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CONTRACT

FOR

1987 - 1989

BETWEEN THE

FLEMINGTON-RARITAN EDUCATION ASSOCIATION

and the

FLEMINGTON-RARITAN REGIONAL BOARD OF EDUCATION

(Employer)

TEACHERS' CONTRACT

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
AUG 1 1987  
RUTGERS UNIVERSITY

X July 1, 1987 - July 1, 1989

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PREAMBLE

This Agreement is entered into this first day of July 1987 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 I

### 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 under contract or on leave and not engaged as supervisory employees.

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.

- 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 II

### NEGOTIATIONS SUCCESSOR AGREEMENT

- A. The successor Agreement shall be negotiated on a timetable 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 III

#### GRIEVANCE PROCEDURE

##### 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 a teacher, a group of teachers, 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 teacher 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 teacher 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.
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 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 Teachers 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 IV

### TEACHERS' RIGHTS

- A. Pursuant to Chapter 123, Public Laws of 1975, the Board hereby agrees that every teacher 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 teacher such rights as he/she may have under New Jersey School Laws or other applicable Laws and Regulations.
- C. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- D. Whenever any teacher 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. Teachers shall not be verbally criticized or verbally reprimanded in front of students, parents, or other staff members who are not representatives of the teacher.
- F. Communications of a professional nature between the Administrator and/or Board and a teacher, or between teachers, regarding a student or students, shall remain confidential.
- G. 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.
- H. No tenured teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, deprived of any professional advantage, or given an adverse evaluation of his/her professional services 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.
- I. 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.

- J. 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 V

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. Upon request, the Board agrees to make available to the Association all 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 the school mail boxes and inter-school mail facilities, with prior annual approval of the building administrator.
- 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 I of this Agreement, with any organization other than the Association for the duration of this Agreement.

## ARTICLE VI

### SCHOOL CALENDAR

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

## ARTICLE VII

### TEACHING HOURS AND TEACHING LOAD

- A.
  1. Teachers will indicate, personally, their attendance by means of check-in and check-out sheets in each school office.
  2. The teacher's normal in-school work day shall be seven consecutive hours.
  3. 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 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 educational program. The Superintendent of Schools shall determine which instructional schedule best meets the educational goals of each building.

A Teacher Advisory Committee on scheduling will 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 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 teacher's responsibility to become informed of contents of a missed meeting.
  2. Other meetings will be arranged mutually by teachers and administrators.
- D.
1. For any Board-scheduled parent conferences/meetings 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 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 Schedule D. If no teacher volunteers, the Board will assign a teacher.

- F. Teacher participation in any other activities which extend beyond the teacher's in-school work day shall be voluntary.
- G. Teachers will not be used as substitutes for full-day assignments. In emergency situations teachers may serve for a short time pending arrival of the regular teacher or a hired substitute.
- 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, clerical or administrative tasks will be \$19.00 per hour.
- I. On the day preceding Thanksgiving, Christmas and Easter recesses, there will be an early dismissal. The last two (2) days of school will be 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.

## ARTICLE VIII

### TEACHER EMPLOYMENT

- A. 1. 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.
- 2. Any teacher employed prior to February 1st of any school year shall be given full credit for one (1) full year of service towards the next increment step for the following year.
- 3. 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.

4. 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 degrees 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.
  5. 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. This will become effective July 1, 1981.
- B. Teachers shall be notified, in writing, of their contract and salary status for the ensuing year in accordance with Law.
  - C. The Board agrees to pay up to thirty dollars (\$30.00), 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.
  - D. Upon resignation of a teacher, sixty (60) days' advance notice shall be required.
  - E. 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.

#### ARTICLE IX

##### SALARIES AND INSURANCE COVERAGE FOR TEACHERS

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part thereof.
  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. Blue Cross and Blue Shield Major Medical, Blue Cross, Blue Shield, Rider J (1420 plan) and Blue Cross Prescription Drug Co-Pay (\$1.00), 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 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. 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.

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.

- 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 of twenty cents (\$.20) per mile.
  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 60 days of submission of documentation to the Board Secretary.

## ARTICLE X

### 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 XI

### 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 may be established in the Central Office solely for documents which a teacher legally has waived his/her right to see.

## ARTICLE XII

### 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 every classroom.
- I. Books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.

## ARTICLE XIII

### 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. Area 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 XIV

### 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 XV

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 XVI

MISCELLANEOUS PROVISIONS

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

ARTICLE XVII

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 Members:

a. Robert Hunter	two (2)
b. Barley Sheaf	two (2)
c. Reading-Fleming Complex	four (4)
d. Special Area Teachers	one (1)
e. Special Service Teachers	one (1)
  - 2. Permanent Members:
    - a. Principals
    - b. Superintendent of Schools

3. Executive Official Members:
  - a. President of F.R.E.A.
  - b. Middle School Vice Principal
  - c. Chairperson of Curriculum Committee of the Board of Education
  - d. Director of Special Services
4. Invited Members: P.T.O. Presidents, by invitation, when the agenda warrants.
- C.
  1. Every year, through a rotation process, one-half of the teacher members from each building 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 four (4) 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 XVIII

##### SICK LEAVE

- A. All teachers employed as of September 1, 1981, shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether they report for duty on that day or not. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.

- C. Each teacher shall be entitled to use a maximum of five (5) of the year's allotted twelve (12) sick days for illness of a member of the immediate family.

## ARTICLE XIX

### RETIREMENT BENEFITS

#### Accumulated Sick Days

- 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 twelve (12) full months prior to the effective date of retirement. The payment shall be made no later than three (3) months from the effective date of the retirement.
- C. A maximum of one hundred and fifty (150) accumulated unused sick days shall be reimbursed by the Board at a per diem rate of \$20.00.
- D. A retiring teacher has the option of remaining in the group insurance plan until age sixty-five (65) with all premiums for this coverage being borne by the teacher.

## ARTICLE XX

### TEACHER ABSENCE

Teachers shall call the central number prior to 6:30 a.m. on the day of absence.

## ARTICLE XXI

### 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 superior 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, daughter-in-law, father-in-law, mother-in-law, brother-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 XXII

### 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. To be eligible for advancement to the next step on the salary guide, a teacher must work at least ninety (90) days in the school year.

E. The Board agrees that up to two 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 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 ninety (90) day 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 a 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 XXIII

#### 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 \$1,300 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.

#### ARTICLE XXIV

##### DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers, 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. Such deductions shall be made in compliance with Chapter 33, Public Laws of 1969 (N.J.S. 52:14-5) 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 XXV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1987, and shall continue in effect until July 1, 1989.

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 EDUCATION ASSOCIATION

by *Dorothy Ormua*  
President

SEAL

by *Carol Hecky*  
Secretary

FLEMINGTON-RARITAN REGIONAL SCHOOL DISTRICT  
BOARD OF EDUCATION

by *John J. Sull*  
President

SEAL

by *Carol M. Parrish*  
Secretary

## SCHEDULE D

Teachers supervising any extra-curricular activities that have been approved by the Board will be compensated at the rate of \$13.50 per hour.

1. Selection of personnel will be based on the qualifications of the individuals applying in terms of their experience and knowledge of the activity. 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 volunteer participation.
3. Payments will be made on regularly-scheduled paydays.

FLEMINGTON-RARITAN REGIONAL SCHOOLS

SCHEDULE A

TEACHERS' SALARY GUIDE

SCHOOL YEAR 1987-1988

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Step	<u>B.A.</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+30</u>
A	19,000	19,800	20,600	21,400
B	20,165	20,965	21,765	22,565
C	21,871	22,671	23,471	24,671
D	23,340	24,140	24,940	25,740
E	24,858	25,658	26,458	27,258
F	26,829	27,629	28,429	29,229
G	29,770	30,570	31,470	32,270
H	30,468	31,268	32,168	32,968
I	31,490	32,290	33,190	33,990
J	33,010	33,819	34,719	35,519
K	34,615	35,415	36,315	37,115
L	36,688	37,488	38,388	39,188
M	40,468	41,268	42,168	42,900

FLEMINGTON-RARITAN REGIONAL SCHOOLS

SCHEDULE A

TEACHERS' SALARY GUIDE

SCHOOL YEAR 1988-1989

<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	A	20,000	20,800	21,600	22,400
1	B	21,165	21,965	22,765	23,565
2	C	22,165	22,965	23,765	24,565
3 - 9	D	23,871	24,671	25,471	26,271
10	E	25,340	26,140	26,940	27,740
11	F	27,358	28,158	28,958	29,758
12 - 13	G	29,770	30,570	31,470	32,270
14 - 16	H	32,470	33,270	34,170	34,970
17	I	33,168	33,968	34,868	35,668
18	J	34,190	34,990	35,890	36,690
19	K	35,710	36,510	37,410	38,210
20	L	37,615	38,415	39,315	40,115
21+	M	42,999	43,794	44,641	45,441