

**AGREEMENT**

**BETWEEN**

**FRANKLIN TOWNSHIP  
BOARD OF EDUCATION**

**and**

**FRANKLIN TOWNSHIP  
EDUCATION ASSOCIATION**

**2002 - 2005**

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## **PREAMBLE**

This Agreement is entered into as of the first day of July 2002 by and between the Board of Education of Franklin Township, the Township of Franklin, County of Somerset, New Jersey, hereinafter called the "Board", and the Franklin Township Education Association, hereinafter called the "Association".

**ARTICLE 1**

**RECOGNITION**

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

Certified Personnel:

Teachers	Department Chairpersons
Librarians	Coordinators
School Nurses	School Psychologists
Guidance Counselors	Athletic Trainer
School Social Workers	Environmentalist
Speech Correctionists	Registered Nurses
Learning Disabilities	Occupational Therapists
Teacher Consultants	

Non-Certified Personnel:

Clerk Typists	Secretary II
Clerk Stenographers	Accounting II
Computer Operator	Data Processing Clerk II
Telephone Operator-Receptionists	Secretary III
Secretary I	Duty Paraprofessionals
Accounting I	Instructional Paraprofessionals
Data Processing Clerk I	Attendance Officer
Payroll Assistant	

but excluding:

Superintendent  
Assistant Superintendents  
Business Administrators  
Secretary to the Board

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

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

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

**C.** Unless otherwise indicated, the term “clerical” when used hereinafter in this Agreement, shall refer to all non-certified personnel listed above except Paraprofessionals and Attendance Officer.

**D.** Unless otherwise indicated, the term “Paraprofessional” when used hereinafter in this Agreement, shall refer to all Duty Paraprofessionals and Instructional Paraprofessionals.

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

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

## **ARTICLE 2**

### **NEGOTIATION OF SUCCESSOR AGREEMENT**

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

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

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

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

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



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

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

### **ARTICLE 3**

#### **GRIEVANCE PROCEDURE**

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

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

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

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

#### **C. Rights of Employees to Representation**

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

representative of the Association.

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

**D. Procedure – Grievance Steps**

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

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

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

4. In the event a grievance is filed at such time it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following year, could result in irreparable harm to an employee, the time limits set forth herein shall be adjusted by mutual written consent so that the grievance procedure may be completed as soon after the school year as

is practicable.

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

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

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

**E. Levels Of The Grievance Procedure Are As Follows:**

**1. Level One**

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

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

## **2. Level Two**

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

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

## **3. Level Three**

If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days of the Level Two meeting with the grievant or twelve (12) school days after the grievance was filed at Level Two, the grievant may appeal the grievance in writing to the Superintendent within five (5) school days.

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

#### **4. Level Four**

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

- a.** Any matter for which a detailed method of review is prescribed by law, or by any rules, regulations, or by-laws of the State Commissioner of Education;
- b.** Any matter which, according to law, is beyond the power of the Board of Education;
- c.** The contents of a written evaluation of an employee conducted in accordance with Board policy except when it recommends some form of disciplinary action;
- d.** A claim of non-employment by a non-tenured teacher or non-tenured clerical.

The grievance must be filed within five (5) school days after receipt of the decision at Level Three or twenty (20) school days after submitting the grievance to the Superintendent, whichever is sooner. The grievance shall be submitted in writing to the Board through the Superintendent who shall attach all related papers and forward the grievance to the Board of Education. A hearing shall be scheduled with the grievant by the Board at a mutually reasonable time. Such hearing shall be held within twenty (20) school days of the receipt of the grievance. The Board shall give a decision forwarded by the Superintendent to the grievant and to the Association, within thirty-two (32) calendar days of receipt of the grievance by the Board. In the event that the Board's disposition is made after the recess of school for the summer, said disposition shall be forwarded to the grievant's home address and a copy forwarded to the Association's address supplied under Article 43D.

#### **5. Level Five**

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

(15) school days after receipt of the request by the employee. The Association shall notify the Board through the Superintendent of the request for arbitration.

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

In the event a mutually acceptable arbitrator cannot be selected, then the parties agree to be bound by the rules and procedures of the Public Employment Relations Commission for the selection of an arbitrator. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall have sole and exclusive power to hear the issues submitted and make a final determination. Unless otherwise set forth within the contract, the arbitrator's determination shall be binding on both parties. The arbitrator does not have the right to add to, subtract from, or modify this Agreement in any manner whatsoever.

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

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



shall be with pay.

4. The filing fee will be borne by the moving party.

**G. Miscellaneous**

1. The Board and the Association shall insure the individual's freedom from restraint, interference, coercion, discrimination, and reprisal in presenting the appeal, with respect to the individual's personal grievance.

2. Commencing with Level Three and all subsequent levels, the decision by the administration and/or the Board shall include a statement of the reasons for the position taken at that level.

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

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

## **ARTICLE 4**

### **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

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

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

**C.** Each teacher shall have the right and responsibility to determine

grades of students assigned to the teachers within the grading policies of the Board and related administrative procedures.

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

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

## **ARTICLE 5**

### **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

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

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

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

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

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

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

**G.** The President of the Association may be absent from official duties to perform Association business ten (10) days per school year, with pay, with no more than two (2) days to be taken in any one (1) month. When the Association Presidency is held jointly by more than one person, those Co-Presidents shall share a total of ten (10) "Association business" days between them per school year.

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

## **ARTICLE 6**

### **BOARD OF EDUCATION RIGHTS**

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

**ARTICLE 7**

**NON-DISCRIMINATION**

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

## **ARTICLE 8**

### **SALARIES**

#### **A. Schedule of Payments for All Employees**

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

Payment of salaries shall be rendered as follows:

1. Those employees employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly payments.
2. Those employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
3. Those employees employed on a 10-½ month basis shall be paid in twenty-one (21) equal semi-monthly installments.
4. Those employees employed on an eleven (11) month basis shall be paid in twenty-two (22) equal semi-monthly installments.
5. Those employees employed for less than a full ten (10) months shall also be paid in equal semi-monthly installments, the number of installments to be proportionate to the length of the work year.
6. The schedule of payments shall be the 15<sup>th</sup> of the month and the last working day of the month. All paychecks shall be placed in sealed envelopes.
7. When payday falls on or during a school holiday, vacation,



national holiday, or weekend, employees shall receive their paychecks on the last prior working day.

**B. Salary Adjustment/Placement on Guide for All Employees**

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

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

3. The movement of employees horizontally on the salary guide from one salary column to another shall take place by the regular October Board meeting retroactive to September 1<sup>st</sup> and by the regular March Board meeting retroactive to February 1<sup>st</sup>. A written request must be made by the employee at least two weeks prior to the effective date. Evidence, supporting the request must be submitted at the time of the request, or as soon as available from the educational institution. A change is not automatic and will occur only on the written request of the employee. Any change in status is not retroactive to previous years.

### **C. Teacher Provisions**

1. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June, provided that all grades and final reports of the teachers have been filed with the building principal or other\_appropriate administrator.

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

3. In order to qualify for the Master + 30 credit scale, one must accumulate thirty (30) credits beyond the Bachelors Degree earned before or after, but not included in the credits earned for the Masters Degree.

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

### **D. Clerical Provisions**

1. Any clerical employee new to the District or any person

employed by the District in a non-clerical position (i.e., paraprofessional, cafeteria worker, etc.) may upon becoming a clerical employee be given credit for relevant prior secretarial experience.

2. Any clerical employee reduced in grade shall not be reduced in salary; however, his/her salary shall be frozen until such time as the salary for the new grade under the terms of this Agreement shall exceed his/her salary at the time of reduction.

#### **E. Paraprofessional Provision**

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

#### **F. Savings Plan**

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

#### **G. Direct Deposit Plan**

An employee may individually elect to have their salary deposited into either a checking or savings account at a financial institution of their choice.

## **H. Attendance Officer**

Attendance officers will be hired on the paraprofessional guide.

## **ARTICLE 9**

### **EMPLOYEE EVALUATIONS**

**A.** All non-tenure teachers shall be evaluated at least three (3) times per year. All tenure teachers shall be evaluated at least once a year. All clericals and paraprofessionals shall be evaluated at least once in each school year. In each instance the evaluation shall be followed by a written evaluation report and by a conference between the employee and his supervisor. The employee shall be given a copy of the written report at least three (3) working days prior to the conference. During the conference, the evaluator will review the employee's strengths and weaknesses and suggestions for improvement. The evaluation will contain a written recommendation regarding reemployment and increment.

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

constitute acceptance of the accuracy of the employee's response.

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

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

**E.** The Board will provide a copy of the evaluation policy booklet to each new employee within two (2) weeks of their first day of work.

## **ARTICLE 10**

### **SICK LEAVE - EMPLOYEES**

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

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

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

**D.** Sick leave is defined to mean absence of the employee because of personal disability due to illness or injury, or because of exclusion from school on account of contagious disease or quarantine for such disease, or to care for an ill family member. Employees shall be entitled to use up to ten (10) sick days per year for family illness. Employees shall not be required to state the nature of the illness or identify the family member. Should an employee require the use of additional sick days for family illness, the employee shall submit a written request with reasons to the Superintendent at least (4)

working days in advance. Such additional days shall not be arbitrarily denied.

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

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

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

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

**I.** There shall be established a reserve of sick leave days for restricted use by employees who choose to join the sick bank, in cases of emergency or exceptional need. Said "sick leave bank" shall be governed by the following conditions:



**1.** New employees may join within 60 days of commencement of service. Employees who have previously decided not to join the sick leave bank may join only pursuant to the paragraph I.2.

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

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

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

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

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

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

bank shall be compensated at their regular daily rate of pay.

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

**L.** In any case in which sick leave is claimed, the Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education in order for an employee to obtain sick leave (Title 18A:30-4). Prior to the first request for a physician's note within a school year, a District supervisor will conference with the employee. A statement will be jointly issued by the Board, the Superintendent or designee, and the Association by October 1<sup>st</sup> that establishes the procedure to apprise staff members of their professional attendance responsibilities, and consequences for failure to maintain them.

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

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

## ARTICLE 11

### TEMPORARY LEAVES OF ABSENCE

#### **A. Bereavement Leave**

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

- a. Death in the immediate family: Five (5) consecutive weekdays with pay, one of which shall be the day of death or day of funeral. Includes spouse, domestic partner, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild or any member of the family living in the household of the employee.
- b. Death in the family - not immediate: One (1) day's leave with pay, which shall be within three (3) days of the date of death or day of funeral. Includes aunt, uncle, niece, nephew, grandparents of spouse, first cousin, brother-in-law, sister-in-law.
- c. These are not deducted from sick leave.

#### **B. Personal Leave**

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

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

1. Observance of religious holidays;
2. Court appearances not covered by other articles in the contract;
3. Moving/house closing;
4. Marriage of employee;
5. Medical appointments;
6. Conferencing for child or child's school function;
7. Graduation of employee, son, daughter or spouse from college;
8. Study for and/or participation in comprehensive examinations for further degrees.
9. Death of a friend.

Approval of personal leave shall not be unreasonably withheld.

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

leave shall be accumulated as sick leave.

**C. Other Leaves**

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

**D. Teachers**

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

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

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

## **ARTICLE 12**

### **EXTENDED LEAVES OF ABSENCE**

#### **A. Employee Provisions**

##### **1. Maternity-Related Disability Leave**

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

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

##### **2. Child Care Leave**

Any employee shall, upon request, be granted a leave of absence without pay for child care purposes following the birth or adoption of a child. Such leave shall be for a period of not more than two (2) years.

##### **3. Military Leave**

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

- b.** Employees called to active military duty during a time of war or emergency are subject to N.J.S.A. 38:23-1 et seq.; N.J.S.A. 38A:4-4, et seq.; 38 U.S.C. 4303, et seq. (Uniformed Services Employment and Re-Employment Rights Act of 1994.) Employees called to active duty during a time of war or emergency will be granted leaves of absence in accordance with the law. Employees called to active duty during a time of war or emergency will be granted continued District health/medical insurance benefits for themselves and their dependents during their leaves if the employees' military insurance is less comprehensive than their District insurance or if use of the employees' military insurance would be unduly burdensome on the employees and/or their families during their leave. Employees who return from military leaves of absence during or after a time of war or emergency shall be re-employed in the same or similar position upon their return to work in accordance with the law. Time absent from work for military leaves of absence shall not count toward tenure accrual unless mandated by law.

#### **4. Extended Leave Without Pay**

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

#### **B. Teacher Provisions**

##### **1. Exchange/Foreign Teaching Leave**

- a.** A tenured teacher may request a leave of absence for exchange or foreign teaching for up to one (1) year. Such leave shall be granted and the teacher shall be required to return to the district for at least one (1) full year following the leave of absence.
- b.** Salary and payments to the Pension and Annuity Fund shall be determined necessarily by the conditions of the exchange agreement.
- c.** Experience credit on the salary guide shall be granted for exchange/foreign teaching.

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

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



- b.** The length of the leave shall be for either one (1) semester or for one (1) year, to be specified in the leave request.
- c.** Teachers granted such leave shall be required to return at the beginning of the next school year. A return at any other time during a school year may be granted at the discretion of the Board of Education.
- d.** A teacher granted such leave shall be required to return to the district for at least one (1) year following the leave of absence. This requirement may be waived by the Board when the requested leave is for rest or recuperation.
- e.** No experience shall be granted on the salary guide for the duration of the leave of absence. Upon return, the teacher shall be compensated in accordance with the salary guide in place at the time of the return.

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

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

### **C. Miscellaneous Provisions**

1. Additional leave may be granted at the discretion of the Board.

2. Upon return, the employee shall be assigned to the same position held at the time the leave commenced, if feasible.

3. The employee shall be entitled to all benefits for which they are eligible and in effect at the time of return.

4. The Board shall not be responsible for any payments to the pension fund during an employee's leave of absence.

5. All leaves, extensions or renewals of leaves shall be applied for in advance, in writing to the Superintendent and shall be responded to in writing.

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

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

**ARTICLE 13**

**TERMINAL LEAVE - EMPLOYEES**

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

**15 to 24 years:**

- |                                |                 |
|--------------------------------|-----------------|
| 1. Teacher                     | \$65.00 per day |
| 2. Clericals                   | \$60.00 per day |
| 3. Paraprofessional/Attendance | \$55.00 per day |

**25 years or more:**

- |                      |                 |
|----------------------|-----------------|
| 1. Teacher           | \$70.00 per day |
| 2. Clericals         | \$65.00 per day |
| 3. Paraprofessionals | \$60.00 per day |

**B.** An employee must submit a written notice of intention to retire to the Superintendent of Schools not later than January 6 in order to receive terminal leave pay in the next budget year. If the notice of intention to retire is not received by January 6, payment of terminal leave may be delayed until the next following budget year. For example, if a notice of intention to retire is submitted on January 20, 2000, payment of terminal leave may be delayed until July 2001.

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

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

## **ARTICLE 14**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT - EMPLOYEES**

#### **A. Tuition Reimbursement**

##### **1. Teachers**

Teachers working on a contractual basis of no less than half-time on or before February 1, shall be reimbursed to a maximum of 6 graduate credits per teacher per school year at the Rutgers University tuition rate, provided that such course credits shall be related to the teacher's area of certification, unless otherwise approved by the Superintendent, and further, in order to be eligible for reimbursement the course grade must be either a "C" or higher or "pass" in a pass/fail system. Proof of successful completion of the course shall be submitted to the personnel office within 60 days of course completion or as soon as available from the college before payment can be made. During the life of the contract the pool of reimbursement for tuition that is available to certificated teachers shall be capped at \$100,000 per year. The Board reserves the right to exceed the limits on tuition reimbursements described in this Article 14, and/or to add incentives for certain categories of teachers, for specific college courses deemed to be critical for the improvement of student achievement.

## **2. Secretarial/Clerical & Paraprofessional Staff**

Clerical employees and paraprofessionals/attendance officers shall be reimbursed to a maximum of three (3) undergraduate credits per employee per school year at the Rutgers University tuition rate, under the conditions specified in Paragraph A above, provided that such course(s) are related to the employee's job.

### **B. Conferences**

1. Each teacher will be entitled to a flat rate of \$75 for one (1) conference per year that takes place during the school day –OR- a flat rate of \$175 for one conference during “off-peak hours” (outside of school day/hours or year, including summer and weekends) that is curricular or pedagogical in nature. All conferences are subject to administrative approval.

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

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

4. The entitlements described in this paragraph (B) will be available subject to passage of the school budget. Conference dollars will follow the fiscal year starting with July 1, 2002.

**C.** All teachers as specified by N.J. Statutes and Administrative Code shall participate in district in-service programs on Right to Know and Affirmative Action. Workshops shall be scheduled within the contractual work year and generally within the contractual workday. Should a workshop run longer than the contractual workday, those in attendance will receive additional salary at their regular hourly rate. The Board will provide make-up sessions, if deemed necessary, for those employees who were unable to attend the scheduled workshop because of absence from school. Employees who are not absent from school, but fail to attend an assigned workshop must fulfill this responsibility at the employee's expense.

**D.** For certificated teachers, the Board and FTEA agree that district in-service shall provide programs toward meeting the N.J. requirement for 100 hours of professional development.

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

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

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

**F.** For full time secretaries/clericals, the Superintendent and FTEA shall establish a joint committee to meet from time to time during the life of the contract to discuss professional development needs.

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

**H. Peer Review**

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

**I. Student/Parent Feedback**

**1.** A feedback form will be developed jointly by the Association and the Superintendent or his/her designee(s) for distribution to the students at SGS and FHS at the end of each school year. This form will



ask students to share with teachers their perceptions about the teachers' effectiveness during the preceding year.

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

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

#### **J. National Certification**

The Board and the Association agree that national teacher certification can be an effective method for improving the skills of our teaching staff and enhancing the profile of our staff within the community. In order to encourage teachers to obtain national certification, the Board will, without additional negotiations, establish procedures and amounts for the reimbursement of tuition and/or costs associated with the acquisition of national certification. In addition, teachers who obtain national certification will be given monetary compensation for a period of time to be determined by the Board without additional negotiations. This compensation will be in the form of additional salary, and will be pensionable in accordance with the law. The amount of this additional salary shall be established by the Board without additional negotiations.

**ARTICLE 15**

**EXTRA-CURRICULAR COMPENSATION**

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

2002-03	\$452.35
2003-04	\$474.38
2004-05	\$497.48

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

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

	<b><u>Group I</u></b>	<b><u>Group II</u></b>
2002-03	\$759.00	\$379.00
2003-04	\$796.00	\$397.50
2004-05	\$834.75	\$417.00

**D.** The establishment of a student council and yearbook at the elementary level shall be established at the discretion of the building principal. The building principal shall seek volunteers for said positions; no teacher shall be involuntarily assigned. In the 2002-2003 school year, the student council and yearbook advisor(s) shall be compensated at the Group I rate, in Article C. above. Effective July 1, 2003, the student council and yearbook advisor(s) shall be compensated at the rate(s) established in Schedule A-2B and A-2C.

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

The assignment consists of:

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

**F.** In those instances in which the holders of extracurricular positions are required by the Board to work during the summer months and outside of the regular school year, Head coaches and heads of non-athletic programs shall

be compensated at the per diem rate of \$195.33 for 2002-03, \$204.84 for 2003-04, and \$214.82 for 2004-05; and assistant coaches and assistant program directors shall be compensated at the per diem rate of \$130.23 for 2002-03, \$136.57 for 2003-04, and \$143.22 for 2004-05. A minimum day for all positions is five (5) hours.

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

## **ARTICLE 16**

### **DEDUCTION FROM SALARY**

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

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

**ARTICLE 17**

**AGENCY FEE**

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

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

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

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

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

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

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

**G.** On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

## **ARTICLE 18**

### **INSURANCE PROTECTION**

**A. 1.** The Board shall pay 100% of the premium cost of all individual and family coverage for Medical and Hospital Insurance and Major Medical coverage in the Horizon Blue Card PPO(Revised 5/18/99) plan for the following employees:

- a.** Employees on the payroll on June 30, 1996; and
- b.** Employees commencing employment on or after July 1, 1996, but only upon achieving tenure (if eligible for tenure) or upon completing three (3) consecutive years of employment (if not eligible for tenure).

**2.** For employees commencing employment on or after July 1, 1996, the Board shall pay 100% of the premium cost of individual and family coverage under the base plan, Horizon HMO (Revised 2/17/99). Such employees have the option of enrolling in all available health coverage, but must pay any additional premium cost through payroll deduction. Upon achieving tenure (if eligible) or upon completing three (3) consecutive years of employment (if not eligible for tenure) employees commencing employment on or after July 1, 1996 shall receive medical benefits pursuant to paragraph A1b.

**3.** Effective July 1, 2002 prescription co-payments under the Horizon POS and HMO plans shall be \$7 (generic)/\$15 (name brand).



**B.** The Board shall provide a dental plan for employees provided by NJDSP, Group #7158. This plan shall be NJDSP's Program 1 B with full family coverage for all employees. The cost of the premiums to the Board will be frozen at the 1995-96 rate for the duration of the contract except under the conditions listed below.

Any increase in the dental premiums during the term of this Agreement will continue to be paid by employee contribution, to the following maximums:

**1.** Up to an additional \$20 over the 01-02 maximum contribution toward the premium for single coverage with a maximum contribution of \$150 yearly.

**2.** Up to an additional \$20 over the 01-02 maximum contribution toward the premium for husband-wife and parent-child coverage with a maximum contribution of \$225 yearly.

**3.** Up to an additional \$25 over the 01-02 maximum contribution toward the premium for the parent-children and family coverage with a maximum contribution of \$290 yearly.

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

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

determine whether approval should be granted.

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

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

**E.** Employee benefits included in the Agreement between the Board and the Association are for full-time clerical employees.

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

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

**F. Waiver of Benefits**

**1.** Employees who provide written proof of alternate medical and/or dental coverage may elect to waive the insurance coverage(s) provided in this Article, by signing a waiver form.

**2.** An employee who waives coverage after July 1, 2002 shall receive payment equal to 50% of the cost of the premium of the dental plan the Board would have paid had the employee not waived coverage; and/or one of the following annual amounts for a full-year waiver of his/her medical plan: \$1,600 for single coverage, \$2,500 for parent/child coverage, or \$3,000 for husband/wife or family coverage.

**3.** The waiver must be submitted prior to May 1, and must be effective for the entire school year (July 1 - June 30). Each waiver will be effective for one year only and must be renewed each year if a continued waiver is desired.

**4.** An employee who has waived coverage, but later loses coverage in his/her alternate insurance plan, may resume coverage under the Board's plan, upon reimbursement of the amount paid (prorated for each month of insurance coverage) and subject to rules and regulations of the insurance carrier.

**G.** The Board agrees to establish an IRC Section 125 plan.

**ARTICLE 19**

**MISCELLANEOUS PROVISION**

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

**B.** Copies of this Agreement shall be printed at the expense of the Board and distributed to the members of the bargaining unit within thirty (30) days after completion of these negotiations subject to printer's schedules.

**C.** Notices under this Agreement shall be given by either party to the other by U.S. Mail as follows:

To the Board:	1755 Amwell Road Somerset, New Jersey 08873
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To the Association:	All correspondence from the Board to the Association shall be sent by U.S. Mail to the FTEA office, the address of which shall be provided to the Director of Personnel by September 25th of each year of the Agreement.
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## **ARTICLE 20**

### **TEACHER WORK YEAR**

**A.** The work year for teachers shall be 185 days which shall include up to 180 days for instruction: one (1) day of pre-school orientation; one (1) day for closing school; one (1) day as the Board deems appropriate and the remaining days dedicated to staff in-service. The Board shall not schedule more than 180 instructional days and shall add additional days only if needed to make up for days lost due to inclement weather or other emergency school closings. Teachers new to the district shall spend one (1) additional day in pre-school orientation. The Wednesday before Thanksgiving will be an early release day.

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

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

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

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

**F. Child Study Team Positions**

**1.** Child Study Team (“CST”) members hired on or after July 1, 2002 shall be employed by the Board in 11-month positions. CST members employed by the Board before July 1, 2002 shall work 10-month schedules unless they are appointed to 11-month schedules pursuant to paragraph 3 below. For purposes of Article 20:F, CST positions eligible for 11-month schedules shall be: all School Psychologists, all School Social Workers, all LDTC’s, and two (2) Speech/Language Specialists (one for a “July” schedule and one for an “August” schedule). [see also Article 8, Section C, paragraph 4]

**2.** CST members who work 11-month schedules shall work 207 days per year in one of two schedule options described in this paragraph. All 11-month schedules shall include the traditional September – June schedule worked by 10-month teaching staff members employed in the District. In addition, each 11-month CST member shall work either a “July” schedule or an “August” schedule as described herein. The “July” schedule shall work 22 days starting on the sixth business day after the last workday of the school year for 10-month District teaching staff members. The “August” schedule shall work 22 days ending on the sixth

business day before all 10-month teaching staff members are scheduled to return to work at the beginning of the new school year.

- 3. a.** The 11-month schedule for each CST member hired on or after July 1, 2002 shall be designated by administration. Any existing CST member employed by the Board before July 1, 2002 may volunteer to work an 11-month position rather than a 10-month position, starting with the 2003-2004 school year. Any existing 10-month CST member who wishes to volunteer for 11-month employment shall submit a written request, containing a specific designation of the schedule (i.e., "July" or "August") that s/he wants to work, to the Personnel Office no later than March 31, 2003. If, in administration's discretion, the distribution of CST members' 11-month schedules must be balanced once existing 10-month CST members request 11-month schedules for 2003-2004: **i)** the preferences of existing CST members for "July" or "August" will be honored in order of seniority; and **ii)** the schedules of CST members hired on or after July 1, 2002 shall be involuntarily changed before existing 10-month CST members' requests for particular 11-month schedules are denied. CST members hired between July 1, 2002 and June 30, 2003 shall be told of the possibility that their 11-month

schedules might change in this way.

**b.** Tenured Speech/Language Specialists shall be given the right of first refusal on the two 11-month Speech/Language Specialist positions. In the event that tenured Speech/Language Specialists do not fill both 11-month positions, non-tenured Speech/Language Specialists may apply for the remaining available 11-month position(s). If more than one tenured or non-tenured Speech/Language Specialist applies for the same 11-month schedule, administration shall recommend its choice(s) for 11-month employment.

**4.** Once any CST member is appointed to an 11-month position, s/he shall remain in an 11-month position for the duration of his/her District employment, except as described herein. Each 11-month CST member's 11-month schedule (i.e. "July" or "August") shall remain the same for the duration of his/her District employment unless changed by mutual consent of the employee and the Superintendent. If administration determines that there is a need to increase or decrease the amount of 11-month CST staffing from one year to another, it shall post the appropriate number of 10-month or 11-month positions in order to solicit requests from any CST members who wish to change from 10-month to 11-month positions or vice versa. Administration will not



consider requests for such reassignment other than in response to specific postings. If, in administration's sole discretion, there is not enough need to allow the employment of every existing CST member who requests reassignment, reassignments shall be recommended based on the seniority of the CST members who made the requests.

**5.** The annual salary for each 11-month CST member shall be the CST member's salary guide salary increased by 11.89%.

## **ARTICLE 21**

### **TEACHING HOURS AND TEACHING LOAD**

#### **A. Work Day**

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

##### **1. Elementary Level**

Effective July 1, 2002, the regular workday for all teachers shall not exceed seven (7) hours and five (5) minutes. The ten (10) minutes added to the elementary work day as of July 1, 2002 shall be used as additional non-instructional student contact time (five (5) minutes before school and five (5) minutes after school). Teachers shall be required to report for work not more than thirty (30) minutes before the scheduled start of the pupil day and to remain for not more than thirty (30) minutes after the scheduled end of the pupil day, such time to be calculated as part of the regular work day; provided, however, that reporting and departure times shall not be modified so as to increase the overall work-day beyond the six (6) hours and fifty-five (55) minute limit.

##### **2. Middle School Level**

Effective July 1, 2002, the regular work day for all teachers shall not exceed seven hours (7) and sixteen (16) minutes. The six (6)

minutes added to the middle school work day as of July 1, 2002 shall be used as additional non-instructional student contact time (three (3) minutes before school and three (3) minutes after school).

### **3. High School Level**

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

### **4. Itinerant Teachers**

Daily workday schedules for teachers who travel between schools to teach classes will be governed by the starting time of their first instructional assignment. Within one week of the start of each semester, the Board will notify each itinerant teacher of his/her single home base school. Travel time shall not interfere with guaranteed preparation/conference time.

## **B. Teaching Load**

### **1. Elementary Level**

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

student instructional day shall be designated as non-instructional student contact time.

- b.** Elementary teachers, as defined in A.1 above, shall have seven (7) continuous preparation/conference periods of 40 minutes in a six (6) day academic cycle for the performance of professional duties.

## **2. Middle School Level**

- a.** All middle school teachers, as defined in A.2 above, shall have a teaching load not to exceed thirty instructional periods over six (6) days. However, teachers may be assigned no more than six (6) instructional periods in a given day and no more than four (4) consecutive instructional periods in a given day.
- b.** All middle school teachers shall have a daily duty assignment not to exceed one (1) period.
- c.** All middle school teachers as defined in A.2. above shall have one (1) preparation period and one (1) team meeting period per day. A team meeting period shall include, but not be limited to, discussion of student performance and needs team planning, parent conferencing, cross-curricular planning, staff

conferencing and student conferencing.

- d. In addition, all teachers assigned six (6) daily teaching preparations shall be allotted three (3) additional planning periods per week.

### **3. High School Level**

- a. High school teachers, as defined in A.3. above, shall have a teaching load not to exceed thirty (30) instructional periods over six (6) days and no more than four (4) consecutive instructional periods in a given day.
- b. High school teachers shall have a daily duty assignment not to exceed one period.
- c. Teachers at the high school level who volunteer to teach a sixth (6<sup>th</sup>) instructional period shall be relieved of a duty period.
- d. High school teachers shall have a minimum of one (1) preparation period per day.
- e. High school teachers assigned six (6) daily teaching preparations shall be allotted three (3) additional planning periods per week.

### **4. Field Trips**

Teachers on field trips are not guaranteed the same lunch and

preparation/conference times as otherwise established in this agreement.

## **C. Student Support**

### **1. Office Hours**

**a.** All professional and/or certificated staff members at the high school and the middle school will provide one 45-minute period (passing time plus 45 minutes) per week after school for: tutoring; contact with parents; and/or contact with students. Each staff member will choose his/her day for office hours with an attempt toward a regular schedule.

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

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

### **2. Tutoring**

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

#### **D. Changes in Working Hours**

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

#### **E. Early Dismissal**

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

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

#### **F. Delayed Openings**

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

#### **G. Extended Hours**

##### **1. Emergencies**

When emergency conditions require a delay in student dismissal, teachers shall be required to remain without additional compensation

until their assigned students have been dismissed or the building principal has authorized alternative coverage. If teachers are required to remain more than fifteen (15) minutes past the end of the workday they shall be compensated at the class coverage rate for all time after the initial 15 minutes.

## **2. Staff Meetings**

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

Teachers shall be required to attend such meetings for no more than sixty minutes. Such meetings shall commence within ten minutes after the dismissal of students. In the event of an emergency, a faculty meeting may be called at the discretion of the principal.

## **3. District-wide Meetings**

- a.** Coordination of District-wide meetings shall be accomplished by the establishment of a monthly meeting schedule as follows:

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

Fifth Monday                        Board of Education

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

#### **4. Parent Conferences**

- a.** All teachers shall be required to attend four (4) evenings per year for parent conferences. Days on which evening parent conferences are held shall be minimum instructional days for teachers and students.
  - i)** The Board agrees to contact the Franklin Township Police Department to seek police coverage at least three (3) weeks prior to the date of the respective evening conferences and Back-to-School Nights.
  - ii)** The Board shall provide the Association with written verification of the notice and posting with the police department.
  - iii)** The Board shall notify the Association in writing when police coverage is confirmed.
  - iv)** In the event the police department fails to provide police coverage for any of the evening conferences and Back-to-School Nights, the Board shall provide district security staff.
- b.** During Parent-Teacher Conference weeks, teachers may schedule parent conferences within the school day. Teachers may vary their conference schedule in

order to best meet the needs of the parents. Schedules are subject to administrative approval.

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

## **5. Back to School Nights**

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

## **6. High School Graduation**

The Board may require up to thirty-five (35) members of the high school staff to assist at high school graduation. These assignments shall be filled by posting for volunteers. In the event that there are more than thirty-five (35) volunteers, the High School Principal shall have the right, in his sole discretion, to select those individuals he wishes for the assignment. In the event that there is an insufficient number of volunteers to meet the need, the High School Principal shall have the right to designate individuals for this assignment. Individuals assisting at high school graduation shall be compensated \$48.66 for a maximum of

two (2) hours participation in 2002-2003 with an increase to \$51.03 in 2003-2004, and an increase to \$53.51 in 2004-2005.

## **7. Concerts & Dances**

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

## **H. Lunch**

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

## **I. Other Duty Assignments**

Teachers may be additionally assigned to bus, cafeteria, corridor and playground supervision duties provided that such assignments do not conflict with the lunch period and preparation period provisions of this Article or result in additional working time in excess of the workday provisions of this Article. No such assignments shall be made unless reasonable and necessary for the effective operation of the school. No make-work assignments shall be established under this provision. Grievances arising under this provision shall receive final disposition at Level 4.

## **J. Staggered Scheduling**

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

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

## **K. School Week**

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

## **L. Minimum Instructional Session Day**

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

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

before that time.

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

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

## **ARTICLE 22**

### **TEACHER EMPLOYMENT**

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

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

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

initial employment. In no event shall a combination of prior teaching experience and prior non-teaching experience add up to more experience credit than the number of years that have passed between the time the new teacher graduated from college and the date his/her District employment is to begin.

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

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

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

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

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



## **ARTICLE 23**

### **TEACHER ASSIGNMENT**

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

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

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

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

Any teacher whose assignment requires the transportation of students in a personal vehicle must file a Certificate of Insurance with the Secretary of the

Board of Education, providing \$100,000/\$300,000 Liability Insurance and proper classification for this purpose. Upon approval by the Superintendent of Schools, the teacher will receive up to \$175.00 reimbursement to bring the present insurance coverage up to the Board's requirement.

**D.** In the event of teacher absence, effort will be made to hire a regular substitute; however, in those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to substitute. Such assignments shall be made equitably with consideration to administrative feasibility. Any teacher assigned to substitute during the normal preparation period will be reimbursed at the rate of \$23.29 per period for 2002-2003, \$24.43 per period for 2003-2004 and \$25.62 per period for 2004-2005 in addition to the regular salary. No teacher shall be directed to assume a teaching assignment during the normal preparation period for more than five (5) consecutive days in the same specific assignment.

**E.** Teachers assigned to crowd control will be reimbursed at the rate of \$67.86 per event for 2002-2003, \$71.17 per event for 2003-2004, and \$74.63 per event for 2004-2005.

**F. Mentor Teachers**

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

2. All vacancies for mentors shall be posted.
3. In selecting mentors, consideration will be given to assigning a mentor to a provisional teacher in the same discipline and/or the same school. Common planning time shall be arranged where possible between the mentor and the mentee.
4. The mentee shall be granted time during duty periods for the first three months to observe other teachers.
5. Both the mentor and the provisional teacher shall be provided with policies of the Board concerning mentoring and the mentoring regulations adopted by the Department of Education.
6. Mentors will receive payment at the State proposed rate, currently \$550, from the Board in a lump sum. The same amount will be deducted from the salary of the provisional teacher for reimbursement to the Board to the extent allowed by law.
7. If the teacher is approved to return to the district for third year of employment, and mentor fees were deducted from his/her salary, the Board of Education shall reimburse the mentoring fees previously deducted. The reimbursement to the mentee shall be made on or about October 1<sup>st</sup> of the third year of employment, providing that the teacher has not submitted a pending letter of resignation.
8. The provision for reimbursement of mentoring fee will apply to all teaching staff members commencing employment on or after

September 1, 1998. (Vouchers will be needed)

### **G. ITV Instructional Teachers**

1. If the ITV course includes two schools and less than twenty students, then there will be a \$849.07 stipend for 2002-2003; a \$890.42 stipend for 2003-2004; and a \$933.78 stipend for 2004-2005.

2. If three schools or more than twenty students, then there will be a \$1,698.14 stipend for 2002-2003; a \$1,780.84 stipend for 2003-2004; and a \$1,867.57 stipend for 2004-2005.

3. If three schools and over 30 students or four schools and any number of students, then there will be a \$2,547.41 stipend for 2002-2003; a \$2,671.26 stipend for 2003-2004; and a \$2,801.35 stipend for 2004-2005.

### **H. Emergency Class Coverage**

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

In the absence of a volunteer(s) the Personnel Director shall assign coverage on a rotating basis with reverse seniority determining the order of

rotation. Such coverage shall occur on the teacher's prep period.

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

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

The teacher serving the coverage shall be given the first opportunity to continue in the position.

#### **I. Non-Emergency Sixth Periods**

The Board and the Association recognize that there occur situations when a position at the secondary level is vacant and it is not practical to hire a one-fifth teacher. In such circumstances, the parties agree to allow for volunteer "6<sup>th</sup> period" coverage within the department. No more than one 6<sup>th</sup> period assignment is allowable per department under a 10-month contract. The annual salary of the covering teacher shall be increased by 1/5 of his/her annual guide salary, prorated for any portion of a year worked in the 6<sup>th</sup> period assignment. Volunteers shall be chosen with seniority determining the

assignment of this position. In the absence of a volunteer, the Personnel Director shall assign this 6<sup>th</sup> period position using reverse seniority to determine the assignment. This 6<sup>th</sup> period class will take place during the teacher's preparation/conference period.

## **ARTICLE 24**

### **TRANSFER OF TEACHERS**

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

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

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

**C. Involuntary Transfers**

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

**2.** In addition to written notification, teachers will be afforded the opportunity for meetings with their immediate supervisors prior to the

close of the school year to discuss the reasons for the involuntary transfers.

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



## **ARTICLE 25**

### **POSTING OF VACANCIES - TEACHERS**

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

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

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

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

**E.** All teachers shall be provided the opportunity to make applications. No positions will be filled until at least ten (10) business days after the posting of the vacancy and notice of the vacancy is sent to the Association and until all properly submitted applications have been considered. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board when all other factors are substantially equal except as provided for in Article 20, Paragraph C.

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

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

## **ARTICLE 26**

### **SABBATICAL LEAVES - TEACHERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 27**

### **PERSONAL AND ACADEMIC FREEDOM - TEACHERS**

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

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

## **ARTICLE 28**

### **POSITIONS COMPENSATED AT AN HOURLY RATE - TEACHERS**

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

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

**C.** The approved hourly rate for summer school shall be \$38.04 per hour for 2002-03, \$39.89 per hour for 2003-04, and \$41.83 for 2004-05.

**D.** The approved hourly rate for homebound instruction, and other supplemental instruction shall be \$35.65 per hour for 2002-03, \$37.38 per hour for 2003-04, and \$39.20 for 2004-05.

**E.** The approved hourly rate for curriculum and/or staff development shall be \$28.11 per hour for 2002-03, \$29.47 per hour for 2003-04, and \$30.91 for 2004-05. The hourly rate for curriculum and/or staff development shall not apply when teachers are relieved from their regular contractual duties for curriculum and/or staff development activities either by providing an in-service day, a shortened school day, or a substitute.

**F. Field Trips**

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

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

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

## **ARTICLE 29**

### **CLERICAL CONTRACT YEAR**

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

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

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

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

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



of their contracts.

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

## **ARTICLE 30**

### **HOLIDAYS - CLERICALS**

**A.** Clerical employees shall work the contract year except seventeen (17) days as designated by the Superintendent of Schools based on the school calendar for twelve (12) month employees and sixteen (16) days as designated by the Superintendent of Schools based on the school calendar for ten (10), ten and one-half (10 1/2) and eleven (11) month clerical employees.

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

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

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

**E.** During the minimum session day before Thanksgiving, clericals in schools may leave forty-five [45 minutes] after the busses leave or earlier at the discretion of the principal, except in the case of an emergency such as when students are still in the building. In the case of student or work emergencies the time may be extended at the discretion of the principal if the clerical is deemed necessary.

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

## **ARTICLE 31**

### **VACATIONS - CLERICALS**

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

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

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

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

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

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

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

**D.** Experience credit shall be given to a ten (10) month clerical employee toward vacation as a twelve (12) month clerical employee when the

employee changes to a twelve (12) month position, on the basis of 83 1/3% of the total time in service.

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

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

**ARTICLE 32**

**CLERICAL HOURS OF WORK**

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

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

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

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

**E.** The regular contract rate is computed as follows:

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

**F.** The clerical employees represented by the bargaining unit, except those deemed essential, shall be permitted to be absent from work without loss of pay or personal days on days when schools are closed due to inclement weather.

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

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

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

**I.** During emergency early dismissals, clericals in schools may be entitled to leave one (1) hour after the buses, or earlier at the discretion of the

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

#### **J. Emergencies**

1. During a time of catastrophic emergency, if hazardous conditions arise that are deemed deleterious to the safety of district personnel, the clerical staff shall not be required to report to work.

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



## **ARTICLE 33**

### **EMPLOYMENT AND TERMINATION OF CLERICALS**

#### **A. Employment**

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

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

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

#### **B. Termination**

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

#### **C. Notice**

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

## **ARTICLE 34**

### **TRANSFER AND REASSIGNMENT OF CLERICALS**

#### **A. Voluntary Transfer**

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

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

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

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

#### **B. Involuntary Transfer**

1. Notice of an involuntary transfer or reassignment shall be

given to clerical employees at least ten (10) working days prior to transfer except in cases of emergency.

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

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

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

## **ARTICLE 35**

### **REDUCTION IN RANK OR JOB CLASSIFICATION - CLERICALS**

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

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

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

#### **D. Reduction of Personnel**

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

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

**a.** Seniority for the purpose of this Article shall be defined

as non-terminated years of employment in that classification in the district.

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

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

- a.** Non-tenure employees will be laid off first where any clerical employee who has acquired tenure and whose position has been curtailed is qualified to perform the services of the probationary clerk.
- b.** In the event a tenure clerical employee must be laid off, layoff will be on the basis of seniority and classification.
- c.** It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the individual clerical employee to be laid off. In the event of a disagreement concerning the layoff list, the Association shall have the right to meet with the Superintendent concerning the layoff list prior to notification of the individual clerical employee and prior to the notification deadline.

- d. Transfers made necessary under this procedure and requests for re-transfer will be handled within the intent of Article 34 (Transfer and Reassignment of Clericals) of the Agreement.
- e. The Board shall state to the Association the reasons for determining that a reduction of staff is deemed necessary.

#### **4. Recall**

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

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

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

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

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

**ARTICLE 36**

**REIMBURSEMENT FOR ATTENDANCE  
AT WORKSHOPS - CLERICALS**

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



## **ARTICLE 37**

### **PARAPROFESSIONAL HOURS OF WORK**

**A.** The work year for paraprofessionals shall be 184 days which shall include up to 180 student days; one (1) day of orientation before the school year begins; one (1) day for closing school at the end of the school year; and the remaining days dedicated to staff inservice. The Board shall not schedule more than 180 student days, and shall add additional days only if needed to make up for days lost due to inclement weather or other emergency school closings.

**B. Work Day**

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

**2.** The defined workday for paraprofessionals shall not include evening or after school conferences. On days when evening parent conferences are scheduled, paraprofessionals may leave work at the same time after the end of the school day as teachers leave. If paraprofessionals are required to attend PAC or other meetings that are scheduled after school hours, they shall be paid for such hours at their regular hourly rate.

**3.** On Fridays and days before holidays when teachers are allowed to leave work early paraprofessional shall leave the school

building upon teachers' departure. The Wednesday before Thanksgiving shall be an early release day.

**C.** Paraprofessionals shall be granted one ten (10) minute break and one fifteen (15) minute break per day. One shall be scheduled in the morning and one shall be scheduled in the afternoon.

**D.** Full-time paraprofessionals shall be granted a one-half hour (1/2) lunch period within the working day.

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

**F.** Paraprofessionals shall receive credit for four (4) paid holidays, payment for which is already reflected in the salary guide.

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

**ARTICLE 38**

**EMPLOYMENT AND TERMINATION OF PARAPROFESSIONALS  
AND ATTENDANCE OFFICER**

**A. Employment**

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

**B. Termination by Employer**

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

**C. Termination by Employee**

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

**D. Notification of Contract and Salary**

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

## **ARTICLE 39**

### **TRANSFERS AND REASSIGNMENTS OF PARAPROFESSIONALS**

#### **A. Voluntary Transfer**

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

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

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

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

**B. Involuntary Transfer**

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

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

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

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

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

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

## **ARTICLE 40**

### **VACANCIES - PARAPROFESSIONALS**

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

## **ARTICLE 41**

### **REDUCTION IN FORCE - PARAPROFESSIONALS**

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

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

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

lay-off in the other category have been reemployed.

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

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

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

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



shall be sufficient cause to drop the paraprofessional from the list.

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

## **ARTICLE 42**

### **SENIORITY - PARAPROFESSIONALS**

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

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

**ARTICLE 43**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2002, and shall continue in effect until June 30, 2005, subject to the association's right to negotiate over a successor Agreement as provided by N.J.S.A. 13A-5.1.

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

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

FRANKLIN TOWNSHIP EDUCATION  
ASSOCIATION

FRANKLIN TOWNSHIP BOARD  
OF EDUCATION

By \_\_\_\_\_  
Co-President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Co-President

By \_\_\_\_\_  
Negotiations Chair

By \_\_\_\_\_  
Negotiations Chair

By \_\_\_\_\_  
Board Secretary

Date \_\_\_\_\_

Date \_\_\_\_\_



## **Successor Agreement**

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

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

**3.** The 2004-05 salary base cost for calculating a successor agreement shall reflect the actual cost of salaries for persons moving to Step 14 in 2004-05 and receiving a split increase.

**SCHEDULE A-3**  
**OTHER SALARIES**

**A. DEPARTMENT CHAIRPERSONS STIPEND** (per month)

**Number of Teachers  
to be Supervised**

		<b><u>2002-03</u></b>	<b><u>2003-04</u></b>	<b><u>2004-05</u></b>
17 or more	(10 month)	\$507.17	\$531.87	\$557.77
8 - 16	(10 month)	\$466.05	\$488.75	\$512.55
4 - 7	(10 month)	\$349.54	\$366.56	\$384.41
1 - 3	(10 month)	\$226.17	\$237.18	\$248.73

**B. OTHERS** (per annum)                      **2002-03**                      **2003-04**                      **2004-05**

Social Workers	\$4,000.00	\$4,000.00	\$4,000.00
Psychologists	\$4,000.00	\$4,000.00	\$4,000.00
Learning Disabilities Teaching Consultants	\$4,000.00	\$4,000.00	\$4,000.00

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

**C. HEAD TEACHERS** (per annum)

		<b><u>2002-03</u></b>	<b><u>2003-04</u></b>	<b><u>2004-05</u></b>
Franklin Park	(10 months)	\$1,073.32	\$1,125.59	\$1,180.41
Elizabeth Ave.	(10 months)	\$438.63	\$459.99	\$482.39
Pine Grove Manor	(10 months)	\$438.63	\$459.99	\$482.39
Conerly Road	(10 months)	\$438.63	\$459.99	\$482.39
MacAfee Road	(10 months)	\$438.63	\$459.99	\$482.39
Hillcrest	(10 months)	\$438.63	\$459.99	\$482.39

## **SUCCESSOR AGREEMENT**

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

2. In the event that salary guides for a successor agreement are not ratified prior to the expiration of the agreement, clericals who are not at the maximum step on guide shall not receive salary increments (following expiration of the Agreement) that exceed 3.5% of their 2004-05 individual salaries. Upon ratification of salary guides for the successor year, all compensation shall be retroactive to July 1.

3. The 2004-05 salary base cost for calculating a successor agreement shall reflect the actual cost of salaries for persons moving from Step 10 in 2003-04 to Step 11 in 2004-05 and receiving a split increase.

## **Successor Agreement**

1. The parties recognize that the increase reflected on the salary guides in the last year of the Agreement shall not be deemed to represent the expected increases for the upcoming year.
2. In the event that salary guides for a successor agreement are not ratified prior to the expiration of the agreement, paraprofessionals who are not at the maximum step on guide shall not receive salary increments (following expiration of the Agreement) which exceed 3.5% of their 2004-05 individual salaries. Upon ratification of salary guides for the successor year, all compensation shall be retroactive to July 1.



**SCHEDULE A-1A  
SALARY GUIDE - TEACHERS  
2002-2003**

STEP	BA/BS	BA/BS + 20	BA+45 MA	MA+30	MA+45	PhD/EdD
0	\$35,000	\$35,670	\$36,340	\$37,650	\$38,650	\$40,040
1	\$36,000	\$36,670	\$37,340	\$38,650	\$39,650	\$41,040
2	\$37,000	\$37,670	\$38,340	\$39,650	\$40,650	\$42,040
3	\$39,500	\$40,170	\$40,840	\$42,150	\$43,150	\$44,540
4	\$40,800	\$41,470	\$42,140	\$43,450	\$44,450	\$45,840
5	\$42,750	\$43,420	\$44,090	\$45,400	\$46,400	\$47,790
6	\$44,900	\$45,570	\$46,240	\$47,550	\$48,550	\$49,940
7	\$47,300	\$47,970	\$48,640	\$49,950	\$50,950	\$52,340
8	\$50,000	\$50,670	\$51,340	\$52,650	\$53,650	\$55,040
9	\$52,600	\$53,270	\$53,940	\$55,250	\$56,250	\$57,640
10	\$54,300	\$54,970	\$55,640	\$56,950	\$57,950	\$59,340
11	\$57,000	\$57,670	\$58,340	\$59,650	\$60,650	\$62,040
12	\$62,000	\$62,670	\$63,340	\$64,650	\$65,650	\$67,040
Unused 13	\$67,000	\$67,670	\$68,340	\$69,650	\$70,650	\$72,040
14	\$72,298	\$72,968	\$73,638	\$74,948	\$75,948	\$77,338

\* Persons moving to step 14 in 2002-2003 will receive a split increase; the first part of the increase effective 7/1/02; the second part effective 2/1/03 for 10-month staff and 1/16/03 for 11-month staff in accordance with the following schedule:

1st part	\$64,930	\$65,600	\$66,270	\$67,580	\$68,580	\$69,970
2nd part	\$72,298	\$72,968	\$73,638	\$74,948	\$75,948	\$77,338

Employees receiving longevity before July 1, 2002 shall continue to be credited for both in-district and out-of district service.

Longevity shall be distributed in accordance with the following schedule:

After 21 years in District	\$500
After 24 years in District	\$500
After 28 years in District	\$1,200

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

**SCHEDULE A-1B  
SALARY GUIDE - TEACHERS  
2003-2004**

STEP	BA/BS	BA/BS + 20	BA+45 MA	MA+30	MA+45	PhD/EdD
0	\$35,750	\$36,420	\$37,090	\$38,400	\$39,400	\$40,790
1	\$36,750	\$37,420	\$38,090	\$39,400	\$40,400	\$41,790
2	\$37,750	\$38,420	\$39,090	\$40,400	\$41,400	\$42,790
3	\$39,500	\$40,170	\$40,840	\$42,150	\$43,150	\$44,540
4	\$41,500	\$42,170	\$42,840	\$44,150	\$45,150	\$46,540
5	\$42,800	\$43,470	\$44,140	\$45,450	\$46,450	\$47,840
6	\$44,950	\$45,620	\$46,290	\$47,600	\$48,600	\$49,990
7	\$47,600	\$48,270	\$48,940	\$50,250	\$51,250	\$52,640
8	\$50,000	\$50,670	\$51,340	\$52,650	\$53,650	\$55,040
9	\$52,700	\$53,370	\$54,040	\$55,350	\$56,350	\$57,740
10	\$55,300	\$55,970	\$56,640	\$57,950	\$58,950	\$60,340
11	\$57,100	\$57,770	\$58,440	\$59,750	\$60,750	\$62,140
12	\$62,000	\$62,670	\$63,340	\$64,650	\$65,650	\$67,040
Unused 13	\$67,000	\$67,670	\$68,340	\$69,650	\$70,650	\$72,040
14	\$73,744	\$74,414	\$75,084	\$76,394	\$77,394	\$78,784

\* Persons moving to step 14 in 2003-2004 will receive a split increase; the first part of the increase effective 7/1/03; the second part effective 2/1/04 for 10-month staff and 1/16/04 for 11-month staff in accordance with the following schedule:

1st part	\$64,856	\$65,526	\$66,196	\$67,506	\$68,506	\$69,896
2nd part	\$73,744	\$74,414	\$75,084	\$76,394	\$77,394	\$78,784

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Employees receiving longevity before July 1, 2002 shall continue to be credited for both in-district and out-of district service.

Longevity shall be distributed in accordance with the following schedule:

After 21 years in District	\$500
After 24 years in District	\$500
After 28 years in District	\$1,200

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

**SCHEDULE A-1C  
SALARY GUIDE - TEACHERS  
2004-2005**

STEP	BA/BS	BA/BS + 20	BA+45 MA	MA+30	MA+45	PhD/EdD
0	\$36,550	\$37,220	\$37,890	\$39,200	\$40,200	\$41,590
1	\$37,500	\$38,170	\$38,840	\$40,150	\$41,150	\$42,540
2	\$38,750	\$39,420	\$40,090	\$41,400	\$42,400	\$43,790
3	\$39,550	\$40,220	\$40,890	\$42,200	\$43,200	\$44,590
4	\$42,050	\$42,720	\$43,390	\$44,700	\$45,700	\$47,090
5	\$43,500	\$44,170	\$44,840	\$46,150	\$47,150	\$48,540
6	\$45,450	\$46,120	\$46,790	\$48,100	\$49,100	\$50,490
7	\$48,100	\$48,770	\$49,440	\$50,750	\$51,750	\$53,140
8	\$50,700	\$51,370	\$52,040	\$53,350	\$54,350	\$55,740
9	\$53,400	\$54,070	\$54,740	\$56,050	\$57,050	\$58,440
10	\$56,000	\$56,670	\$57,340	\$58,650	\$59,650	\$61,040
11	\$58,700	\$59,370	\$60,040	\$61,350	\$62,350	\$63,740
12	\$62,000	\$62,670	\$63,340	\$64,650	\$65,650	\$67,040
13	\$67,000	\$67,670	\$68,340	\$69,650	\$70,650	\$72,040
14	\$75,300	\$75,970	\$76,640	\$77,950	\$78,950	\$80,340

\* Persons who were on step N in 2001-2002, and who had 20 or more years of experience in the District as of 6/30/02, shall skip step 13 and move directly to step 14 (split) in 2004-2005.

\* Persons moving to step 14 in 2004-2005 will receive a split increase; the first part of the increase effective 7/1/04; the second part effective 2/1/05 for 10-month staff and 1/16/05 for 11-month staff in accordance with the following schedule:

1st part	\$68,300	\$68,970	\$69,640	\$70,950	\$71,950	\$73,340
2nd part	\$75,300	\$75,970	\$76,640	\$77,950	\$78,950	\$80,340

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Employees receiving longevity before July 1, 2002 shall continue to be credited for both in-district and out-of-district service.

Longevity shall be distributed in accordance with the following schedule:

After 21 years in the District	\$500
After 24 years in the District	\$500
After 28 years in the District	\$1,200

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

**SALARY GUIDE - TEACHERS  
ALPHA TO NUMERIC  
CONVERSION CHART  
(2001-2002 to 2002-2003)**

	0
A	}---- 1
B	
C	}---- 2
D	
E	}---- 3
F	
G	4
H	5
I	6
J	7
K	8
L	9
M	10
N	11
O	12
P	sp. 14
spQ	14
Q	14

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## SCHEDULE A-2A

### STIPENDS FOR EXTRA-CURRICULAR ACTIVITIES

2002-2003

1. Stipends are to be determined on the basis of the point system and formula outlined in Article 15.
2. The points are as follows, per advisor/coach except as noted:

#### ACTIVITIES

##### High School

Academic League	5	Key Club	5
Band Director	22	Literary Journal	7
Ass't Band Director	14.3	Madrigals	5
Band Front	7	Mathematics League	5
Brass Emsemble	3	Mock Trial	3
Choir Director	7	Model Congress	3
Class Advisor - 9th Grade	5	Model United Nations	7
Class Advisor - 10th Grade	5	Ass't Model United Nations	3
Class Advisor - 11th Grade	6	National Honor Society	3
Class Advisor - 12th Grade	15	Newspaper	7
Dance Troupe	6	Science League	5
Drama Advisor	5	Spring Musical - Overall Dir.	8
Environmental Club	3	Spring Musical - Set Constr.	5
F.I.R.S.T.	5	Spring Musical - Set Design	5
Gospel Choir	3	Spring Musical - Instrument Dir.	5
Guitar Emsemble	5	Spring Musical - Choreographer	4
Intramurals - Fall/Boys (2)	2.5	Spring Musical - Costume Dir.	3
Intramurals - Fall/Girls (2)	2.5	Stage Technician	4
Intramurals - Winter/Boys (2)	2.5	String Chamber Orchestra	3
Intramurals - Winter/Girls (2)	2.5	Stud. Acct. Coord./Couns. Adv.	16
Intramurals - Spring/Boys (2)	2.5	Ass't Stud. Acct. Coord./C. A.	5
Intramurals - Spring/Girls (2)	2.5	Ultimate Warriors	5
Jazz Band Director	4	Yearbook	7

##### Middle School

Bursar	4	Middle School Design Challenge	3
Choir Director	4	Newspaper	6
Class Advisor - 7th Grade	4	Spring Musical - Choreographer	3
Class Advisor - 8th Grade	4	Spring Musical - Conductor	3
Fall Drama Director	3	Spring Musical - Director	3
Intramurals - Fall/Boys (3)	1.67	Spring Musical - Set Constr.	3
Intramurals - Fall/Girls (3)	1.67	Spring Musical - Set Design	3
Intramurals - Winter/Boys (3)	1.67	Spring Musical - Vocal Coach	3
Intramurals - Winter/Girls (3)	1.67	Strings Club	3
Intramurals - Spring/Boys (3)	1.67	Student Council Advisor	5
Intramurals - Spring/Girls (3)	1.67	Wind Ensemble	4
Jazz Band Director	4	Yearbook	6

**SCHEDULE A-2A**

**STIPENDS FOR EXTRA-CURRICULAR ACTIVITIES**  
**2002-2003**

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

**ACTIVITIES**

Elementary Schools

Performing Arts Production (per school):

Conerly Road School	5	Hillcrest School	5
Elizabeth Ave. School	5	MacAfee Road School	5
Franklin Park School	5	Pine Grove Manor School	5

**SPORTS**

High School

Athletic Trainer - Manager	8	Softball Head Coach	16
Baseball Head Coach	16	Softball Ass't Coach	10.4
Baseball Ass't Coach	10.4	Strength/Conditioning - Fall	5
Basketball Head Boys Coach	19	Strength/Conditioning - Spring	5
Basketball Ass't Boys Coach	12.35	Strength/Conditioning - Summer	5
Basketball Head Girls Coach	19	Strength/Conditioning - Winter	5
Basketball Ass't Girls Coach	12.35	Swimming Head Coach	16
Bowling Head B/G Coach	11	Swimming Ass't Coach	10.4
Cheerleading Fall Head Coach	11	Tennis Head Boys Coach	13
Cheerleading Fall Ass't Coach	7.15	Tennis Ass't Boys Coach	8.45
Cheerleading Winter Head Coach	11	Tennis Head Girls Coach	13
Cheerleading Winter Ass't Coach	7.15	Tennis Ass't Girls Coach	8.45
Cross Country Head Boys Coach	13	Track Spring Head Boys Coach	16
Cross Country Head Girls Coach	13	Track Spring Ass't Boys Coach	10.4
Field Hockey Head Coach	16	Track Spring Head Girls Coach	16
Field Hockey Ass't Coach	10.4	Track Spring Ass't Girls Coach	10.4
Football Head Coach	22	Track Winter Head Boys Coach	13
Football Ass't Coach	14.3	Track Winter Ass't Boys Coach	8.45
Golf Head Coach	11	Track Winter Head Girls Coach	13
Site Manager	15	Track Winter Ass't Girls Coach	8.45
Soccer Head Boys Coach	16	Wrestling Head Coach	19.5
Soccer Ass't Boys Coach	10.4	Wrestling Ass't Coach	12.67
Soccer Head Girls Coach	16		
Soccer Ass't Girls Coach	10.4		

Middle School

Baseball	3	Field Hockey	3
Basketball Boys	3	Soccer Boys	3
Basketball Girls	3	Soccer Girls	3
Cheerleading Fall	3	Softball	3
Cheerleading Winter	3	Track Boys Outdoor	3
Cross Country Boys	3	Track Girls Outdoor	3
Cross Country Girls	3	Wrestling	3

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

**SCHEDULE C1-A**  
**SALARY GUIDE - PARAPROFESSIONALS**  
**2002-2003**  
**(Max. 7hr. 10 min.; 184 days; Annualized)**

Step	<30	30-59	60+
1	\$12,000	\$13,000	\$14,250
2	\$12,600	\$13,600	\$14,850
3	\$13,700	\$14,700	\$15,950
4	\$14,500	\$15,500	\$16,750
5	\$15,000	\$16,000	\$17,250
6	\$15,750	\$16,750	\$18,000
7	\$16,500	\$17,500	\$18,750
8	\$17,250	\$18,250	\$19,500
9	\$18,050	\$19,050	\$20,300
10	\$19,000	\$20,000	\$21,250
11	\$19,850	\$20,850	\$22,100
12	\$20,750	\$21,750	\$23,000
13	\$21,750	\$22,750	\$24,000
14	\$22,800	\$23,800	\$25,050
15	\$25,056	\$26,414	\$28,168

All paraprofessionals move according to the 2001-2002 to 2002-2003 Conversion Chart to find new step in 2002-2003.

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

Longevity shall be distributed in accordance with the following schedule:

After 10 years in District	\$500
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**SCHEDULE C1-B**  
**SALARY GUIDE - PARAPROFESSIONALS**  
**2003-2004**  
**(Max. 7hr. 10 min.; 184 days; Annualized)**

Step	<30	30-59	60+
1	\$12,000	\$13,000	\$14,250
2	\$12,600	\$13,600	\$14,850
3	\$13,700	\$14,700	\$15,950
4	\$14,500	\$15,500	\$16,750
5	\$15,000	\$16,000	\$17,250
6	\$15,750	\$16,750	\$18,000
7	\$16,500	\$17,500	\$18,750
8	\$17,250	\$18,250	\$19,500
9	\$18,050	\$19,050	\$20,300
10	\$19,000	\$20,000	\$21,250
11	\$19,850	\$20,850	\$22,100
12	\$20,750	\$21,750	\$23,000
13	\$21,750	\$22,750	\$24,000
14	\$22,800	\$23,800	\$25,050
15	\$25,807	\$27,057	\$28,807

All paraprofessionals move according to the 2001-2002 to 2002-2003 Conversion Chart to find new step in 2002-2003.

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

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Longevity shall be distributed in accordance with the following schedule:

After 10 years in District	\$500
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**SCHEDULE C1-C  
SALARY GUIDE - PARAPROFESSIONALS  
2004-2005  
(Max. 7hr. 10 min.; 184 days; Annualized)**

Step	<30	30-59	60+
1	\$12,000	\$13,000	\$14,250
2	\$12,600	\$13,600	\$14,850
3	\$13,700	\$14,700	\$15,950
4	\$14,500	\$15,500	\$16,750
5	\$15,000	\$16,000	\$17,250
6	\$15,750	\$16,750	\$18,000
7	\$16,500	\$17,500	\$18,750
8	\$17,250	\$18,250	\$19,500
9	\$18,050	\$19,050	\$20,300
10	\$19,000	\$20,000	\$21,250
11	\$19,850	\$20,850	\$22,100
12	\$20,750	\$21,750	\$23,000
13	\$21,750	\$22,750	\$24,000
14	\$22,800	\$23,800	\$25,050
15	\$26,582	\$27,832	\$29,582

All paraprofessionals move according to the 2001-2002 to 2002-2003 Conversion Chart to find new step in 2002-2003.

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

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Longevity shall be distributed in accordance with the following schedule:

After 10 years in District \$500

**SALARY GUIDE - PARAPROFESSIONALS  
CONVERSION CHART  
(2001-2002 TO 2002-2003)**

<u>2001-2002</u>	<u>2002-2003</u>
1	
2	
3	
4	
5	1
<hr/>	
6	
7	2
<hr/>	
8	3
9	4
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	15
<hr/>	

**SCHEDULE B-1A  
SALARY GUIDE - CLERICALS  
2002-2003 (Annualized)**

STEP	GRADE A	GRADE B	GRADE C
0	\$18,910	\$21,680	\$23,680
1	\$19,230	\$22,040	\$24,080
2	\$20,000	\$22,580	\$24,670
3	\$20,660	\$23,680	\$25,880
4	\$21,730	\$24,910	\$27,220
5	\$22,860	\$26,210	\$28,630
6	\$24,040	\$27,560	\$30,110
7	\$25,670	\$29,430	\$32,150
8	\$26,820	\$30,750	\$33,590
9	\$28,350	\$32,500	\$35,510
10	\$29,890	\$34,270	\$37,440
11	\$35,190	\$40,341	\$44,074

\*Persons moving to Step 11 in 2002-2003 will receive a split increase, with the first part of the increase effective July 1; and with the second part effective January 1 for 12-month staff, January 16 for 11-month staff, and February 1 for 10-month staff; in accordance with the following schedule:

Initial salary	\$32,018	\$36,705	\$40,101
Mid-year salary	\$35,190	\$40,341	\$44,074

All clericals move according to the 2001-2002 to 2002-2003 Conversion Chart to find new step in 2002-2003.

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

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Longevity shall be distributed in accordance with the following schedule:

After 10 years in District	\$500
After 15 years in District	\$500

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**POSITIONS**

**GRADE**

Clerk-Typist (incl. Attendance Clerk, Library Clerk)	A
Secretary I, Accounting Clerk I, Telephone Operator-Receptionist, Accounts Clerk, Data Processing Clerk I, Library Assistant	B
Secretary II, Accounting Clerk II, Data Processing Clerk II	C

**SCHEDULE B-1B  
Salary Guide - Clericals  
2003-2004 (Annualized)**

STEP	GRADE A	GRADE B	GRADE C
0	\$19,000	\$22,000	\$24,000
1	\$20,000	\$23,000	\$25,000
2	\$21,000	\$24,000	\$26,000
3	\$21,800	\$25,000	\$27,000
4	\$22,750	\$26,000	\$28,500
5	\$23,750	\$27,000	\$30,000
6	\$24,040	\$28,500	\$31,500
7	\$25,670	\$30,500	\$33,000
8	\$27,750	\$31,500	\$35,000
9	\$28,350	\$33,000	\$36,500
10	\$29,890	\$35,500	\$38,500
11	\$35,894	\$41,148	\$44,956

\*Persons moving to Step 11 in 2003-2004 will receive a split increase, with the first part of the increase effective July 1; and with the second part effective January 1 for 12-month staff, January 16 for 11-month staff, and February 1 for 10-month staff; in accordance with the following schedule:

Initial salary	\$32,658	\$37,439	\$40,903
Mid-year salary	\$35,894	\$41,148	\$44,956

All clericals move one step from 2002-2003 to find new step in 2003-2004.

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

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Longevity shall be distributed in accordance with the following schedule:

After 10 years in District	\$500
After 15 years in District	\$500

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**POSITIONS**

**GRADE**

Clerk-Typist (incl. Attendance Clerk, Library Clerk)	A
Secretary I, Accounting Clerk I, Telephone Operator-Receptionist, Accounts Clerk, Data Processing Clerk I, Library Assistant	B
Secretary II, Accounting Clerk II, Data Processing Clerk II	C



**SCHEDULE B-1C  
Salary Guide - Clericals  
2004-2005 (Annualized)**

STEP	GRADE A	GRADE B	GRADE C
0	\$19,000	\$22,000	\$24,000
1	\$20,000	\$23,000	\$25,000
2	\$21,000	\$24,000	\$26,000
3	\$21,800	\$25,000	\$27,000
4	\$22,750	\$26,000	\$28,500
5	\$23,750	\$27,000	\$30,000
6	\$24,040	\$28,500	\$31,500
7	\$25,670	\$30,500	\$33,000
8	\$27,750	\$31,500	\$35,000
9	\$28,350	\$33,000	\$36,500
10	\$29,890	\$35,500	\$38,500
11	\$36,612	\$41,971	\$45,855

\*Persons moving to Step 11 in 2004-2005 will receive a split increase, with the first part of the increase effective July 1; and with the second part effective January 1 for 12-month staff, January 16 for 11-month staff, and February 1 for 10-month staff; in accordance with the following schedule:

Initial salary	\$33,311	\$38,188	\$41,721
Mid-year salary	\$36,612	\$41,971	\$45,855

All clericals move one step from 2003-2004 to find new step in 2004-2005.

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

-----  
Longevity shall be distributed in accordance with the following schedule:

After 10 years in District	\$500
After 15 years in District	\$500

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**POSITIONS**

**GRADE**

Clerk-Typist (incl. Attendance Clerk, Library Clerk)	A
Secretary I, Accounting Clerk I, Telephone Operator-Receptionist, Accounts Clerk, Data Processing Clerk I, Library Assistant	B
Secretary II, Accounting Clerk II, Data Processing Clerk II	C

**SALARY GUIDE - CLERICALS  
CONVERSION CHART  
(2001-2002 to 2002-2003)**

<u>2001-2002</u>	<u>2002-2003</u>
1	
2	
3	0
4	1
5	2
6	3
7	4
8	5
9	6
10	7
11	8
12	9
13	10
14	split 11
15	11

## SCHEDULE A-2B

### STIPENDS FOR EXTRA-CURRICULAR ACTIVITIES

2003-2004

1. Stipends are to be determined on the basis of the point system and formula outlined in Article 15.
2. The points are as follows, per advisor/coach except as noted:

#### ACTIVITIES

##### High School

Academic League	5	Key Club	5
Band Director	22	Literary Journal	7
Ass't Band Director	14.3	Madrigals	5
Band Front	7	Mathematics League	5
Brass Emsemble	3	Mock Trial	3
Choir Director	7	Model Congress	3
Class Advisor - 9th Grade	5	Model United Nations	7
Class Advisor - 10th Grade	5	Ass't Model United Nations	3
Class Advisor - 11th Grade	6	National Honor Society	3
Class Advisor - 12th Grade	15	Newspaper	7
Dance Troupe	6	Science League	5
Drama Advisor	5	Spring Musical - Overall Dir.	8
Environmental Club	3	Spring Musical - Set Constr.	5
F.I.R.S.T.	5	Spring Musical - Set Design	5
Gospel Choir	3	Spring Musical - Instrument Dir.	5
Guitar Emsemble	5	Spring Musical - Choreographer	4
Intramurals - Fall/Boys (2)	2.5	Spring Musical - Costume Dir.	3
Intramurals - Fall/Girls (2)	2.5	Stage Technician	4
Intramurals - Winter/Boys (2)	2.5	String Chamber Orchestra	3
Intramurals - Winter/Girls (2)	2.5	Stud. Acct. Coord./Couns. Adv.	16
Intramurals - Spring/Boys (2)	2.5	Ass't Stud. Acct. Coord./C. A.	5
Intramurals - Spring/Girls (2)	2.5	Ultimate Warriors	5
Jazz Band Director	4	Yearbook	7

##### Middle School

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

**SCHEDULE A-2B**

**STIPENDS FOR EXTRA-CURRICULAR ACTIVITIES**  
**2003-2004**

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

**ACTIVITIES**

Elementary Schools

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

**SPORTS**

High School

Athletic Trainer - Manager	8	Softball Head Coach	16
Baseball Head Coach	16	Softball Ass't Coach	10.4
Baseball Ass't Coach	10.4	Strength/Conditioning - Fall	5
Basketball Head Boys Coach	19	Strength/Conditioning - Spring	5
Basketball Ass't Boys Coach	12.35	Strength/Conditioning - Summer	5
Basketball Head Girls Coach	19	Strength/Conditioning - Winter	5
Basketball Ass't Girls Coach	12.35	Swimming Head Coach	16
Bowling Head B/G Coach	11	Swimming Ass't Coach	10.4
Cheerleading Fall Head Coach	11	Tennis Head Boys Coach	13
Cheerleading Fall Ass't Coach	7.15	Tennis Ass't Boys Coach	8.45
Cheerleading Winter Head Coach	11	Tennis Head Girls Coach	13
Cheerleading Winter Ass't Coach	7.15	Tennis Ass't Girls Coach	8.45
Cross Country Head Boys Coach	13	Track Spring Head Boys Coach	16
Cross Country Head Girls Coach	13	Track Spring Ass't Boys Coach	10.4
Field Hockey Head Coach	16	Track Spring Head Girls Coach	16
Field Hockey Ass't Coach	10.4	Track Spring Ass't Girls Coach	10.4
Football Head Coach	22	Track Winter Head Boys Coach	13
Football Ass't Coach	14.3	Track Winter Ass't Boys Coach	8.45
Golf Head Coach	11	Track Winter Head Girls Coach	13
Site Manager	15	Track Winter Ass't Girls Coach	8.45
Soccer Head Boys Coach	16	Wrestling Head Coach	19.5
Soccer Ass't Boys Coach	10.4	Wrestling Ass't Coach	12.67
Soccer Head Girls Coach	16		
Soccer Ass't Girls Coach	10.4		

**SCHEDULE A-2B**

**STIPENDS FOR EXTRA-CURRICULAR ACTIVITIES**  
**2003-2004**

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

**SPORTS**

Middle School

Baseball	3	Field Hockey	3
Basketball Boys	3	Soccer Boys	3
Basketball Girls	3	Soccer Girls	3
Cheerleading Fall	3	Softball	3
Cheerleading Winter	3	Track Boys Outdoor	3
Cross Country Boys	3	Track Girls Outdoor	3
Cross Country Girls	3	Wrestling	3

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

## SCHEDULE A-2C

### STIPENDS FOR EXTRA-CURRICULAR ACTIVITIES

2004-2005

1. Stipends are to be determined on the basis of the point system and formula outlined in Article 15.
2. The points are as follows, per advisor/coach except as noted:

#### ACTIVITIES

##### High School

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

##### Middle School

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

**SCHEDULE A-2C**

**STIPENDS FOR EXTRA-CURRICULAR ACTIVITIES**  
**2004-2005**

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

**ACTIVITIES**

Elementary Schools

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

**SPORTS**

High School

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

**SCHEDULE A-2C**

**STIPENDS FOR EXTRA-CURRICULAR ACTIVITIES**  
**2004-2005**

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

**SPORTS**

Middle School

Baseball	4	Field Hockey	4
Basketball Boys	4	Soccer Boys	4
Basketball Girls	4	Soccer Girls	4
Cheerleading Fall	4	Softball	4
Cheerleading Winter	4	Track Boys Outdoor	4
Cross Country Boys	4	Track Girls Outdoor	4
Cross Country Girls	4	Wrestling	4

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