his tuition and book costs for completed courses, taken during the sabbatical leave, the amount not to exceed \$3,000.

ARTICLE XXVII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.

B. To work toward the end stated above, the Board agrees:

1. To reimburse full-time teachers for approved courses taken up to a maximum of six (6) credits per fiscal year. Reimbursement will be per credit. The maximum reimbursement per credit will be at the rate for an in-state graduate course in education at Trenton State College. Any per credit cost less than the maximum will be reimbursed at the actual per credit tuition paid. Part-time teachers are entitled to a pro-rated portion of tuition reimbursement.

All courses taken for tuition reimbursement must be in the teacher's area of teaching responsibility and be graduate level courses.

The only undergraduate level courses to be approved for tuition reimbursement must be required to expand certification to meet a district teaching assignment or to expand an area of knowledge beneficial to the district.

Prior to registration the teacher must confer with the Superintendent to receive approval for the courses to be considered for tuition reimbursement.

A grade of "B" or better must be earned as demonstrated by the official school transcript.

2. To pay the full cost and other reasonable expenses incurred in connection with any workshop, seminar, conference, in-service training session, or other such sessions which a teacher is required and/or requested by the Administration to participate.

3. To pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend such sessions with the approval of the Administration.

4. To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction.

C. In-Service programs shall be conducted, when possible, during the in-school teacher workday. In-service programs should be developed through the cooperative efforts by the Association and the Administration with Superintendent giving final approval.

D. The Association and Superintendent will each appoint three members to the Committee, one of whom will be the Chairman. Membership on the Committee shall be apportioned equally among the three schools. The Superintendent shall be a member with voting rights. Members may be replaced periodically by notifying the Chairman.

ARTICLE XXVIII

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. The Board shall provide legal assistance for any assault upon the

teacher while acting in the discharge of his duties.

- B. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.
- C. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal.
- D. Such notification shall be immediately forwarded to the Superintendent who shall act in appropriate ways to liaison between the teacher, the police, and the courts.

ARTICLE XXIX

CLASSROOM CONTROL AND DISCIPLINE

- A. When, in the judgment of a teacher, a student requires attention of the principal, assistant principal, counselor, psychologist, physician, or other specialist, he shall so inform his principal or immediate supervisor. The principal or supervisor shall arrange as soon as possible for a conference among himself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- B. When, in the judgement of a teacher, a student is, by his behavior, seriously disrupting the instructional program to the detriment of others, the teacher may refer him to the principal. In such cases, the principal shall arrange, as soon as possible, and under normal circumstances not later than the conclusion of the following day, a conference among himself, the teacher, and possibly an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- C. Recommendations of the specialist shall be interpreted and a copy of the report made available for review to the teacher in the principal's office.
- D. A joint Student Behavior Advisory Committee consisting of two (2) members appointed by the Board and two (2) members appointed by the Association shall develop proposed guidelines that may be adopted by the Board to be used by teachers in handling disruptive students whose presence in regular classes represents unusual problems for the regular learning process.

ARTICLE XXX

INSURANCE PROTECTION

Provisions under this article shall only apply to teachers who are issued a contract by the Board of Education for the full school year of at least twenty (20) hours per week.

- A. The Board shall provide single health care insurance protection designated below. The Board shall pay the premium for each individual

teacher who remains in the employ of the Board for the full school year. The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30th.

- B. The Board shall provide for each teacher a description of the health-care insurance coverage which shall include the conditions and limits of coverage as listed below:
1. N. J. Blue Cross Plan
Rider J
N. J. Blue Shield and The Prudential Insurance Co. of America
Major Medical Benefits
- or
2. Any other Health Maintenance Plan which is recognized by The State Health Benefits Program and which is made available. The teacher shall decide which plan best meets his needs.
- C. In addition to the single health care insurance protection described above, the Board will pay 100% of the dependent insurance coverage.
- D. The Board will continue to pay the premium for Washington National Insurance in lieu of the State Health Benefit Plan in an amount equal to the cost of the single health care program only for staff members for whom the Board has made payment in January 1973.
- E. There will be a Full Family Prescription Plan - \$1.00 Co-Pay. The cost of the premium for this plan will be borne solely by the Board.
- F. Effective the date of this Agreement teachers retiring from the system may elect to continue prescription and dental coverage at group rates. Premiums will be paid to the Board of Education by check three months in advance.
- G. The Board will pay \$335 toward a full family dental plan for 1988-1989, and \$370 toward a full family dental plan for 1989-1990. Any premium in excess of \$335 (or \$370 in the second year) will be assumed by the employee through payroll deduction.
- H. The Board or an agent thereof will consult with the Association prior to Group Health Care carrier changes. Plans must provide the same level of benefits and method of administration unless otherwise agreed upon by the Board and the Association.

ARTICLE XXXI

PERSONAL AND ACADEMIC FREEDOM

Teachers 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 teacher, providing said activities are kept removed from the classroom.

ARTICLE XXXII

ASSOCIATION PAYROLL DUES AND DEDUCTIONS

- A. The Board agrees to deduct from the salaries of its teachers dues for the Florence Township Education Association, the Burlington County Education Association, the New Jersey Education Association, or the National Education Association as said teachers individually voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N. J. Public Laws of 1969 (NJSA 52:14-15) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Florence Township Education Association by the 15th of each month following the monthly pay period which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
1. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- B. The Board agrees to deduct from teachers' salaries money for tax sheltered annuity programs through selected companies approved by the Board and the Association. The Board will also deduct ABCO Public Employees Federal Credit Unit programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such associations. The teacher may change the amount of deductions effective January 1 and/or July 1 by submitting written notice to the Secretary of the Board sixth (60) days (Nov. 1 or May 1) in advance of the aforementioned dates. A new teacher may elect to enroll at the time of initial employment.

ARTICLE XXXIII

REPRESENTATION FEE

- A. Section A - If a teacher does not become a member of the Association during any membership year beginning September 1st and concluding on June 30th and covered by this Agreement, he/she will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capital cost of services rendered by the Association as majority representative. The fee will not be collected to pay for Association activities that are partisan, political or for ideological positions only incidentally related to terms and conditions of employment, and all benefits available only to members of the majority representative.
- B. Section B - The representation fee to be paid by non-members will be equal to 85% of the amount of the regular membership dues for that membership year. The Association will certify to the Board, in writing, prior to the start of each membership year that the amount of representation fee to be assessed does not exceed 85% of dues, fees and assessments, and that the representation fee does not include any amount of dues, fees and assessments that are expended - (1) for partisan, political, or ideological activities or causes

- that are only incidentally related to terms and conditions of employment or (2) applied toward the cost of benefits available only to the members of the majority representative.
- C. Section C - Once during each membership year (September 1 - June 30th) covered by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the current year. The Board will deduct from the salaries of such employees the representation fee in equal installments, as nearly as possible from the paychecks paid to these employees during the remainder of the membership year. The deductions will begin with the first paycheck paid ten (10) days after receipt of the list by the Board.
 - D. Section D - The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board to conformance with this provision.

ARTICLE XXXIV

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree to carry out the commitments contained in this Agreement as per terms and duration.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, and policies of the school system shall clearly exemplify that there is no discrimination in hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- D. Copies of this Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- E. Any individual contract between the Board and an individual teacher shall be consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, the Agreement shall be controlling.
- F. Teachers shall not be required to drive students to activities which take away from the school building. A teacher may do so voluntarily, however, with advance approval of his/her principal. He/She shall be compensated at the rate of .20 cents per mile for use of his/her automobile.

- G. The Board shall arrange for a maintain liability insurance to cover all damages incurred by a teacher over and above the state mandated limits of \$10,000/\$20,000 for any act or omission arising out of the authorized use of his own automobile in the performance of the school duties. It is the teacher's responsibility to maintain the above stated minimum insurance.

SCHEDULE A-1

CHART FOR DETERMINING PLACEMENT ON GUIDE

Experience Needed 1987-1988		Experience Needed 1988-1989		Experience Needed 1989-1990	
<u>Yrs. Exp.</u>	<u>Step on Guide</u>	<u>Yrs. Exp.</u>	<u>Step on Guide</u>	<u>Yrs. Exp.</u>	<u>Step on Guide</u>
				0 - 1	
		0 - 1		1 - 2	
0 - 1		1 - 2		2 - 3	
1&2 - 2		2&3 - 3		3&4 - 4	
3&4 - 3		4&5 - 4		5&6 - 5	
5&6 - 4		6&7 - 5		7&8 - 6	
7 - 5		8 - 6		9 - 7	
8&9 - 6		9&10 - 7		10&11 - 8	
10 - 7		11 - 8		12 - 9	
11 - 8		12 - 9		13 - 10	
12 - 9		13 - 10		14 - 11	
13 - 10		14 - 11		15 - 12	
14 - 11		15 - 12		16 - 13	
15&16 - 12		16&17 - 13		17&18 - 14	
17&18 - 13		18&19 - 14		19&20 - 15	
19&20 - 14		20&21 - 15		21&22 - 16	
21&22 - 15		22&23) - 16		23+- 17	
23&24 - 16		24&25) - 16			

SCHEDULE A-1

FLORENCE TOWNSHIP SCHOOL SYSTEM

SALARY SCALE

1988-89

<u>STEP</u>	<u>N.D.</u>	<u>B.A</u>	<u>+10</u>	<u>+20</u>	<u>+30</u>	<u>M.A.</u>	<u>+10</u>	<u>+20</u>	<u>+30</u>
1	\$20,696	\$20,906	\$21,224	\$21,542	\$21,860	\$22,915	\$23,233	\$23,551	\$23,869
2	21,227	21,437	21,755	22,073	22,391	23,446	23,764	24,082	24,400
3	21,758	21,968	22,286	22,604	22,922	23,977	24,295	24,613	24,931
4	22,289	22,499	22,817	23,135	23,453	24,508	24,826	25,144	25,462
5	23,254	23,464	23,782	24,100	24,418	25,473	25,791	26,109	26,427
6	23,709	23,919	24,237	24,555	24,873	25,928	26,246	26,564	26,882
7	24,354	24,564	24,882	25,200	25,518	26,573	26,891	27,209	27,527
8	25,499	25,709	26,027	26,345	26,663	27,718	28,036	28,354	28,672
9	26,144	26,354	26,672	26,990	27,308	28,363	28,681	28,999	29,317
10	26,903	27,113	27,431	27,749	28,067	29,122	29,440	29,758	30,076
11	28,162	28,372	28,690	29,008	29,326	30,381	30,699	31,017	31,335
12	28,921	29,131	29,449	29,767	30,085	31,140	31,458	31,776	32,094
13	29,896	30,106	30,424	30,742	31,060	32,115	32,433	32,751	33,069
14	30,980	31,190	31,508	31,826	32,144	33,199	33,517	33,835	34,153
15	32,390	32,600	32,918	33,236	33,554	34,609	34,927	35,245	35,563
16	35,213	35,423	35,741	36,059	36,377	37,432	37,750	38,068	38,386

Longevity Pay: \$200 after 10 years in Florence Township
 \$200 after 15 years in Florence Township
 \$250 after 20 years in Florence Township
 \$250 after 25 years in Florence Township

*Longevity for part-time teachers will be pro-rated

1988-89 SALARY GUIDE COMPRESSION EQUALIZATION

Dorothy DeFlece	-	Step 4.5
Cecelia Kosowski	-	Step 7
Jacqueline Smith	-	Step 8
George Forgeng	-	Step 5
Deborah Shrier	-	Step 7

SCHEDULE A-1

FLORENCE TOWNSHIP SCHOOL SYSTEM

SALARY SCALE

1989-90

STEP	<u>N.D.</u>	<u>B.A.</u>	<u>+10</u>	<u>+20</u>	<u>+30</u>	<u>M.A.</u>	<u>+10</u>	<u>+20</u>	<u>+30</u>
1	\$22,029	\$22,239	\$22,557	\$22,875	\$23,193	\$24,320	\$24,566	\$24,884	\$25,202
2	22,560	22,770	23,088	23,406	23,723	24,779	25,097	25,415	25,734
3	23,091	23,301	23,619	23,937	24,255	25,310	25,628	25,946	26,264
4	23,622	23,832	24,150	24,468	24,786	25,841	26,159	26,477	26,795
5	24,153	24,363	24,681	24,999	25,317	26,372	26,690	27,008	27,326
6	25,118	25,328	25,646	25,964	26,282	27,337	27,655	27,973	28,291
7	25,534	25,744	26,062	26,380	26,698	27,753	28,071	28,389	28,707
8	27,179	27,389	27,707	28,025	28,343	29,398	29,716	30,034	30,352
9	28,324	28,534	28,852	29,170	29,488	30,543	30,861	31,179	31,497
10	28,969	29,179	29,497	29,815	30,133	31,188	31,506	31,824	32,142
11	29,728	29,938	30,256	30,574	30,892	31,947	32,265	32,583	32,901
12	30,987	31,197	31,515	31,833	32,151	33,206	33,524	33,842	34,160
13	31,746	31,956	32,274	32,592	32,910	33,965	34,283	34,601	34,919
14	32,721	32,931	33,249	33,567	33,885	34,940	35,258	35,576	35,894
15	33,805	34,015	34,333	34,651	34,969	36,024	36,342	36,660	36,978
16	36,305	36,515	36,833	37,151	37,469	38,524	38,842	39,160	39,478
17	38,105	38,315	38,633	38,951	39,269	40,324	40,642	40,960	41,278

Longevity Pay: \$200 after 10 years in Florence Township
 \$200 after 15 years in Florence Township
 \$250 after 20 years in Florence Township
 \$250 after 25 years in Florence Township

*Longevity for part-time teachers will be pro-rated

SALARY GUIDE COMPRESSION EQUALIZATION

1989 - 1990

1990 - 1991

Dorothy De Flece - Step 5
 Cecelia Kosowski - Step 7
 Jacqueline Smith - Step 9
 George Forgeng - Step 6
 Deborah Shrier - Step 7

Dorothy De Flece - Step 6
 Cecelia Kosowski - Step 8
 Jacqueline Smith - Step 10
 George Forgeng - Step 7
 Deborah Shrier - Step 8

EXTRA-CURRICULAR ACTIVITIES COMPENSATION

1988-89 and 1989-90

SCHEDULES B-1 and B-2

<u>High School</u>	<u>1988-89</u>	<u>1989-90</u>
Audio Visual	\$ 968	\$1,050
Band, Marching	1,406	1,526
Director of Instrumental Music	1,156	1,254
Bands, Concert, Jazz, etc.	992	1,076
Show Choir inc. 2 concerts	297	322
Director of Student Affairs	1,529	1,659
Class Advisors		
9th (1)	710	770
10th (1)	902	979
11th Advisor	1,059	1,149
11th Asst.	861	934
12th Advisor	1,222	1,326
12th Asst.	1,059	1,149
Drama - Fall Play	1,120	1,215
National Honor Society	760	825
Student Council	1,222	1,326
Newspaper	1,099	1,192
<u>Clubs</u>		
Renaissance	326	354
Mathematics	760	825
Spanish	760	825
Music Association	760	825
Athletic Association	760	825
Girls' Athletic Association	760	825
Chemistry	760	825
Future Teachers	760	825
Future Business Leaders	760	825
Library	760	825
Forensics	760	825
Yearbook	1,664	1,805
Front Line Marching Unit	831	902
<u>Musical:</u>		
Drama Coach	828	898
Instrument.	828	898
Vocal	828	898
Director	239	259
Traffic Commission	553	600

Extra-curricular Activities (continued)	1988-89	1989-90
Concessions (2) - 5 home games	\$ 567	\$ 567
- 4 home games	530	530
<u>Drama Organizations</u>		
Costumes	567	567
Stage Design	615	667
Stage Craft	615	667
Program Manager	615	667
Make Up	510	510
<u>Elementary</u>		
Safety Patrol (2)	643	698
Student Council (2)	643	698
Audio-Visual (2)	643	698
Master Register (2)	1,184	1,285
Grades 4&5 Elementary Choir inc. 2 concerts	645	700
Grades 6,7,8 Middle School Choir inc. 2 concerts	645	700
Cadet Band inc. 2 concerts	645	700
Yearbook (2)	643	698
Newspaper (2)	500	543
<u>Timekeeper</u>		
Varsity - \$15. per game		
Sub-Varsity - 13.00 per game		
Grades 7 & 8 Interscholastic - 10.00 per game		

ATHLETIC ACTIVITIES COMPENSATION

1988-89

SCHEDULE C-1

<u>SPORT</u>	1	2	3	4	5
<u>Football (6)</u>					
Head Coach	\$2,287	\$2,672	\$3,057	\$3,440	\$3,765
Assts. (3)	1,710	1,903	2,123	2,454	2,825
Freshman (2)	1,450	1,660	1,866	2,249	2,385
<u>Basketball (7)</u>					
Head Coach	2,287	2,672	3,057	3,440	3,765
Assts. (1)	1,710	1,903	2,123	2,454	2,825
Freshman (1)	1,450	1,660	1,866	2,249	2,385
8th Intramural (2)	1,159	1,329	1,498	1,668	1,734
8th Interscholastic (2)	1,368	1,538	1,707	1,877	2,030
<u>Baseball</u>					
Head Coach	2,000	2,283	2,610	2,992	3,310
Asst (1)	1,450	1,659	1,866	2,262	2,580
<u>Tennis</u>	1,159	1,400	1,498	1,668	1,734
<u>Track</u>					
Head Coach	2,000	2,283	2,610	2,992	3,310
Asst.(1)	1,450	1,659	1,866	2,262	2,580
<u>Cross Country</u>	1,250	1,328	1,710	2,094	2,311
<u>Girls:</u>					
<u>Field Hockey (4)</u>					
Head Coach	2,000	2,283	2,610	2,992	3,310
Asst. (1)	1,450	1,659	1,866	2,262	2,580
Freshman	1,200	1,370	1,566	1,795	1,938
Grade 7&8	1,100	1,256	1,436	1,646	1,777
<u>Basketball(3)</u>					
Head Coach	2,287	2,672	3,057	3,440	3,765
Asst. (1)	1,710	1,903	2,123	2,454	2,825
Frosh. (1)	1,450	1,660	1,866	2,249	2,385
<u>Softball</u>					
Head Coach	2,000	2,283	2,610	2,992	3,310
Asst. (1)	1,450	1,659	1,866	2,262	2,580
<u>Cheerleading (5)</u>					
Fall (2)	767	813	892	966	1,077
Winter (2)	807	994	1,086	1,181	1,316
Elementary (1)	593	678	763	848	921
<u>Athletic Director</u> (11 months)	4,233	4,533	4,838	5,210	5,497

ATHLETIC ACTIVITIES COMPENSATION

1989-90

SCHEDULE C-2

<u>SPORT</u>	1	2	3	4	5	6
<u>Football (6)</u>						
Head Coach	\$2,287	\$2,672	\$3,057	\$3,440	\$3,765	\$4,000
Assts. (3)	1,710	1,903	2,123	2,454	2,825	3,000
Freshman (2)	1,450	1,660	1,866	2,249	2,385	2,588
<u>Basketball (7)</u>						
Head Coach	2,287	2,672	3,057	3,440	3,765	4,000
Assts. (1)	1,710	1,903	2,123	2,454	2,825	3,000
Freshman (1)	1,450	1,660	1,866	2,249	2,385	2,588
8th Intramural (2)	1,159	1,329	1,498	1,668	1,734	1,800
8th Interscholastic (2)	1,368	1,538	1,707	1,877	2,030	2,203
<u>Baseball</u>						
Head Coach	2,000	2,283	2,610	2,992	3,310	3,505
Asst (1)	1,450	1,659	1,866	2,262	2,580	2,734
<u>Tennis</u>	1,159	1,400	1,498	1,668	1,734	1,800
<u>Track</u>						
Head Coach	2,000	2,283	2,610	2,992	3,310	3,505
Asst.(1)	1,450	1,659	1,866	2,262	2,580	2,734
<u>Cross Country</u>	1,250	1,328	1,710	2,094	2,311	2,400
<u>Girls:</u>						
<u>Field Hockey (4)</u>						
Head Coach	2,000	2,283	2,610	2,992	3,310	3,505
Asst. (1)	1,450	1,659	1,866	2,262	2,580	2,734
Freshman	1,200	1,370	1,566	1,795	1,938	2,103
Grade 7&8	1,100	1,256	1,436	1,646	1,777	1,928
<u>Basketball(3)</u>						
Head Coach	2,287	2,672	3,057	3,440	3,765	4,000
Asst. (1)	1,710	1,903	2,123	2,454	2,825	3,000
Frosh. (1)	1,450	1,660	1,866	2,249	2,385	2,588
<u>Softball</u>						
Head Coach	2,000	2,283	2,610	2,992	3,310	3,505
Asst. (1)	1,450	1,659	1,866	2,262	2,580	2,734
<u>Cheerleading (5)</u>						
Fall (2)	767	813	892	966	1,077	1,169
Winter (2)	807	994	1,086	1,181	1,316	1,428
Elementary (1)	593	678	763	848	921	999
<u>Athletic Director</u> (11 months)	4,233	4,533	4,838	5,210	5,497	5,964

DEPARTMENT CHAIRPERSON COMPENSATION

1988-89 and 1989-90

SCHEDULES D-1 and D-2

1988-89

\$1016 (7)

\$1524 - Guidance

1989-90

\$1084 (7)

\$1626 - Guidance

ARTICLE XXXV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1988 and continue in effect until a new Agreement is negotiated between the Association and the Board.

All contractual items will be opened for renegotiation during the 1989-1990 school year in preparation for a new contract, that will be effective on July 1, 1990, or upon the date thereafter when an amicable conclusion has been reached.

In witness thereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon.

FLORENCE TOWNSHIP
EDUCATION ASSOCIATION

By Vincent M. Cipriano

By John M. Cipriano

Date 22 August 1988

FLORENCE TOWNSHIP
BOARD OF EDUCATION

By Christine S. Paden

By John M. Paden

Date August 22, 1988

APPENDIX I
SIDEBAR AGREEMENTS

The following items have been deleted from the previous Agreement; however, if appropriate legislation is passed allowing for the negotiation of permissive subjects, the excised material shall be restored and any grievance concerning the same shall be subject to the contractual grievance procedure

Article VII, Section H -- "shall be voluntary"

Article XIV -- "No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position."

Article XV -- "Where all qualifications are equal, seniority rights shall be honored in the selection of a candidate. Seniority shall be considered as length of service in the Florence Township School District."

Article XVII -- "In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Florence Township School District. When all other factors are equal, preference shall be given first to teachers who have taught the subject area and/or grade level in question during the regular school year and then to teachers who have taught the grade and/or subject in question on a regular basis at any time."

Department Chairpeople

A committee will be formed during the 1988-1989 term of this contract consisting of Administration and Chairpeople (8) to establish criteria for job description and evaluation procedure. This procedure shall not affect the two current staff members.