

AGREEMENT
between the
BOARD OF EDUCATION
of the
BOROUGH OF FRANKLIN LAKES
COUNTY OF
BERGEN, NEW JERSEY
and the
FRANKLIN LAKES
EDUCATION ASSOCIATION

July 1, 2003

to

June 30, 2006

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2002-2003

FRANKLIN LAKES SCHOOL DISTRICT

BOARD OF EDUCATION

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Mr. Joseph Conti

Mrs. Maura DeNicola

Mrs. Janet Hofferber

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ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for certificated personnel under contract to the Board including: teachers, school library media specialists, nurses, child study team members, speech therapists occupational therapists and physical therapists and instructional aides under contract to the Board including: instructional aides used in special education and regular education classrooms.
- B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.
- C. Unless otherwise indicated, the term "instructional aides," when used hereinafter in this Agreement, shall refer to all paraprofessional employees represented by the Association in the negotiating unit as above defined.
- D. The term "employee" shall refer to all teachers and instructional aides represented by the Association in the negotiating unit as above defined.
- E. Employees working more than 22.5 hours per week are entitled to receive benefits as specified in Article XIX.

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ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on the terms and conditions of teachers' and instructional aides' employment.
- Such negotiations shall begin not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all parties covered by this agreement, be reduced to writing, be signed by the Board and the Association, and be adopted after ratification by membership of the Association and the Board.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all matters of public record of the Franklin Lakes School District.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.
- D. 1. Representatives of the Board and the Association's negotiating committee shall meet when necessary or at the request of either party upon at least one week's notice for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Each party shall submit to the other, at least four (4) days prior to the meeting, an agenda covering matters they wish to discuss.
3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and be signed by the Board and the Association, after the amendment has been submitted to the Board and Association for approval.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher or instructional aide benefit existing prior to its effective date.
- F. The Board agrees not to negotiate concerning said employees 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.
- G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. 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

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knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE II-A

GROUP NEGOTIATIONS

- A. When a matter of personnel policy is to be referred for negotiation, a written request for a preliminary meeting with the Superintendent shall be submitted by the Education Association. Such request must specify the subject matter under discussion.
- B. As a result of this preliminary meeting (1) the Education Association and the Superintendent may elect to resolve the problem and to develop jointly recommendations that shall be submitted in writing to the Board of Education for consideration and approval, or (2) either party may request that a negotiation meeting between the Board of Education and the Education Association be arranged, in which case such meeting shall be convened within a 30 day period. If mutually agreeable, the Superintendent shall serve as the chairman of the negotiations meeting.
- C. Throughout the period of negotiations with the Board of Education on any subject, Education Association representatives or Board Members may meet and consult with the Superintendent in advisory discussions on the subject under consideration.
- D. Facts, opinions, proposals and counterproposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement.
- E. When the Board and Education Association representatives reach agreement in executive session recommendations for written personnel policies shall be presented to the entire Board of Education for consideration and adoption.
- F. If the Board and Education Association representatives are unable to agree, all reasonable means, including the use of consultants, shall be employed in an effort to reach agreement.
- G. Neither party shall be required to negotiate any subject covered by the existing agreement except at the successor negotiations relating to wages and salaries.

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ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a teacher or an instructional aide or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher's or group of teachers' or an instructional aide's or group of instructional aides' terms and condition of employment.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

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 affecting the welfare or terms and conditions or employment of teachers and instructional aides. 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. Since it is important that grievances be processed as rapidly as possible, 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 extended 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 limited set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Any individual member of the professional staff or instructional aide shall have the right to appeal the application of policies and administrative decisions affecting him/her through recognized administrative channels.
4. In presenting his/her personal professional grievances, the member of the staff shall be assured freedom from prejudicial action in presenting his/her appeal.
5. He/she shall have the right to present his/her own appeal or to designate representatives of the local teachers' organization or another person of his/her own choosing to appear with, or for, him/her at any step in his/her appeal.

D. Steps

A grievance may begin at Step 1 or where applicable begin at Step 2.

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Step 1. Supervisor

Any professional employee or instructional aide who has a grievance shall appeal in writing to his/her immediate superior and, if within five (5) school days the answer is unsatisfactory or there is no answer continue the appeal to the next step.

Step 2. Superintendent and P.R. & R. Committee

If the aggrieved person is not satisfied with the disposition of the grievance at Step 1, or is beginning the grievance at Step 2, he/she may submit the grievance in writing to the Superintendent and file it with the Professional Rights and Responsibilities Committee of the Association. (hereafter known as the P.R. & R.) Within five (5) school days the P.R. & R. shall be required to file its recommendations concerning the grievance in writing, one copy to the employee and one copy to the Superintendent. If within ten (10) school days the decision of the Superintendent is unsatisfactory or if no decision has been rendered, the aggrieved person may proceed to Step 3.

Step 3. Board of Education Via Board Secretary

The aggrieved person, may within five (5) school days after the decision of the Superintendent [or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner], submit his/her grievance in writing to the Board of Education. The Board shall within a period of thirty (30) days arrange a hearing at a mutually acceptable time and place and within ten (10) school days after conclusion of the hearing render a written decision.

Step 4. Arbitration Teachers

- (a) In the event that the determination of the Board shall be deemed unsatisfactory by the Association, within ten (10) school days after receiving the Board's decision the Association or the Board may refer, at shared expense, the matter to Binding Arbitration in accordance with the Rules and Procedures of the Public Employment Relations Commission.
- (b) Binding arbitration under this article shall apply only to administrative decisions which contravene or misapply Board policy or the provisions of this agreement, and to any other misinterpretation, misapplication or violation of Board policy or this agreement, and no grievance shall be arbitrable that involves voluntary or involuntary transfers and reassignments, the non-renewal of non-tenure teachers, any other prerogatives of management, which have been identified by PERC, the Courts, and such, or any matter for which a method of review is provided in the Division of Controversies and Disputes under the Commissioner of Education.

Step 4. Arbitration Instructional Aides

- (a) In the event that the determination of the Board shall be deemed unsatisfactory by the Association, within ten (10) school days after receiving the Board's decision the Association or the Board may refer, at shared expense, the matter to Advisory Arbitration in accordance with the Rules and Procedures of the Public Employment Relations Commission.
- (b) Advisory arbitration under this article shall apply only to administrative decisions which contravene or misapply Board policy or the provisions of this agreement, and to any other misinterpretation, misapplication or violation of Board policy or this agreement, and no grievance shall be arbitrable that

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involves voluntary or involuntary transfers and reassignments, the non-renewal of instructional aides, any other prerogatives of management, which have been identified by PERC, the Courts, and such, or any matter for which a method of review is provided in the Division of Controversies and Disputes under the Commissioner of Education.

- E. Any grievance not presented in writing within twenty (20) school days after the grievant knew or should have known of the event or events upon which the claim is based, shall conclusively be deemed waived by the grievant or grievants.

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ARTICLE IV

TEACHER AND INSTRUCTIONAL AIDE RIGHTS

- A. Pursuant to Chapter 123 Public Laws of 1974, the Board hereby agrees that every full time employee under contract to the Board including: teachers, school library media specialists and nurses, child study team members, speech therapists, occupational and physical therapists and instructional aides shall have the right to freely organize, join and support the association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123 Public Laws of 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher or instructional aide such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The Rights granted to teachers and instructional aides hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Teachers or Instructional Aides shall be permitted to wear pins or other identification or membership in Association or its affiliates in accordance with law.
- D. Whenever any teacher or instructional aide is required to appear before the Board or any committee thereof or an administrator concerning any matter which could adversely affect the continuation of that teacher's or instructional aide's position or employment, or the salary or any increments pertaining thereto, or in any other disciplinary action, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise, and represent, him/her during such meeting or interview if the employee requests representation. This rule shall only apply to meetings or interviews which may reasonably result in discipline and shall not apply to non-disciplinary meetings or interviews, including, but not limited to, meetings or interviews involving observation, evaluations, professional improvement plans, general discussion of district policies and rules, the giving of instruction or training and needed corrections of work technique or to review progress and improvement with the teacher where the imposition of discipline has already been determined.

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ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher or any instructional aide is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference, or meetings, he/she shall suffer no loss in pay.
- B. The Association, representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Association is required to secure approval of the building principal to use the facilities.
- C. The Association shall have the right to use school facilities and equipment for Association business, at reasonable times, when such equipment is not otherwise in use. The equipment is to be operated by qualified personnel. The Association shall pay for the actual cost of all materials and supplies incident to such use.
- D. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge.
- E. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary. The Association also shall have the right to use the district's e-mail, under the provisions of the staff acceptable use policy.

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ARTICLE VI

WORK HOURS AND WORK LOAD

A. TEACHING HOURS AND TEACHING LOAD

1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a checkmark in the appropriate column of the faculty roster. Any teacher arriving late to work shall sign in and indicate time of arrival and have the right to record the reason for the lateness.
2. The total in school teacher day will not exceed seven hours including a duty free lunch period of a minimum of 45 minutes. The Board will give consideration to reducing the student day within the limitations imposed by transportation schedules and cost.

On minimum days, teachers shall be entitled to a 20 minute duty-free lunch period.

3. Teachers shall be required to report for duty in their classrooms or other area designated by the principal at least ten (10) minutes before the opening of the pupils' school day (03/04) and at least 5 minutes (04/05 and 05/06) and not leave sooner than fifteen (15) minutes after the close of the school day. The Board encourages teachers to extend their work day beyond the student day whenever this would benefit their students or further their own professional development. These 15 minutes shall be Teacher Professional time.
4. (a) Classroom teachers shall, in addition to their lunch period, have daily preparation time of one full period during which they shall not be assigned to any other duties. Other certificated members of the negotiating unit who are not regular classroom teachers shall be provided with preparation time to the same extent as other teachers. Exceptions to this provision may be made only in cases of emergency.
- (b) When a substitute cannot be obtained to cover a class from which the regular teacher shall be absent, the Principal may assign a teacher to cover the class during the teacher's preparation time or such other available time as may be voluntarily designated by the teacher. Teachers may voluntarily designate preparation periods, duty free lunch or other available time they would use to provide coverage by notifying the building administrator. Teachers shall be paid \$23 (03/04), \$24 (04/05), \$25 (05/06) for covering a 40-45 minute class period. Payment of teachers for class coverage during preparation time shall be prorated to reflect the length of the class covered.

(c) COLLABORATIVE TEACHING PERIOD

Collaborative teachers have received one (1) additional planning period per week per collaborative subject.

Teachers who collaborate in language arts for ten (10) periods per week shall receive two (2) weekly planning periods. One (1) planning period will be provided within the school day and the second planning period shall be outside the contractual day, in-school before the opening of the

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pupils' school day or after the close of the school day, for which the teachers shall be compensated at the rate of \$45 per teacher, per second planning period per week.

The number of planning periods will be capped at two (2) per week for collaborative language arts teachers who teach from ten (10) to fifteen (15) periods per week of language arts collaboratively.

5. Autistic Program

Teachers in the Preschool/Autistic program shall have a duty free lunch and prep period each day. When teachers miss a prep period due to home visits or training, they will be reimbursed. When Aides miss their recording time due to training, they will be reimbursed for their time or they will be provided with equivalent comp time. Teachers and Aides will be reimbursed for mileage related to home visits and training according to IRS guidelines.

6. The annual school calendar will provide minimum school days for teachers prior to the Thanksgiving and Holiday recess.

7. The following meetings shall be considered mandatory for teachers:
FAMS - Graduation and Back to School Night
Elementary - Back to School Night
All other evening meeting shall be considered voluntary.

8. Teachers shall make available four (4) afternoons per year, fifteen minutes after the close of the teacher school day, for the purpose of after-school staff and/or curriculum development that is in addition to the schools' monthly faculty meeting. Three of the four sessions will be maximum of two (2) hours in length. One of these sessions will be designated by a Staff/Curriculum Committee as voluntary and optional on the part of the teacher for a maximum of one and one-half (1.5) hours. The dates will be set by the Superintendent after consultation with the Committee at the beginning of each school year.

9. There shall be two (2) Professional Days scheduled per year. The programs for each day will be determined by a district Staff/Curriculum Development Committee. These Professional Days will not be scheduled on a Saturday or Sunday.

10. Some teachers may be required to work a flexible schedule. In those cases, the teachers' in-school workday shall be at least 420 consecutive minutes. A teacher assigned to work a flexible schedule may be assigned to begin work at 45 minutes before the regular day. Teaching assignments which may be scheduled for flexible schedule are: music teacher, gifted and talented teacher, ESL Teachers, math, reading and language, BSI, math enrichment, math specialist, Child Study Team members, Speech Therapist, Occupational and Physical Therapist, Guidance, School Library Media Specialist, Computer Teacher, Reading Teachers/Specialist. Child Study Team and Guidance personnel may volunteer to accept assignments which would allow their work day to end no later than 45 minutes after the student day. Flexible scheduling shall not take place on days when faculty/staff/curriculum development meetings are scheduled or, if they are, the teacher shall be excused from attending.

B. Teachers new to the district will attend 3 days of orientation prior to the start of the school year. New teachers will be compensated \$200. New teachers shall be required

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to attend five (5) one-hour meetings beginning 15 minutes after the school day during their first year.

C. INSTRUCTIONAL AIDE HOURS AND INSTRUCTIONAL AIDE LOAD

1. As professionals, instructional aides are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Instructional aides shall indicate their presence for duty by placing a checkmark in the appropriate column of the faculty roster. Any instructional aide arriving late to work shall sign in and indicate time of arrival and have the right to record the reason for the lateness.

2. The total school day for an instructional aide will not exceed 7 hours. Instructional aides shall have a daily duty free lunch period of a minimum of forty-five (45) minutes. This will be an uninterrupted lunch period. If an emergency arises, the instructional aide will be compensated for the time taken from his/her lunch period. An emergency, for purposes of this provision, shall include any unusual conditions caused by any circumstances or situation including, but not limited to, shortages in the personnel of the school district caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby, the safety of the students is endangered or imperiled, as shall be determined in the sole discretion of the superintendent or building principal.

On minimum days instructional aides shall be entitled to a twenty (20) minute duty free lunch.

3. Any instructional aide who works continuously for four (4) hours shall receive a ten (10) minute break to which he/she shall not be assigned other duties. A part-time instructional aide shall have his/her break prorated.

4. Instructional Aides will work the same calendar as that of a teacher. On parent-teacher conference days, the Instructional Aide will attend conferences as determined by the Administration. For the balance of time, he/she will participate in relevant in-service. Such in-service programs will be developed by the administration. Instructional Aides may also submit topics for in-service which will require approval by the administration. If there is no in-service provided by the administration then the Instructional Aides will be relieved of this assignment.

D. INSTRUCTIONAL AIDES - NEW HIRES

Instructional Aides new to the district will attend 2 days of orientation prior to the start of the school year. New Instructional Aides will be compensated \$133.00. New Instructional Aides shall be required to attend five (5) one-hour meetings beginning 15 minutes after the school day during their first year.

E. REDUCTION IN FORCE (RIF)

When deciding upon a reduction-in-force of Instructional Aides with five (5) or more years of service to the district, consideration shall be given to performance evaluations, length of service, attendance record, contributions to the district, and skills needed to perform expected job requirements. If an Instructional Aide is to be reduced, that person shall have the opportunity to meet with the Superintendent to discuss reasons for the recommendation of

non-renewal. The Board of Education has the final decision in the matter and may be addressed by the Instructional Aide if that person so desires. AM

ARTICLE VII

EMPLOYMENT

A. TEACHER EMPLOYMENT

Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15. Nothing, however, shall prevent the Board from terminating a teacher's contract or withholding a teacher's increment after May 15 where the circumstances warrant such action.

Non-tenured teachers who receive notice of non-renewal for the next school year subsequent to May 15 shall be given four (4) months severance pay from the date the notice was given.

Non-tenured teachers whose contracts are terminated during the course of the academic year shall receive severance pay or work four (4) months, at the option of the Board.

Teachers terminating their employment during the course of the year shall provide the Board with one hundred twenty (120) days notice. Teachers terminating their employment to coincide with the end of the academic year shall provide the Board with sixty (60) days notice.

B. INSTRUCTIONAL AIDE EMPLOYMENT

Instructional aides shall be notified of their contract and salary status for the ensuing year no later than the Friday before Memorial Day.

Instructional aides may terminate their employment at any time but shall provide the Board with at least thirty (30) days notice.

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ARTICLE VIII

SALARIES

A. The Salaries of all teachers covered by this Agreement are set forth in Schedule "A-1" which is attached hereto and made a part hereof. The salaries of all instructional aides covered by this Agreement will be adjusted annually to reflect the adjustment agreed to by the Franklin Lakes Education Association and the Franklin Lakes Board of Education. For the 2003/2004 school year the adjustment will be 4.6%. For the 2004/2005 school year the adjustment will be 4.85%. For the 2005/2006 school year the adjustment will be 4.85%. Minimum salary for ten (10) month Instructional Aides for 2003-2004 will be \$16,885 with a college degree and \$16,285 without a college degree, 2004-2005 will be \$17,704 with a college degree and \$17,075 without a college degree, and 2005-2006 will be \$18,563 with a college degree and \$17,903 without a college degree. Instructional Aides whose salaries were higher than \$16,847 in year 2002-2003, shall be compensated in years 2003-2006 according to Salary Schedule A-3.

B. 1. The Board agrees to permit teachers and instructional aides the option of selecting either a 20 payment plan or a 24 payment plan.

For those teachers and instructional aides selecting the 24 payment option, paychecks will be mailed only during July and August. All teachers and instructional aides will have their paychecks distributed to them in the usual manner and/or electronic bank transfers during the school year, regardless of payment option.

2. When a pay day falls on or during a school holiday, vacation or weekend, teachers and instructional aides shall receive their paychecks on the last previous working day.

3. Teachers and instructional aides shall receive their first paycheck in September of each year on the first Friday after returning to school.

4. Teachers and instructional aides shall receive their final checks and the pay schedule for the following year on the last working day in June.

C. WITHHOLDING OF INCREMENT PROCEDURE

Salary increases, as represented by advancement on the salary guide, are not automatic. Increases are earned through satisfactory teaching performance as evidenced by evaluations conducted by the administrator.

The teacher appraisal and evaluation process is the base upon which this procedure for withholding an increment is established. The evaluation process is defined in the policy manual of the Board.

1. Once the recommendation to withhold an increment has been forwarded to the teacher and the Superintendent, the teacher may request the Superintendent, within ten (10) school days and in writing, to establish a date when the teacher could meet with the Superintendent to discuss the principal's recommendation. The Superintendent shall not forward the recommendation to the Board of Education without such a conference unless the ten (10) school days have elapsed without the written request from the teacher.

2. Should the resultant action of the Superintendent be to forward a recommendation for withholding an increment to the Board, the teacher to be so deprived shall receive written notice of such a recommendation.

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3. Following such a recommendation by the Superintendent, arrangements shall be made to afford the teacher a reasonable opportunity to speak in his/her own defense before the Board. In order to have such an opportunity, the teacher must, within ten (10) school days after receipt of the written notice from the Superintendent, request in writing a meeting with the Board in closed session.
4. The Board shall be given a reasonable opportunity, following the meeting with the teacher, to deliberate. Should the resultant action of the Board be to withhold the increment, the Board shall, within ten (10) school days, give written notice of the action, and the reason to the teacher concerned.
5. When an increment is withheld, the teacher will not advance to the next higher step on the salary guide for the next contract year. Withholding an increment will not prevent the teacher moving from the BS to the MA guide, or from the MA to the MA+30 guide if the teacher has satisfactorily completed the degree requirements. Placement on the higher degree guide will be at the same relative step.
6. If the teacher, who was deprived of an increment, subsequently performs satisfactorily for the next two successive contract years including the year of deprivation, the Board may restore the teacher to the salary step that the teacher would otherwise have attained had there not been a withholding of increment. The increment may be restored earlier at the recommendation of the Superintendent with the approval of the Board.
7. The teacher shall have the right to present his/her own appeal or to designate representatives of F.L.E.A. or another person of his/her own choosing to appear with him/her at any step in this procedure.

D. PART-TIME TEACHERS' SALARY SCHEDULE

1. All part-time teachers employed by the Board shall be paid prorated salaries determined by the following formula:

Full-Time Equivalent
 Teachers employed prior to July 1, 2000 shall have an FTE equal to 1350 minutes.

$$\text{FTE} = \frac{\text{minutes of assigned time with pupils/week}}{30 \text{ forty-five minute periods/week}}$$

Teachers employed after July 1, 2000 shall have an FTE equal to 1425 minutes.

$$\text{FTE} = \frac{\text{minutes of assigned time with pupils/week}}{30 \text{ forty-five minute periods/week plus } 5 \text{ fifteen minute periods/week}}$$

2. Part-time teachers who are employed for less than a full day, shall have their preparation period, lunch period, and supervisory duties pro-rated based on FTE. A part-time teacher whose schedule requires a full day, but less than a full week, shall receive a preparation period, lunch period, and supervisory duties equal to that of a full time teacher for each day worked.
3. Part-time schedule shall be developed by building supervisor or Superintendent.

E. PART-TIME INSTRUCTIONAL AIDES' SALARY SCHEDULE

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1. All part-time instructional aides employed by the Board shall be paid prorated salaries determined by the following formula: Full-Time Equivalent.

$$\text{FTE} = \frac{\text{minutes of assigned time with pupils/week}}{7 \text{ hours (minus 45 minutes for lunch)} \times 5}$$

2. Part-time instructional aides who are employed for less than a full day, shall have their lunch period and break prorated based on FTE. A part-time instructional aide whose schedule requires a full day, but less than a full week, shall receive a lunch period and breaks equal to that of a full-time instructional aide for each day worked.
3. Part-time schedule shall be developed by building supervisor or Superintendent.

F. ADDITIONAL PERIOD ASSIGNMENTS

1. Teachers may volunteer to be assigned an additional instructional period in lieu of a preparation period.

All such additional instructional periods worked must be full periods.

Staff chosen to work the additional instructional period shall be allowed to work between one and five periods per week. No staff shall be permitted to work more than five additional instructional periods per week or more than one additional instructional period per day.

Staff members working five additional instructional periods per week shall be compensated at the annual rate of \$7,600 (03/04), \$7,700 (04/05), \$7,800 (05/06). Staff members working less than five additional instructional periods per week shall be compensated on a pro-rated formula based on the annual rate of \$7,600 (03/04), \$7,700 (04/05), \$7,800 (05/06).

Staff working the additional instructional period shall be chosen on a voluntary basis. If more than one teacher volunteers for the above assignment, the choice will be made by the administration. This voluntary assignment will not be automatically renewed.

2. An additional instructional period may take place immediately before or after the contractual day.

All such additional instructional periods worked must be full periods.

Staff chosen to work the additional instructional period shall be allowed to work between one and five periods per week. No staff shall be permitted to work more than five additional instructional periods per week or more than one additional instructional period per day.

Staff members working five additional instructional periods per week shall be compensated at the annual rate of \$7,600 (03/04), \$7,700 (04/05), \$7,800 (05/06). Staff members working less than five additional instructional periods per week shall be compensated on a pro-rated formula based on the annual rate of \$7,600 (03/04), \$7,700 (04/05), \$7,800 (05/06).

Staff working the additional instructional period shall be chosen on a voluntary basis. If more than one teacher volunteers for the above assignment, the choice will be made by the administration. This voluntary assignment will not be automatically renewed.

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ARTICLE IX
SERVICE INCREMENT

A. SERVICE INCREMENT

1. The Board, in recognition of a teacher's consecutive service to a district, will provide a service increment as follows:

2003-2006

- 15th through 19th consecutive year in district - \$2600
- 20th through 24th consecutive year in district - \$3300
- 25th through 29th consecutive year in district - \$4000
- 30th consecutive year in the district and thereafter - \$4700

2. The Board, in recognition of an Instructional Aide's consecutive service to a district, will provide a service increment as follows:

- 5th through 9th consecutive year in district -\$700
- 10th through 14th consecutive year in district -\$900
- 15th through 19th consecutive year in district -\$1100
- 20th through 25th consecutive year in district \$1300

This amount shall be added to the teacher's and Instructional Aide's annual regular salary and paid as part of the regular salary plan.

A part-time teacher who has been employed in the District for the requisite number of consecutive calendar years shall receive a service increment prorated to reflect his/her current full-time equivalent (FTE).

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ARTICLE X

TEACHER AND INSTRUCTIONAL AIDE ASSIGNMENT

- A. All teachers and instructional aides shall be given written notice of their grade level and/or subject assignments, building assignments and room assignments as soon as practicable.

- B.
 - 1. Schedules of teachers and instructional aides who are assigned to more than one (1) school shall be arranged so that no such teacher or instructional aide shall be required to engage in an unreasonable amount of inter-school travel. Such teachers and instructional aides shall be notified of any changes in their schedules as soon as practicable.

 - 2. Teachers and instructional aides who may be required to use their own automobiles in the performance of their duties and teachers and instructional aides who are assigned to more than one (1) school per day shall be reimbursed for all such travel; at the I.R.S. rate per mile for all driving done after arrival at the first location at the beginning of their work day in the performance of their duty.

ARTICLE XI

VOLUNTARY TRANSFERS AND ASSIGNMENTS

- A.
1. The Superintendent shall deliver to the Association and post in all school buildings a list of the known teaching vacancies as they occur during the school year.
 2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building for the following school year may file a written statement of such desire with the Superintendent by April 1. Such statement shall include the grade(s) and/or subject(s) to which the teacher desires to be transferred, in order of preference.

If a position becomes available after April 1, requests may be made for such position.

- B. In the event of requests for voluntary reassignment or transfer to fill such vacancies, the wishes of the individual will be considered. Each request will receive a written reply.

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ARTICLE XII
INVOLUNTARY TRANSFERS
AND
REASSIGNMENTS

- A. The decision of transfer of teaching staff members requires a majority vote of the full Board of Education. However the principals and Superintendent may make recommendations to the Board of Education. In making such recommendations, the administrators will give consideration to filling vacancies with qualified volunteers instead of involuntary transfers or reassignments. The Board's decision will be final.
- B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.
- C. An involuntary transfer or reassignment shall be made on the basis of the best interests of the school system and when the teacher's services would be of greater value to the students in the reassigned position. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the principal at which time the principal will discuss his recommendations to the Superintendent and Board. The teacher may request a meeting with the Superintendent if so desired.

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ARTICLE XIII

LIAISON COMMITTEE

- A. The Association shall select a Liaison Committee consisting of two (2) members for each school building which shall meet with the principal after school at least once a month and more often if necessary to review and discuss local school problems and practices, not dealing with Board policy, past practice or contractual issues, and to make suggestions and recommendations in the revision or development of building policies.

Purpose of liaison committee is not to initiate grievance issues.

One Association member of the liaison committee will be obligated to inform the Association President of the issue(s) to be discussed at the next liaison meeting with his/her school principal.

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ARTICLE XIV

SICK LEAVE

- A. (1) Accumulative sick leave with pay will be allowed to regular full time members of the teaching staff and instructional aides. Sick leave will consist of twelve (12) school days for each year of employment. Part-time teaching staff members and instructional aides shall also be entitled to a prorated amount of accumulative sick leave which reflects their proportionate level of employment.

Sick leave exceeding five (5) or more consecutive days and frequent short periods of absence must be substantiated by a doctor's certificate or written statement explaining lack of certificate at the time of returning to work.

- (2) Part-time teaching staff members and instructional aides shall be deemed to use sick leave during their employment at a prorated rate which reflects their current proportionate levels of employment.

- B. By law, effective September 1964, all unused days of sick leave in any given year may be accumulated to be used for additional sick leave as needed in subsequent years. Prorated accumulative sick leave shall be calculated in, or converted to, terms representing full-time days for purposes of use by the part-time teaching staff member during his/her employment and at retirement. Upon retirement, a teacher will be granted remuneration at a rate of:

- \$20 per day for full time up to a maximum of 100 full-time days of unused sick days
- \$35 per day for 101 to a maximum of 200 full-time days of unused sick days
- \$40 per day above 200 full-time days of unused sick days

(Retirement Service as defined in the Teacher's Pension Plan).

Surviving spouse or unemancipated children of a teacher who dies while under contract shall receive the benefits of this provision.

- C. Teachers and instructional aides must notify the principals or his/her designee of their illness.

- D. The Sick Day Bank is a program to offer assistance to teachers in time of extended illness in the form of extension of their accrued personal sick days. It is not the purpose of the Bank to provide for an illness of a brief nature. The Sick Day Bank is a cooperative program whose implementation and maintenance is dependent on teacher support.

The bank will be built up by each teacher contributing one (1) day per year to the Bank. In the event the Bank has 700 days or more remaining September 1, of each year, no days will be added to the Bank until the number drops below 300 days. In a year when days are put into the Bank, each teacher will receive eleven (11) sick days for personal use. At the end of the school year, any unused sick days remaining in the Bank will be carried over to the next year.

In the event that the Board and Association agree to dissolve the Bank for whatever reason, all days left in the Bank will be divided equally by the teachers in the district. No teacher will receive more days than he or she has contributed to the Bank.

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The Board of Trustees reserves to itself, the right to have a second medical opinion of the patient making the claim for Bank use. The cost for such examination shall be paid for by the patient and the doctor used will be of the Bank's choice.

If a third opinion is necessary, a doctor mutually acceptable to F.L.E.A. and the member will be selected. The cost of this examination will be divided equally between F.L.E.A. and the member.

The Trustees of the Bank will be limited to granting up to thirty (30) school days at one time. A member may request additional sick leave by submitting a request and a doctor's certificate.

If in the judgment of the Trustees the teacher qualifies, the Trustees shall submit the request to the Board of Education. If the Board of Education agrees with the Trustees, the Board will arrange payment to the teacher. If the Board of Education rejects the request, the Board will notify the Trustees of the Bank.

The cost of the substitute or the estimated cost of a substitute shall be deducted from each additional sick day granted. A day's salary is defined as 1/200th of the teacher's annual salary.

In the event that a teacher uses all of his or her sick days and there are none available from the Sick Day Bank, then the Board of Education will have the sole power to decide, based on the merits of the case, whether or not any assistance in the form of extension of sick day benefits will be granted.

When an employee is on sick leave beyond his allotted number of days with pay, the deductions from his pay will be in the amount of 1/200th of his salary per day. The cost of the substitute shall be deducted from each additional sick day granted.

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ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

A. FAMILY LEAVE

TEACHERS: In addition to sick leave, a maximum of two (2) days per year will be allowed in cases of illness to a spouse (husband, wife), child, step-child, parent, grandparent or sibling. This is not accumulative. Teachers must notify principals or his/her designee of their absence.

INSTRUCTIONAL AIDES: In addition to sick leave, a maximum of one (1) day per year will be allowed in cases of illness to a spouse (husband, wife), child, step-child, parent, grandparent or sibling. This is not accumulative. Instructional Aides must notify principals or his/her designee of their absence.

B. BEREAVEMENT LEAVE

In the case of death in the immediate family, defined as husband, wife, father, mother, step-father, step-mother, child, step-child, sister, brother, grandmother, grandfather, father-in-law, mother-in-law, son-in-law and daughter-in-law, a teacher and instructional aide may be granted not more than three (3) days of absence with full pay, these days shall not be deducted from the twelve (12) days allowable for an illness or accident.

In the case of a relative of the second degree, such as uncle, aunt, niece, nephew, cousin, leave of absence of one (1) day may be allowed, this shall not to be deducted from the twelve (12) days allowed for illness or accident.

C. PERSONAL ABSENCE

All personal absences are granted for discharge of important personal matters; family business, legal or household matters, or other personal emergencies that cannot be handled during non-school hours.

All personal business days will not normally be granted on days immediately preceding or immediately following scheduled holidays or vacation except under emergency. Personal days also will not be granted at a time when the teacher's absence may seriously hinder the overall operation of the school, e.g., opening day, closing day.

Teachers shall be granted up to three (3) non-cumulative days with pay and instructional aides shall be granted two (2) non-cumulative days with pay. Personal days in excess of three (3) for teachers and two (2) for Instructional Aides may be approved at the sole discretion of the Superintendent under extraordinary circumstances and upon reasonable notice.

1. With Stated Reason

Two (2) of the teacher's personal absences and one (1) of the Instructional Aides personal absences require stated reason for absence and approval by and through the principal and superintendent. Application shall be made at least seven (7) days before taking such personal leave (except in the case of extreme emergencies).

Among the reasons which can be considered for a day of personal absence with pay are:

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1. Moving day
 2. Court appearance
 3. Appearance at Internal Revenue Bureau
 4. Entering child, step-child in college
 5. Attending child's, step-child's graduation
 6. Attending the wedding of a child or step-child
 7. Marriage
 8. Attendance at a ceremony (including a graduation ceremony) at which a member of the immediate family (husband, wife or child, step-child) will be the recipient of some distinctive award or honorary degree or will be sworn into high public office.
 9. Official Association business to be conducted by the Association President
 10. Closing on property
 11. Other reasons to be specified.

2. Without stated reason

One of the teacher's personal absences and one of the Instructional Aide's personal absences shall be granted without a stated reason for the absence. Instructional Aides will be required to provide a reason for all personal days taken in the month of June. Application shall be made at least seven (7) days before taking such personal leave (except in the case of extreme emergencies).

- D. Part-time teachers shall have benefits under A, B, and C prorated according to their full-time equivalent.

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ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years shall 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.
- B. A tenured teacher shall be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university.
- C. Military leave without pay shall be granted to any teacher who is inducted or enlisted in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- D.
 - 1. A tenured female teacher shall be entitled to maternity leave. Said teacher may request a maternity leave without pay and said leave shall be granted. The teacher must notify the Superintendent of her intent to return to teaching no later than twelve (12) months after the birth of the child. Said teacher shall be reinstated to the first available position but no later than the start of the next succeeding school year.
 - 2. Any tenured teacher adopting a child shall receive similar leave which shall commence upon receiving de facto custody of said child or earlier if necessary to fulfill the requirements for the adoption. No teacher on said leave shall be denied the opportunity to substitute in the Franklin Lakes School District in the area of certification or competence.
 - 3. A tenured male teacher shall be entitled to paternity leave. Said teacher may request a paternity leave without pay and said leave shall be granted. The leave shall become effective on the birth of the child. The teacher must notify the Superintendent of his intent to return to teaching no later than twelve (12) months after the birth of the child. Said teacher shall be reinstated to the first available position but no later than the start of the next succeeding school year.
- E.
 - 1. Upon return from leave granted pursuant to Section A, B, or C of this ARTICLE, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure and, except as otherwise provided by law, shall not count toward the accrual of seniority.
 - 2. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return, and shall be assigned a position for which he/she is certificated.
- F. All extensions or renewals or leaves shall be applied for and granted in writing.
- G. Teachers requesting leaves in this Article shall make application in writing to the Board at least ninety (90) days prior to the anticipated effective date of the leave, unless unusual circumstances warrant shorter notice.

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ARTICLE XVII

PROFESSIONAL DEVELOPMENT

A. The Board of Education will reimburse up to \$1000 (03/04), \$1050 (04/05), and \$1,100 (05/06) of the costs per year of teachers with one or more years of experience in this district who are taking approved courses for advanced teaching credentials. This is not applicable to courses taken for certification or for personal enrichment or development. Part-time teaching staff members shall receive the benefits provided pursuant to this Article at prorated levels based upon their full-time equivalent. Years of experience shall be computed on the same basis as seniority.

B. Total tuition reimbursement will be capped at:

03/04 - \$30,000

04/05 - \$32,500

05/06 - \$35,000

Those hired before July 1, 2003 would receive \$825 when they completed their course. Any additional funds would be received in June. Teachers hired after July 1, 2003, would receive their reimbursement in June.

1. Teachers hired prior to July 1, 2003, will receive \$825 when they complete their course. Any remaining funds from the pool will be prorated and received in June to meet the maximum allowable reimbursement for that year.
2. Teachers hired after July 1, 2003, will receive their reimbursement in June based on funds remaining in the pool up to the maximum allowable reimbursement for that year.

C. All courses will be subject to approval by the Superintendent of Schools who will decide on the eligibility of a course for reimbursement. In his determination of eligibility, the Superintendent will be guided by the relationship of the course to the teacher's current field or advanced degree program.

In general, courses will be approved for reimbursement if they are judged by the Superintendent to be of value to the teacher in his or her continuing role in Franklin Lakes Schools and if the course has educational merit for our schools.

D. Claim for refund must be completed on a school voucher accompanied by verification of expenditure from the college or institution attended, as well as evidence of a grade "B" or better.

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ARTICLE XVIII

PROTECTION OF TEACHERS, INSTRUCTIONAL AIDES, STUDENTS AND PROPERTY

A. Teachers and instructional aides shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

B. Corporal Punishment of Pupils

No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his/her employment, use and apply such amounts of force as is reasonable and necessary:

- (1) to quell a disturbance, threatening physical injury to others;
 - (2) to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
 - (3) for the purpose of self-defense; and
 - (4) for the protection of persons or property;
- and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

C. Indemnity of Officers and Employees Against Civil Actions

Whenever any civil action has been or shall be brought against any teacher or instructional aide holding any office, position, or employment under the jurisdiction of the Board, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and the Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

D. When absence arises out of or from such assault or injury, the teacher or instructional aide shall not forfeit any sick leave or personal leave.

E. 1. Teachers and instructional aides shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher or instructional aide for information in the possession of the Superintendent relating to the incident or the persons involved.

F. If criminal or civil proceedings are brought against a teacher or instructional aide alleging that he committed an assault in connection with his employment, such teacher or instructional aide may request the Board to furnish legal counsel to defend him/her in such proceedings according to State Statutes.

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ARTICLE XIX

HEALTH BENEFITS PROGRAM

- A. The Board of Education of Franklin Lakes agrees to pay 100% of the premium costs to all employees and dependents in the program provided by the Public and School Employees Health Benefit Act of the State of New Jersey. (L 1964 Chapter 125).
- B. The Board will provide to each employee a description of the health-care insurance coverage provided under this agreement.

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- C. The Board of Education agrees to pay 100% of the premium costs to all full time employees and dependents for the program provided by the New Jersey Dental Service Plan Program #2 with Orthodontist Benefits.

PRESCRIPTION PLAN

- D. The Board of Education will provide a Prescription Plan to all employees and dependents. The Prescription Plan provided herein shall require a co-payment schedule as follows: Mail-in prescription drugs: \$10 for brand, \$5.00 to generic; Retail drugs: \$8.00 for generic drugs; and \$18.00 for brand name drugs. There shall be no maximum annual benefit level per unit employee.

All drugs, under this plan to be eligible for reimbursement, must be prescribed by a physician.

- E. Effective July 1, 1998, teachers and instructional aides shall not receive family health, dental or prescription until after the unit member attains tenure or is employed in the district for a minimum of three (3) years; provided, however, that the unit member may purchase at his or her expense, through payroll deductions, family health, dental and prescription benefits until such time as they become entitled to district coverage.
- F. Annually, a teacher/Instructional Aide may elect to reduce his/her health benefits from the State Health Benefits Plan that he/she would be entitled to by nature of his/her family status. In event of such election, a teacher/Instructional Aide shall receive a monthly payment equal to 30% of the difference between:

1. The premium for the coverage the individual would be entitled to by nature of his/her current family status
- AND
2. The premium for the reduced coverage selected by the individual.

In no event can the teacher/Instructional Aide select less than employee only coverage.

The above specified payments shall be applied to the individual's Section 125 plan.

- G. Any employee who has dependent coverage through his or her spouse's employer (other than the Franklin Lakes Board of Education) may waive all insurance coverage from the Board and shall receive 50% of the cost of the premium for that employee and eligible dependents. Payment shall be prorated bi-monthly and will be added to the

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employee's payroll check. The employee shall, however, not be entitled to payment until the effective date of the enrollment change. Employees who elect this option will have the right to re-enroll for another coverage, should their family circumstances change. Re-enrollment is subject to the plan's requirements. The effective date of coverage is subject to the plan's requirements.

- H. The Board shall establish a plan pursuant to Section 125 of the Internal Revenue code (26 U.S.C. 125) for payment by the employee of the medical insurance premium cost and any other qualifying costs in the minimum amount permitted by law. However, the Board's obligation to establish and/or continue said plan is expressly conditioned on the continuation of the benefits set forth in Paragraphs E, F and/or G of this Article. If Paragraphs E., F. and/or G are deemed unenforceable by a court of competent jurisdiction, or they are eliminated by negotiations or otherwise by the parties to this agreement, then the Board's obligation to continue and/or maintain the Section 125 Plan shall cease.
- I. Teachers who retire with their final four (4) years of service with the Franklin Lakes Board of Education and after twenty five (25) years of service in the State, shall be permitted to participate in the Dental and Prescription Drug Insurance Plans offered to active teachers (if such plan is available). The cost of this insurance shall be paid entirely by the retired teacher.

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ARTICLE XX

DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers and instructional aides dues for the Franklin Lakes Education Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers and instructional aides individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967 (NJSA 52:14-15. 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Board's Business Administrator who shall disburse such monies to the appropriate association or associations. Teacher and instructional aide authorization shall be in writing in the form set forth below:

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____

Soc. Sec. No. _____

School Building _____

District _____

To: Disbursing Officer Franklin Lakes 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 succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1 next succeeding the date on which notice of withdrawal is filed. 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 monies so deducted and transmitted in accordance with this authorization, and relieve the governing Board and all of its officers from any liability therefor.

I designate the Franklin Lakes Education Association to receive dues and distribute according to the organization(s) indicated:

- Franklin Lakes Education Association
- Bergen County Education Association
- New Jersey Education Association
- National Education Association

- 2. 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.

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- 3. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.
- 4. The filing of notice of a teacher's or instructional aide's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

B. The Board agrees to deduct from teachers' or instructional aide's salaries money for Local, State and/or National association services and programs as said teachers and instructional aides individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher or instructional aide may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

C. Upon request the Board agrees to deduct from teachers' and instructional aides' salaries: the premiums for Washington National Insurance; amounts designated by teachers and instructional aides for United Fund; amounts designated by teachers and instructional aides for Paragon Federal Credit Union; amounts designated for purchase of tax-sheltered annuity contracts with an agent approved by the Board pursuant to Policy #4142.1, and agrees to forward the withheld funds on the date each employee's check is issued.

D. Agency Shop

1. Purpose of Fee

If a certificated employee or an Instructional Aide does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a reasonable representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee/Notification

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

3. Deduction and Transmission of Fee

a. Notification

On or about the 15th of September of each year, the Board will submit to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

b. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section 3-a the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

c. Termination of Employment

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If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics

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

e. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

f. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

4. Indemnification and Save Harmless Provision

The Franklin Lakes Education Association understands and agrees to fully indemnify and hold harmless the Franklin Lakes Board of Education and its agents and other employees from any and all liability that might arise out of and as a result of any action or conduct of the Franklin Lakes Board of Education - direct or indirect, by omission or commission - taken to implement or effectuate the within agency agreement with the Franklin Lakes Education Association.

Said indemnity shall include but not be limited to reasonable counsel fees and costs of suits, penalties, interest, direct and indirect expenditures and other miscellaneous disbursements.

E. The teachers and instructional aides, who authorize the Board to make deductions from their salary in accordance with sections A, B, and C of this Article, agree to fully indemnify and hold harmless the Franklin Lakes Board of Education and its agents and other employees from any and all liability that may arise out of and as a result of any action or conduct of the Franklin Lakes Board of Education - direct or indirect, by omission or commission, taken to implement or effectuate sections A, B, and C of this Article.

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ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. This agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and gives them full force and effect as Board policy.
- B. If any provision of the Agreement or any application of the 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 or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher or instructional aide, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination, in the hiring, training, assignment, promotion, transfer, or discipline of teachers or instructional aides or in the application or administration of this Agreement in accordance with state and federal laws.
- E. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers or instructional aides now employed, hereafter employed, or considered for employment by the Board.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing at the following addresses:
 - 1. If by Association, to the Board of Education, 490 Pulis Avenue, Franklin Lakes, New Jersey, 07417.
 - 2. If by Board, to the Association President.

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ARTICLE XXII

PROFESSIONAL DEVELOPMENT LEAVE

A. ELIGIBILITY

Professional Development Leave may be granted after eight (8) years of service in the Franklin Lakes School District with a record of sustained high level performance. Part-time teaching staff members shall be entitled to the benefits provided pursuant to this Article at prorated levels based upon full-time equivalent. Years of service shall be computed on the same basis as seniority in the school district.

B. DURATION AND PAY

1. A teacher on leave, either for one-half (1/2) of a school year or for a full school year, shall be paid by the Board at one-half (1/2) salary for one (1) year and at full salary for one-half (1/2) school year.
2. Regular deductions for the State Retirement Fund, as provided for by law, shall be taken from compensation during leave.

C. NUMBER OF STAFF ELIGIBLE

Not more than one teacher of the staff will be granted leave in any one year.

D. GENERAL CONDITIONS

1. Teachers granted leave agree not to engage in any full-time employment for remuneration during the period of leave.
2. Teachers on leave may accept fellowships or become engaged in temporary or part-time professional employment to supplement their leave pay.
3. As a condition for granting leaves, the teachers shall enter into a contract to continue in the service of the Franklin Lakes Board of Education for a period of at least two (2) years upon completion of leave.
4. A teacher will be required to repay to the Board of Education a sum bearing the same ratio to the amount of salary received while on absence that the unfulfilled portion of the subsequent years service bears to the full year of two (2) years in case of resignation or failure to continue in service for the agreed upon period following leave.
5. A teacher may return to a position upon return from leave.
6. The time a teacher is away on leave shall be included in determining salary adjustments and experience levels.
7. Official college transcripts will be forwarded to the Superintendent showing full-time college or university enrollment when leaves are granted for study purpose for the period of the leave.
8. Reports should be planned for submission in consultation with the Superintendent and will be required when leaves are granted for research purposes.

LM

E. FILING APPLICATION

1. Applications for leave shall be filed with the Superintendent on or before November 1 of the year preceding the period of the leave when it is to commence.
2. The application shall state the purpose of the leave.
3. The Board shall take action on applications for leave as early as possible, but not later than March 1 prior to the beginning date of the leave and in passing on applications for leave will apply the following criteria:
 - a. Years of service in Franklin Lakes Schools prior to the date of leave.
 - b. The type of leave requested.
 - c. The educational value of the leave to the Franklin Lakes Schools.
 - d. The relationship of such leave to the professional growth of the applicant.
 - e. If more than one (1) application is received, the Board in its sole discretion shall determine which of the applicants shall be granted leave.
 - f. Each application will be judged on its merits. If only one (1) application is submitted, it will not automatically qualify. The Board reserves the right to reject any or all applications if it is not satisfied that even one of them sufficiently satisfies the criteria for acceptance.

AM

ARTICLE XXIII

DURATION OF AGREEMENT

- A. The term of the contract is for July 1, 2003 to June 30, 2006.
- B. In Witness whereof the parties hereto have caused this agreement to be signed by their respective president attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

FRANKLIN LAKES
BOARD OF EDUCATION

By: Stephen E. Saxe
President

By: Michael J. Sobus
Secretary

FRANKLIN LAKES
EDUCATION ASSOCIATION

By: Gene Neglia
President

By: Marie Warnke
Secretary

SCHEDULE
"A-1"

Year 1 / 03-04
4.60%

Step	Salary		
	BA	MA	MA+30
1	37,000	39,000	43,000
2	38,000	40,000	44,000
3	39,000	41,000	45,000
4	40,000	42,000	45,500
5	41,000	43,500	47,500
6	42,000	45,000	48,500
7	43,000	46,500	49,500
8	44,500	48,500	53,000
9	46,000	50,500	55,000
10	48,000	52,500	58,000
11	50,000	54,500	60,000
12	54,000	57,000	64,000
13	56,000	61,000	70,000
14	59,000	66,000	75,000
15	62,500	71,000	79,500

Year 2 / 04-05
4.85%

Step	Salary		
	BA	MA	MA+30
1	38,750	41,000	44,000
2	39,750	42,000	45,000
3	40,750	43,000	46,000
4	41,750	44,000	47,000
5	42,750	45,000	48,500
6	43,750	46,500	50,250
7	44,750	48,250	52,000
8	46,250	50,000	54,500
9	47,750	52,250	56,500
10	49,750	54,500	60,000
11	51,750	57,000	62,000
12	54,750	59,750	67,000
13	56,500	62,750	72,000
14	59,500	66,750	75,500
15	62,500	71,000	79,500

Year 3 / 05-06
4.85%

Step	Salary		
	BA	MA	MA+30
1	41,000	43,000	45,000
2	42,000	44,000	46,000
3	43,000	45,000	47,000
4	44,000	46,500	48,500
5	45,000	48,000	50,000
6	46,000	49,000	52,000
7	47,000	50,500	54,000
8	48,500	52,000	56,000
9	50,000	54,000	59,000
10	51,500	56,000	62,500
11	53,000	58,500	65,500
12	55,500	61,000	68,500
13	57,000	64,000	72,000
14	59,750	67,500	75,500
15	62,500	71,000	79,500

Teachers entering off step guide will enter at Step A and proceed to Steps B & C in subsequent years.

Teachers employed within the district prior to June 30, 2003 and who are at step 14 during the 2002-2003 school year will receive the following salary in years 1, 2, and 3 of the contract respectively as specified in off guide schedule.

Teachers employed within the district prior to June 30, 2003 and who are at step 13 during the 2002-2003 school year will move to step 15 in year 1 of the contract and receive the following salary as specified in off guide schedule in years 2 and 3 of the contract respectively.

Teachers employed within the district prior to June 30, 2003 and who are at step 12 during the 2002-2003 school year will move to step 13 in year 1, step 15 in year 2 of the contract and receive the following salary as specified in the off guide schedule in year 3 of the contract.

Teachers employed within the district prior to June 30, 2003 and who are at step 11 during the 2002-2003 school year will move to step 12 in year 1, step 13 in year 2 and step 15 in year 3 of the contract.

Any teachers hired during the term of the contract will proceed through the guide 1 step for each year of the contract. After step 15, they will receive the salary as specified in off guide schedule annually during the term of this contract.

10-11

OFF GUIDE SCHEDULE

Year 1 / 03-04 Year 2 / 04-05 Year 3 / 05-06

Step	Year 1 / 03-04			Year 2 / 04-05			Year 3 / 05-06		
	BA	MA	MA+30	BA	MA	MA+30	BA	MA	MA+30
A	64,000	72,775	81,500	64,000	72,775	81,500	64,000	72,775	81,500
B				65,750	74,775	83,750	65,750	74,775	83,750
C							67,500	76,775	86,000

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INSTRUCTIONAL AIDE
SALARY SCHEDULE

SCHEDULE "A-3"

Instructional Aides whose salaries are higher

<u>2003/04</u>	<u>2004/05</u>	<u>2005/06</u>
21,349	22,384	23,470
20,442	21,433	22,473
19,806	20,767	21,774
18,643	19,547	20,495
17,980	18,852	19,766
17,885	18,752	19,662
17,332	18,173	19,054

Instructional Aides with BA or BS Degree

16,885	17,704	18,563
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Instructional Aides without a BA or BS Degree

16,285	17,075	17,903
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STIPENDS
2003-2004

Category 1	Category 2	Category 3	Category 4	Per event Category
Athletic Director	Cheerleading	Show Choir	Detention Monitor (elem) (2)	Clock Operator
\$3,000 (\$4,500)	\$1,800	\$1,200	\$410	\$35.66
Baseball / Softball	Volleyball	Peer Leadership Advisors(3)	Teen Arts	Crowd Control
\$2,100 (\$2,550)	\$1,154	\$660	\$500	\$41.61
Basketball	Team Coordinator (3)	WAS Wonders	Musicians Club	Clubs
\$2,500 (\$2,800)	\$1,600	\$1,200	\$440	\$31.47
Soccer	Yearbook (2)	Drama Club (elem) (2)	GT Art (3)	Lunch Duty
\$2,100 (\$2,550)	\$1,030	\$660	\$741	\$14.53
Website Master	Peer Leadership Coord	Supply Teacher (3)	Head Teacher (3)	Frost Valley (10)
\$2,101	\$900	\$660	\$471	\$500
	Web Design Team (6)	Detention Monitor (FAMS)	Activity Period Coordinator	Graduation Mentor
	\$900	\$600	\$538	\$300
	Drama Club (FAMS)	Track and Field (3)	Eighth Grade Play (2)	
	\$2,000	\$800	\$646	
			Environmental Center	
			\$440	
(Amounts in parentheses are for those continuing in the position they held during the 2002/2003 school year and were being paid from Schedule B.)				
Workshop Category		Differential		
ITIP, 4MAT, Computer		Summer Guidance	Frost Valley Coordinator	Curriculum Technology
		2.5% of salary for 5 days	2.5% of salary for 5 days	\$7,496
		43		

STIPENDS
2004-2005

Category 1	Category 2	Category 3	Category 4	Per event Category
Athletic Director	Cheerleading	Show Choir	Detention Monitor (elem) (2)	Clock Operator
\$3,000 (\$4,635)	\$1,825	\$1,200	\$410	\$35.66
Baseball / Softball	Volleyball	Peer Leadership Advisors(3)	Teen Arts	Crowd Control
\$2,100 (\$2,575)	\$1,154	\$785	\$525	\$41.61
Basketball	Team Coordinator (3)	WAS Wonders	Musicians Club	Clubs
\$2,500 (\$2,825)	\$1,700	\$1,200	\$525	\$31.47
Soccer	Yearbook (2)	Drama Club (elem) (2)	GT Art (3)	Lunch Duty
\$2,100 (\$2,575)	\$1,050	\$785	\$741	\$14.53
Website Master	Peer Leadership Coord	Supply Teacher (3)	Head Teacher (3)	Frost Valley (10)
\$2,101	\$1,050	\$785	\$525	\$500
	Web Design Team (6)	Detention Monitor (FAMS)	Activity Period Coordinator	Graduation Mentor
	\$1,050	\$650	\$538	\$300
	Drama Club (FAMS)	Track and Field (3)	Eighth Grade Play (2)	
	\$2,000	\$800	\$646	
			Environmental Center	
			\$525	
(Amounts in parentheses are for those continuing in the position they held during the 2002/2003 school year and were being paid from Schedule B.)				
Workshop Category		Differential		
ITIP, 4MAT, Computer		Summer Guidance 2.5% of salary for 5 days	Frost Valley Coordinator 2.5% of salary for 5 days	Curriculum Technology \$7,496
		44		

STIPENDS
2005-2006

Category 1	Category 2	Category 3	Category 4	Per event Category
Athletic Director	Cheerleading	Show Choir	Detention Monitor (elem) (2)	Clock Operator
\$3,000 (\$4,775)	\$1,850	\$1,200	\$410	\$35.66
Baseball / Softball	Volleyball	Peer Leadership Advisors(3)	Teen Arts	Crowd Control
\$2,100 (\$2,600)	\$1,200	\$890	\$590	\$41.61
Basketball	Team Coordinator (3)	WAS Wonders	Musicians Club	Clubs
\$2,500 (\$2,850)	\$1,800	\$1,200	\$590	\$31.47
Soccer	Yearbook (2)	Drama Club (elem) (2)	GT Art (3)	Lunch Duty
\$2,100 (\$2,600)	\$1,200	\$890	\$750	\$14.53
Website Master	Peer Leadership Coord	Supply Teacher (3)	Head Teacher (3)	Frost Valley (10)
\$2,110	\$1,200	\$890	\$590	\$500
	Web Design Team (6)	Detention Monitor (FAMS)	Activity Period Coordinator	Graduation Mentor
	\$1,200	\$700	\$590	\$300
	Drama Club (FAMS)	Track and Field (3)	Eighth Grade Play (2)	
	\$2,000	\$800	\$650	
			Environmental Center	
			\$590	
(Amounts in parentheses are for those continuing in the position they held during the 2002/2003 school year and were being paid from Schedule B.)				
Workshop Category		Differential		
ITIP, 4MAT, Computer		Summer Guidance	Frost Valley Coordinator	Curriculum Technology
		2.5% of salary for 5 days	2.5% of salary for 5 days	\$7,496
		45		