

AGREEMENT

Between

Frankford Township Board of Education

AND

Frankford Township Education Association

July 1, 2008 through June 30, 2011

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In compliance with Chapter 303, laws of 1968, an amended Chapter 123 of 1974 the State of New Jersey, the Frankford Board of Education and the Frankford Township Education Association enter into this written agreement.

ARTICLE I**RECOGNITION**

- A. The Frankford Township Board of Education hereby recognizes the Frankford Township Education Association for purposes of negotiations as the representative of full-time and regular part-time teachers, para-professionals, and secretaries. The positions of superintendent, principal, vice-principal, board secretary/business administrator, confidential board secretaries (executive secretary to the superintendent, assistant board secretary, administrative assistant,), drivers and custodians are specifically excluded from coverage of this Agreement.

- B. Unless otherwise indicated, the term “teachers,” when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association. When the term “employees,” is used throughout this Agreement, it shall refer to all individuals represented by the Association.

ARTICLE II**GRIEVANCE PROCEDURE****A. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may arise from violations of articles or sections of this Agreement. It is agreed that these proceedings will be kept formal and confidential as may be appropriate to any level of the procedure.

Nothing in this article shall be interpreted as limiting the right of any employee having a grievance to discuss the matter informally with any member of the administration. However, any formal adjustment of a written grievance shall be conducted with the full knowledge of the Frankford Township Education Association, if the aggrieved person so desires.

B. Definitions

1. A “grievance” shall be construed to be the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
2. An “aggrieved person” is the person or persons making the claim.
3. A “party of interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve to claim.

C. Procedures

1. Since it is desirable to all parties that grievances be processed as rapidly as possible, the number of days indicated should be considered as a maximum and every effort made to expedite the process. The time limits specified may, however, be changed by mutual agreement.
2. **Level One**
 - a. Any employee who has a grievance shall discuss it first with the Superintendent in an attempt to resolve the matter informally at that level.
 - b. If the aggrieved is not satisfied with the disposition of the grievance at level one
 1. he/she shall file his/her grievance in writing with the Superintendent. The response to the written grievance shall be in writing and be given no later than five (5) school days after receiving the grievance.

3. Level Two

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, he may appeal his grievance, in writing, within ten (10) school days, to the Board of Education specifying his reasons for his complaints. Within fifteen (15) school days of the receipt of the appeal of the grievance, the Board of Education will conduct a hearing to provide the aggrieved an opportunity to present his grievance. Within ten (10) school days after the hearing, the Board shall render a decision and notify the aggrieved person(s) in writing. Copies of this decision will be forwarded to the President of the Association, all relevant parties, and the Superintendent of Schools.

4. Level Three

If a grievance is not resolved to the employee's satisfaction within thirty (30) school days, it may be submitted for binding arbitration to a third party. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the American Arbitration Association. Both the Board and the Association are bound by the arbitrator's recommendations in settlement of a grievance. Any costs involved for the arbitrator shall be borne equally by both the Association and the Board of Education.

5. Miscellaneous

- a. If the Frankford Township Education Association decides that a grievance affects a group or class of employees, it may submit such grievance in writing to the Superintendent directly.
- b. All decisions rendered beyond Level Two which are unsatisfactory to the aggrieved party, shall be presented in writing setting forth the decisions and reasons for these decisions. These written decisions shall be transmitted promptly to all parties in interest as well as the president of the Association.
- c. All documents, communications, records and other data pertinent to the processing of a grievance shall be kept in a file other than the personnel file of the participants involved in the procedure.
- d. All forms for the filing of grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and made available to any person or persons wishing to make use of the grievance machinery.
- e. In order to prevent the aggrieved person from resolving the grievance by the nature of his actions, administrative directions and the Board Policy shall continue in practice until such time as the grievance is formally resolved.

- f. There shall be no reprisals of any kind against any party in interest, member of the Association, or any participant in the grievance procedure, because of involvement in the grievance presented to the administrator or Board of Education.
- g. The aggrieved may be represented by someone of his own choosing at any step of the grievance procedure providing he has given prior notice of his intent to the Board of Education.

ARTICLE III

EMPLOYEE RIGHTS

- A. The teacher has the right and responsibility to determine grades within the grading system of the Frankford Township School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. Any teacher, whose decision on a student's grade, promotion, or retention is changed by the administration, shall be notified, in writing, within one (1) working day.

- B. No employee shall be disciplined without just cause. Whenever an employee is required to appear before any supervisor for disciplinary action, he/she shall have the right to written notification of the reason for said meeting and shall have the right to have a representative of the Association present.

ARTICLE IV**ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Representatives of the Association, Sussex County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations, and subject to the approval of the Superintendent.
- B. Any representative of the Association or any employee, who participates during working hours in negotiations, grievance proceedings, conferences, or meetings initiated by the Board of Education or its representatives, shall suffer no loss in pay.
- C. The Association may use school facilities and equipment at reasonable times within the school building, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Association shall have in the school building the use of a bulletin board in the faculty lounge. The Association may use the board in the Central Office for posting notices.
- E. The President of the Association shall not be assigned to any permanent homeroom or any AM or Pm non-teaching hall and bus duties, but may be called upon in an emergency situation.

ARTICLE V**EMPLOYEE WORK YEAR**

- A. The school year shall be designated by the Board of Education. The Association shall be consulted prior to the Board's formal adoption of the calendar and any revisions of the adopted calendar. After adoption of the calendar, a copy will be distributed to each employee.
- A1. The Wednesday, prior to the Fall Thanksgiving break will be a shortened day of 4 hours and 15 minutes for all staff.
The last working day before the winter vacation will be a shortened day of 4 hours and 15 minutes for all staff.
- B. All employees in the unit will not be required to work on any snow day.
- C. Teachers will work 184 days; 181 of those days will be with pupil contact. Two of the three teacher inservice days will directly apply to continuing education units. The agenda for these days shall be planned by a joint committee of the administration and the professional staff.
- D. Para-professionals will work 181 days, whenever students are present.
- E. Paraprofessionals shall be notified of their contract and salary status for the ensuing year no later than May 15th.

ARTICLE VI

EMPLOYEE WORK LOAD

Section 1 – Full Time Teachers

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to “Clock in” or “Clock out” by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of a faculty “sign-in” roster.
- B. Teachers’ work day shall extend no longer than six hours and fifty-two minutes (6:52) except on those days when professional and/or faculty meetings are called or at the discretion of the Superintendent, as the need or occasion arises.
- C. A preparation period shall be scheduled for each teacher each day.
- D. A desirable weekly teaching load shall be determined by the Superintendent after consultation with the Association.
- E. Teachers’ lunch will be 35 minutes, except in emergency situations as determined by the Superintendent.
- F. Meetings: Faculty and/or staff meetings shall normally be conducted once each month for a period of approximately forty-five (45) minutes. However, additional meetings may be scheduled at the discretion of the Superintendent as the need or occasion arises.
- G. On days scheduled for parent conferences, teachers shall be released from teaching duties after 4 hours and 15 minutes. There will be 3 evening conferences in the fall and 2 evening and 1 afternoon conference in the spring.
- H. Each full time certified staff member will be required to provide eight (8) half-hour tutorial sessions scheduled at the teacher’s discretion before or after school specifically for tutorial or other instructional purposes. Upon notification, the administration will be responsible for student supervision after the tutorial session is complete.

Section 2 – Part-time Teachers

- A. All part time teacher shall be paid 1/7 of their proper step on the salary guide for each period they teach each day school is in session.

- B. Any teacher who teaches 5 or more periods per day when school is in session shall be full time.
- C. All part time teachers shall have their teaching periods scheduled consecutively with no more than one (1) period break in their schedule.
- D. All part time teachers required, in writing, to attend any after hour meetings or activities beyond their duties shall be paid for those activities on a pro-rata basis.

Section 3 – Paraprofessionals

- A. The paraprofessionals work day shall extend no longer than six hours and fifty-two minutes (6:52) except on those days when professional and/or faculty meetings are called or at the discretion of the Superintendent, as the need or occasion arises.
- B. Paraprofessionals will be entitled to a thirty-five minute duty free lunch every day.
- C. Paraprofessionals will be permitted two unscheduled 10-minute breaks upon request during the day.

Section 4 – Secretaries

- A1. Ten (10) month secretaries shall work from September 1 through June 30th of each year and enjoy the same days off as the teaching staff.
- A2. Twelve (12) month secretaries shall work the same days as the ten (10) month secretaries between September 1st and June 30th and shall also work the months of July and August. The timing of said vacation is subject to the approval of the superintendent and may be considered at times other than the summer months upon request.
- B. All secretaries shall work from 8:00 a.m. to 4:00 p.m. daily. Secretaries shall also enjoy summer hours whenever teachers are gone for vacation. During the summer months hours shall be from 8:30 a.m. to 3:00 p.m. Monday through Thursday. Summer Friday hours will be 8:30 a.m. to 1:00 p.m. (without lunch)
- C. Secretaries shall enjoy a forty (40) minute lunch every day as long as phone coverage is provided.
- D. Vacation time will be granted to 12 month secretaries as follows:
 - (a) Eligibility
 - (i) Employment for less than one year shall carry an entitlement of one working day for each two months employed with the restriction that no vacation may be taken unless employment has been for a minimum of two months.
 - (ii) Employment for more than one year from the first July 1, after initial hire, and up to five years from that July 1, ten working days.
 - (iii) Employment for more than five years, from the first July 1, after initial hire, 15 working days.
 - (b) Application

- (i) Eligible employees must apply for vacation to the Chief School Administrator at least two weeks in advance of the desired start date. Special consideration shall be given in emergencies. All applications are subject to final approval by the Chief School Administrator.
 - (c) Time of Vacation
 - (i) The timing of said vacation is subject to the approval of the superintendent and may be considered at times other than the summer months upon request
 - (ii) Vacations must be taken within one year of the time earned. Payment in lieu of vacation is prohibited
 - (d) Twelve (12) month secretaries shall also enjoy Independence Day off. In the event that Independence Day falls on a Saturday, secretaries will enjoy the preceding Friday off. If Independence Day falls on a Sunday, secretaries will enjoy the following Monday off.
- E. Secretaries will be permitted two (2) unscheduled 10-minute breaks upon request during the day.

ARTICLE VII

VOLUNTEERS

Nothing in this agreement shall be interpreted as limiting the right of employees from freely volunteering their services for activities or programs that are beneficial for students just so long as the activities are not part of this agreement and their agreement is not violated.

ARTICLE VIII

SPECIALISTS

The Association may bring to the attention of the Superintendent the desirability of additional specialists. After consultation with the Association, the Superintendent may make recommendation to the Board of Education.

ARTICLE IX**EMPLOYMENT AND CERTIFICATION**

- A. 1. Each employee shall be placed on his proper step of the salary schedule as determined by the Board of Education.
- 2. Any certificated employee who is rehired within three (3) years of leaving voluntarily will be granted full credit on the salary guide for their time in Frankford. Any certificated employee who is rehired after the three (3) year period will receive no credit on the guide for their years at Frankford.
- B. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30.
- C. All positions available at Frankford Township Consolidated School shall be publicized by the Superintendent. In filling such vacancies, consideration shall be given to qualified employees already employed by the District.
 - 1. The Board will agree to accept responsibility to email, post in Faculty Rooms, forward copy to one designated association representative and to do a summer mailing as appropriate.

ARTICLE X**SALARIES**

- A.
 - 1. The salaries of all Association members are set forth in Schedule “A” attached hereto and made a part hereof, but subject to the other terms and provisions of this Agreement.
 - 2. Payment for extracurricular activities is set forth in Schedule “B.”
 - 3. Payment for extra stipends is set forth in Schedule “C.”
- B.
 - 1. All employees shall be paid on a semi-monthly basis in equal payments on the 16th and the last day of the month except in cases where the employee agrees to a 10% deduction of annual salary held and payable in the months of July and August, deduction shall be deducted during the ten (10) month school year.
 - 2. Employees may individually elect to have a percentage of their monthly salary deducted from their pay and placed in an interest-bearing account by the Board Secretary. Employees may also individually elect to contribute to a Tax Sheltered Annuity. There will be a choice of up to 3 Tax Sheltered Annuities as approved by the Board.
 - 3. Except in cases of emergency, when a payday falls on or during a holiday, vacation or weekend, employees may receive their paychecks on the last previous working day.
 - 4. Employees may receive their final checks on the last working day in June or upon the completion of duties related to the end of the school year.
- C. One increment shall be allowed for each year of military service up to a maximum of four (4) years.
- D. To qualify for a Master’s degree, the graduate courses beyond the Bachelor’s degree must be pursued under a prior approved college program. Credit for graduate courses related to the BA+10, BA+20, MA+10, MA+20, MA+30 and MA+60 salary guides need not necessarily be limited to an approved college program leading to the next higher degree. Such courses, however, shall be related to the teacher’s area of work or for the general improvement of the quality of education in the school.

All graduate courses must have the prior approval of the Superintendent and the Board of Education.

Evaluation of and approval of courses will be considered by the Board in September and the teacher will notify the Board of any anticipated changes in salary the prior January. Any salary changes will be effective in September following successful completion of the courses by the teacher.

- E. The Board, in accordance with Title 18A:29-14, reserves the right to withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board, within ten (10) days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the Commissioner under rules prescribed by him. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.
- F1. The Board may approve courses for the purpose of providing for Staff Development in-service programs. This would allow for movement on the salary guide of one graduate credit upon successful completion of 20 hours of approved inservice instruction. Participation by staff members in such courses shall be voluntary and shall have prior approval of the Superintendent.

Other workshops and training experiences may be considered by the Superintendent for inservice credit. It shall be the employee's responsibility to record all such experiences with the Superintendent. Upon completion of 20 hours of such experience, the employee may, at the Superintendent's recommendation and the Board's approval, be granted one inservice credit. Programs of this type shall be during other than school hours.

- F2. For para-professionals and secretaries F1 above applies and shall also include movement on the guide for undergraduate/graduate courses that are taken while employed by FTBoE. "Highly Qualified" instructional Paraprofessionals shall be paid \$100 above their salary each year.

For each multiple of 20 college credits, ex. 20, 40, up to a max of 60, or 150 in-service hours earned while employed by the FTBoE, para-professionals and secretaries shall be paid the additional amounts as shown on the Schedule A (of this agreement) salary guide.

- G. All teachers who have been employed by the Frankford Township Board of Education for 20 consecutive years shall have the following added to their salary each year

Longevity for certificated faculty:

1. In the 21st year and each of subsequent 4 years
\$600.00 (not cumulative) will be added to the Schedule "A" salary
2. In the 26th year and each of the subsequent 4 years
\$775.00 (not cumulative) will be added to the Schedule "A" salary
3. In the 31st year and each of the subsequent years
\$950.00 (not cumulative) will be added to the Schedule "A" salary.

H. All active support staff who have been employed by the Frankford Township Board of Education for 20 consecutive years shall have the following added to their salary each year.

Longevity for active support staff:

- A. In the 21st year and each of the subsequent 4 years
\$325.00 (not cumulative) will be added to the Schedule "A" salary.
- B. In the 26th year and each of the subsequent 4 years
\$500.00 (not cumulative) will be added to the Schedule "A" salary.
- C. In the 31st year and each of the subsequent years
\$675.00 (not cumulative) will be added to the Schedule "A" salary.

Board approved leaves of absence and reductions in force shall not count for the consecutive years, but shall not break service.

This additional salary will be added to the amount shown on the schedule "A" guide. This money will be shown off guide, but shall be reflective in pension.

ARTICLE XI**TEACHER ASSIGNMENT**

- A.
 - 1. All teachers shall be given written notice whenever possible of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year by the end of the school year.
 - 2. In the event that changes in such schedules, class and/or subject assignments, or room assignments are proposed after June closing, any teacher affected shall be notified promptly in writing.
 - 3. Schedules for the following school year should be available to teachers before the close of the school year.
- B. The Superintendent shall attempt to assign teachers, within their area of competence, providing these teachers are properly certified.
- D. Every attempt will be made not to schedule a teacher for more than four (4) consecutive periods or three (3) consecutive hours of pupil contact.

ARTICLE XII**EMPLOYEE FACILITIES**

- A. The Board recognizes the following physical facilities as desirable and will seek to provide them.
1. Space in each classroom in which teachers may store instructional materials and supplies;
 2. A serviceable desk, chair, and filing accommodations for the exclusive use of each teacher;
 3. Suitable closet space for each teacher to store coats, overshoes, and personal articles;
 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach;
 5. Adequate chalkboard space in every classroom.
 6. Adequate books, paper, pencils, pens, chalk erasers and other such material, required in daily teaching responsibility.
 7. An appropriately furnished room, which shall be reserved for the use of the staff as a lounge. Although the staff shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

ARTICLE XIII**SICK LEAVE**

- A. All ten (10) month employees employed on a full time basis by the Board of Education shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

All twelve (12) month employees employed on a full time basis by the Board of Education shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

- B. 1. Upon actual retirement (not vesting) a teacher shall be compensated for unused accumulated sick days at the daily rate of forty-five (\$45.00) dollars per day up to a maximum of one hundred fifty (150) days. The retiring teacher must notify the Board of the impending retirement by February of the preceding year so the Board may budget accordingly.
2. Upon actual retirement (not vesting) all active support staff shall be compensated for unused accumulated sick days at the daily rate of twenty-five (\$25.00) dollars per day up to a maximum of eighty (80) days. The retiring active support employee must notify the Board of the impending retirement by February of the preceding year so the Board may budget accordingly.

ARTICLE XIV**TEMPORARY LEAVES OF ABSENCE**

- A. Each year the Board of Education will grant three (3) days for compelling personal reasons with full pay pending approval of the Superintendent upon application thereof. Necessary personal day is construed to mean that such business is essential and will require the presence of the employee on a day school is in session.

Since the application requires approval by the Superintendent, it is incumbent upon the requestor to make known sufficient details of the need for the “necessary personal day” except in those rare circumstances where the nature of the details is such that privacy must be maintained. In the latter case, a written statement that the business is personal and is of “emergency” nature in the context of this policy should be submitted to the Superintendent. Should the request be denied approval by the Superintendent, a written reason will be returned to the requestor.

- B. 1. Death in the immediate family five (5) days. (Immediate family to include: mother, father, husband, wife, civil union partner, live in partner of at least two years, sister, brother, grandparents, son or daughter, step parent, stepchildren or the same in-laws). Other deaths may receive the same consideration at the discretion of the Superintendent.
2. Other deaths may receive one (1) day at the discretion of the Superintendent.
3. Death of a current Frankford School Student shall be one (1) day.
- C. Such other days for visitations, conferences, meetings, etc. at the discretion of the Superintendent.
- D. Illness in the immediate family, three (3) days. (Immediate family as defined in Article XIV, para.B)
- E. Up to five (5) unused personal and family ill days can accumulate as sick days for the following year.

ARTICLE XV**EXTENDED LEAVES OF ABSENCE****A. Maternity**

When a teacher is aware that she is pregnant, she shall notify the principal or Superintendent so that plans for her replacement, when necessary, may be made. A teacher who becomes pregnant may remain in her position so long as her condition does not interfere with the efficient and thorough performance of her duties. The Board of Education shall not remove any teacher from her duties on the grounds that her condition prevents her from performing her responsibilities in an efficient and thorough manner unless the teacher cannot produce, at the request of the Board, a written certification from her physician that she is physically capable of performing her responsibilities in an efficient and thorough manner.

A teacher may request a maternity leave of absence due to pregnancy at any time of her choosing.

The period while on maternity leave does not count towards the acquisition of tenure. However, the periods of employment before and after such leave shall be tacked on or added together in computing the period of employment for tenure and salary purposes.

Non-tenured employees are entitled to a maternity leave within the contractual school year in which the leave is obtained. However, the Board may grant leaves for longer periods at its discretion.

A teacher on maternity leave may return to her position in the school district when mutually agreeable. The period of absence for maternity leave shall not constitute equivalent experience for salary purposes. The teacher returned from maternity leave shall be placed on the appropriate step on the salary guide in accordance with her experience and degree level.

B. Family Leave

Unpaid family leave of absence will be available to employees according to provisions of CH.261 Laws of 1989 and (FMLA) Family and Medical Leave Act of 1993 Title 29, Part 825 of the Code of Federal Regulation.

Unpaid leaves of absence are available, up to 12 weeks in any 24-month period to care for a newborn or adopted child, at any time within one year after the birth or adoption of the child, and to provide care for a seriously ill child, parent or spouse. An eligible employee may be entitled to leave on a consecutive, intermittent or reduced leave schedule depending on factors including the reason for the leave sought.

The Board of Education may require advance notice of a leave and may require that leave be supported by certification issued by a licensed health care provider. At its own expense, the Board may require the employee to obtain a second opinion.

Upon return from family leave, an employee is entitled to be restored to his/her previous position or to an equivalent position of like seniority, status, employment benefits, pay and other terms and conditions of employment.

During the leave, the Board will maintain health insurance coverage as if the employee had not taken the leave.

C. Other Leaves of Absence

Other extended leaves as deemed necessary by the Frankford Township Board of Education, and of the individual, and approved by the Superintendent, may be granted upon written request.

ARTICLE XVI**PROFESSIONAL ADVISORY COUNCIL****A. Establishment**

1. The purpose of the Council shall be to advise the Board through recommendations, based on research and evaluation, regarding matters of mutual interest relative to the educational program. These recommendations may include methods of implementation. The Council may consider, but not be limited to: advising the Board on such matters as curriculum improvement, teaching techniques, extra-curricular programs, in-service training, pupil testing and evaluation, philosophy and educational specifications for buildings and other matters of mutual interest regarding the effective operation of the Frankford Township School.

B. Membership

1. The Council shall consist of three (3) representatives appointed from the Board of Education and three (3) representatives selected from the Association.
2. The Council shall establish its own rules and procedures.

C. Meetings

1. Regular meetings of the Council shall be conducted monthly unless otherwise determined by the Council.
2. Special meetings may be called by the chairman of either party. At least one (1) week notice shall be required before each meeting.
3. Agendas shall be initiated by the party calling the meeting and shall be available to Council members at least two (2) days prior to the meeting date.

- D. 1. The Board shall consider and study all written recommendations submitted to it by the Council for possible action. If the Board does not accept such recommendations, it shall state the specific reasons for such actions in writing to the Council.
2. Reports of the Council shall include minority as well as majority views.
3. Nothing in the article shall be interpreted to prevent the Council from consulting or adding to its number such additional teachers, administrators or professional advisors, as the original members herein designated shall determine are desirable and appropriate for said purpose.

ARTICLE XVII

INSURANCE PROTECTION

A. Health Insurance

The School Board shall continue to provide the Health Care Insurance Protection. The Board shall pay the full premium for each employee (and his/her family, if applicable). The insurance protection shall be equal to or better than the NJ State Health Benefits Plan.

Health benefits for part-time employees shall be according to guidelines of State Health Benefits Plan.

Temporary full time employees must be under contract for a minimum of five (5) months to qualify for health benefits.

Employees (and his/her family, if applicable) starting after June 30, 2005 shall be entitled to board payment of the full premium only within the Direct Access program of the Health Care Insurance Protection plan.

Opt Out Provision

1. The board will establish an approved section 125 plan and employees may opt out of the Health Insurance Plan for a set figure of \$5,000 upon the completion of a medical Benefits Waiver Form. Payments will be made on a semi-annual basis, with 50% on December 31 & the balance on June 30.
2. As a result of a "lifechange" (birth, death, divorce, loss of primary medical benefits) an employee will have the opportunity to enter the medical plan provided by the board but will forfeit the compensation listed above. The employee must first inform the business Office of their situation. As a result of a "lifechange", the employee may re-enroll in the medical benefits program at any time during the year.
3. An employee may re-enroll in the medical benefits program without having a "lifechange" during two (2) open enrollment periods.
 - i. Mid **April and May** with an effective date of **July 1**
 - ii. Mid **October and November** with an effective date of **January 1**
4. An employee may opt out of the medical benefits program at any time during the year upon completion of the medical benefits waiver form and submission of this form and all copies of the employee's current medical insurance cards. The amount of compensation that the employee would receive will be prorated depending upon when they waive their benefits.

Direct Access Incentive⁽¹⁾**School Year 2008/2009**⁽²⁾⁽³⁾

Employees who voluntarily move to the Direct Access plan during the open enrollment receive the following one time incentive payment according to their enrollment category:

Family Coverage: **\$2,400**
 Two Adult (Employee/Spouse or Civil Union Partner): **\$2,000**
 Employee/Child(ren): **\$1,600**
 Employee Only: **\$1,200**

Employees will have the option of returning to the traditional plan in the 3rd year of this contract.

School Year 2009/2010⁽²⁾⁽³⁾

Employees who voluntarily move to the Direct Access plan during the open enrollment receive the following one time incentive payment according to their enrollment category:

Family Coverage: **\$1,200**
 Two Adult (Employee/Spouse or Civil Union Partner): **\$1,000**
 Employee/Child(ren): **\$800**
 Employee Only: **\$600**

Employees will have the option of returning to the traditional plan in the 3rd year of this contract.

School Year 2010/2011⁽²⁾

No cash Incentive. Deductibles and Out of pocket maximums for the traditional plan will change to the following limits in school year 2010/2011:

Deductible: \$200 Individual / \$400 Family
Out-of-Pocket Maximum: \$600 Individual / \$1,200 Family

⁽¹⁾ Available to all employees currently enrolled in the traditional plan as of January 1, 2008.

⁽²⁾ For employees remaining in the Traditional plan for any year, the district will pay 100% of the cost of the plan.

⁽³⁾ Any individual that receives the current incentive and subsequently re-enrolls in the Traditional Plan will not be eligible for any future incentives offered by the BOE unless agreed upon under future contract negotiations

Direct Access: The office visit **co-pay** for the Direct Access plan will be **\$10** for the duration of this agreement.

It is further agreed that at the expiration of this contract, any subsequent increase in the cost of Health Benefits shall be considered as part of future contract consideration.

B. Dental Insurance

The Board shall provide family dental care benefits for all employees under Delta Dental or equivalent provider. New hires will receive single dental coverage only for the first three years of employment. The benefits shall be as follows:

Deductible amount	none
Class I – Preventive services	100%
Class II – Basic Services	85% (15% co-payment)
Class III – Major services	65% (35% co-payment)
Class IV – Orthodontia services	50% (50% co-payment)
Calendar Year maximum amount for Class I, II, III	\$1000
Lifetime maximum amount for Class IV	\$750

ARTICLE XVIII

SABBATICAL LEAVES

A teacher who has taught at Frankford Township School for at least four (4) full years may apply for a sabbatical leave of absence to pursue a program towards an advanced degree, or to pursue some specific program to bring improvement to his teaching knowledge and technique: Such program must be in the requestors field of teaching responsibilities, outlined in some detail, and an approval of the request will depend upon an evaluation of the probable benefit to the school of the program as outlined and deemed prudent by the Board of Education.

Requests for sabbatical leave must be received by the Superintendent, in writing, no later than December 1st and action must be taken on all such requests by February 1st, of the school year preceding the school year for which the sabbatical leave is requested.

A teacher with four (4) years or more of service at Frankford Township, but less than seven (7) years whose program has been approved, by the Board, may receive a leave without pay.

A teacher with service of seven (7) or more years at Frankford Township School, whose program has been approved by the Board may receive either the full salary to which he would normally be entitled for five (5) months, or one-half (1/2) of his salary for ten (10) months.

The recipient of such a grant shall also agree to return to work at Frankford Township School at the time courses are completed.

The recipient of such a grant shall sign an agreement to return to Frankford Township School for at least two years after the leave of absence. The agreement shall also specify that if the recipient does not return to Frankford Township School the full amount of the grant will be repaid to the school within two (2) years of the end of the leave. If only one (1) year is served after the leave, one-half (1/2) of the grant shall be repaid within the following year.

A recipient who has not fulfilled the agreed to conditions of the sabbatical will repay the total amount incurred by the Board within two (2) years of returning or upon separation from the Frankford Township School District except in the case of death or permanent disability.

Not more than one (1) member of the faculty shall be granted sabbatical leaves in any one (1) year. If there are more applicants than available grants, the probable benefit to the school of the programs proposed will be the basis of selection.

An employee may be considered for an additional leave of absence at the Board's discretion.

The time that the employee is on leave shall not be counted towards years of service for salary purposes.

ARTICLE XIX**MISCELLANEOUS PROVISIONS**

- A. Any and all matters regarding school policy not covered specifically in this Agreement shall be the prerogative of the Board of Education.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be reproduced at Board expense after the Agreement is signed and shall be presented to all members employed by the Board and members of the Board.
- E. Representatives of the Board and the Association's negotiating committee shall, if requested by either party, meet at least once each month for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. Such meeting shall not replace grievance procedures.
- F. Each party shall submit to the other at least seven (7) days prior to the meeting an agenda covering matters they wish to discuss.
- G. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and submitted for adoption to the Board and the Association.

ARTICLE XX**RIGHTS OF THE BOARD**

Except as otherwise provided in the Agreement and under the provision of Chapter 303, Public Laws 1968, and Chapter 123 (1974), the Association recognizes that the Board has the responsibility to manage and direct, in behalf of the public, all the operations and activities of the Frankford Township School District to the extent authorized by law.

ARTICLE XXI**TEACHER EVALUATION**

1. All evaluation of teachers shall be done openly, with full knowledge of the teacher being evaluated. No eavesdropping, “bugging,” or other hidden surveillance shall be used.
2. Evaluation must take note of special circumstances. The teacher of special education, for example, does not use the same teaching techniques as the teacher in the regular classroom.
3. The teacher shall be given a copy of the evaluation report within two (2) days of the evaluation to allow sufficient time before a conference to study it thoroughly, except in emergencies.
4. The conference shall occur at a mutually agreeable time within five (5) school days of the evaluation. In the event of a legitimate delay, the party requiring the delay shall so inform the other party.
5. No evaluation reports shall be submitted to the central office or otherwise acted upon before the conference between teacher and evaluator.
6. The evaluation report shall include an assessment of:
 - a. the strengths of the teacher;
 - b. progress the teacher has made since the previous evaluation;
 - c. remaining difficulties; if any
 - d. specific suggestions on measures the teacher can take to improve his performance in areas where difficulties have been indicated.
7. No teacher should be asked to sign a blank or incomplete evaluation form.
8. No material derogatory to a teacher’s conduct, service, character, personality, or reputation shall be placed in the teachers personnel file – including an evaluation report – unless the teacher has first been shown the material and had an opportunity to review it.
9. To any material prepared for his or her personnel file, the teacher shall have the right to submit a written answer which, after being reviewed by the Superintendent or his or her designee, is attached to the file copy.
10. The teacher shall have the right, upon request, to review the contents of his or her personnel file and to receive, at Board expense a copy of documents contained therein.

11. The teacher shall have the right to indicate those documents in his or her personnel file, which he or she believes, are obsolete or otherwise inappropriate to retain. After a review by the Superintendent or his or her designee, such materials shall be destroyed. Disputes over the retention of such documents shall be considered grievances, with action beginning at the Superintendent's level.
12. Any evaluation form or its contents shall be treated as confidential information by all persons handling it.
13. Any evaluation form or its contents shall only be transferred with the written consent of the person evaluated.
14. Procedures for evaluation shall be developed and/or modified under the direction of the District's Chief School Administrator in consultation with the Association.

ARTICLE XXII**CREDIT REIMBURSEMENT/PROFESSIONAL DEVELOPMENT**

Graduate credits shall be reimbursed at the rate charged by Rutgers, the New Jersey State University per credit up to a maximum of nine (9) credits per year. Prior approval must be received from the Superintendent.

Courses must be completed, with an earned grade of B or better, and reimbursement requested within twelve (12) months of course work beginning.

Tuition reimbursement may also be granted secretaries, clerks, and paraprofessionals who have at least three (3) full years of employment in the Frankford School District. Tuition reimbursement shall be made for those courses, which are job, related and are determined to be eligible and approved by the Superintendent prior to course enrollment.

A maximum of \$40,000 for year 1, \$42,500 for year 2, \$45,000 for year 3 will be allocated for reimbursement of graduate credits, other coursework and workshops for certified staff, secretaries, clerks and paraprofessionals. When the above maximum amount is reached, no further approvals will be granted.

ARTICLE XXIII**REPRESENTATION FEE****Purpose of Fee**

If an employee who is eligible to become a member, does not become a member of the Frankford Township Education Association during membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year.

Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

Deduction and Transmission of Fee**1. Notification**

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

3. Mechanics

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

ARTICLE XXIV**SENIORITY PROTECTION OF NON-CERTIFIED PERSONNEL**

A. All non-certified personnel, represented by the FTEA, on the payroll as of September 1, 1995 with more than three (3) years of service shall be granted seniority and ranked in category, pursuant to their years of service. Anyone with less than three (3) years of service as of September 1, 1995 shall accumulate years of service seniority from that date. Further, seniority shall be ranked in each category/title pursuant to accumulated years of service. The Board shall retain the right to reduce the number of positions in accordance with seniority.

B. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested, and simultaneously by first class mail. Within fourteen (14) calendar days from receipt of such notice of recall, the employee shall notify the Superintendent, in writing, whether he/she desires to return to the work involved in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2008 and shall continue in effect through June 30, 2011.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary after ratification by the members of the Association at a meeting duly called for that purpose, and the Board has caused this Agreement to be duly signed by its President and attested by its Secretary pursuant to a resolution duly adopted by the Board this

This Agreement has been executed in duplicate, one copy to be retained by the Board and one copy to be retained by the Association, such duplicate original copy being permanently bound.

FRANKFORD TOWNSHIP BOARD OF EDUCATION

By _____
Board President

ATTEST: _____
Secretary

FRANKFORD TOWNSHIP EDUCATION ASSOCIATION

By _____
President

ATTEST: _____
Secretary

Schedule A – Salaries

**Frankford Township Teachers Salary Guide
2008/2009 GUIDE**

STEP	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+60
1	42,050	43,015	43,985	45,080	45,975	46,990	48,065	51,090
2	42,540	43,520	44,495	45,605	46,515	47,540	48,625	51,685
3	43,030	44,020	45,010	46,130	47,050	48,085	49,185	52,280
4	43,530	44,530	45,530	46,665	47,595	48,645	49,755	52,890
5	44,030	45,045	46,055	47,200	48,140	49,205	50,325	53,495
6	45,210	46,250	47,290	48,465	49,435	50,520	51,675	54,930
7	47,260	48,345	49,435	50,665	51,675	52,815	54,020	57,420
8	49,400	50,535	51,670	52,955	54,015	55,205	56,465	60,020
9	51,640	52,830	54,015	55,360	56,465	57,710	59,025	62,745
10	53,980	55,220	56,465	57,865	59,020	60,325	61,700	65,585
11	56,425	57,725	59,020	60,490	61,695	63,055	64,495	68,555
12	58,980	60,335	61,695	63,225	64,490	65,910	67,415	71,660
13	61,650	63,070	64,485	66,090	67,410	68,895	70,465	74,905
14	64,440	65,920	67,405	69,080	70,460	72,010	73,655	78,295
15	67,360	68,910	70,460	72,210	73,650	75,275	76,990	81,840
16	70,410	72,030	73,650	75,480	76,985	78,685	80,480	85,550
17	73,600	75,295	76,985	78,900	80,475	82,250	84,125	89,425

Schedule A – Salaries

Frankford Township Teachers Salary Guide
2009-2010 GUIDE

STEP	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+60
1	43,880	44,935	45,985	47,105	48,125	49,145	50,310	53,535
2	44,380	45,445	46,510	47,640	48,670	49,705	50,880	54,145
3	44,880	45,955	47,035	48,180	49,220	50,265	51,455	54,755
4	45,380	46,470	47,560	48,715	49,770	50,825	52,030	55,365
5	45,880	46,980	48,080	49,250	50,315	51,385	52,600	55,975
6	47,085	48,215	49,345	50,545	51,640	52,735	53,985	57,445
7	49,140	50,320	51,500	52,750	53,890	55,035	56,340	59,950
8	51,285	52,515	53,745	55,055	56,245	57,440	58,800	62,570
9	53,520	54,805	56,090	57,455	58,695	59,940	61,360	65,295
10	55,855	57,195	58,535	59,960	61,255	62,560	64,040	68,145
11	58,290	59,690	61,090	62,575	63,925	65,285	66,830	71,115
12	60,830	62,290	63,750	65,300	66,710	68,130	69,740	74,215
13	63,480	65,005	66,525	68,145	69,620	71,100	72,780	77,445
14	66,250	67,840	69,430	71,120	72,655	74,200	75,955	80,825
15	69,140	70,800	72,460	74,220	75,825	77,435	79,270	84,350
16	72,155	73,885	75,620	77,460	79,130	80,815	82,725	88,030
17	75,300	77,105	78,915	80,835	82,580	84,335	86,330	91,865

Schedule A – Salaries

**Frankford Township Teachers Salary Guide
2010/2011 GUIDE**

STEP	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+60
1	45,735	46,880	48,020	49,165	50,310	51,450	52,595	56,025
2	46,235	47,390	48,545	49,705	50,860	52,015	53,170	56,640
3	46,735	47,905	49,070	50,240	51,410	52,575	53,745	57,250
4	47,235	48,415	49,595	50,780	51,960	53,140	54,320	57,865
5	47,735	48,930	50,120	51,315	52,510	53,700	54,895	58,475
6	48,910	50,135	51,355	52,580	53,800	55,025	56,245	59,915
7	50,980	52,255	53,530	54,805	56,080	57,355	58,625	62,450
8	53,135	54,465	55,790	57,120	58,450	59,775	61,105	65,090
9	55,385	56,770	58,155	59,540	60,925	62,310	63,695	67,845
10	57,730	59,175	60,615	62,060	63,505	64,945	66,390	70,720
11	60,170	61,675	63,180	64,685	66,185	67,690	69,195	73,710
12	62,715	64,285	65,850	67,420	68,985	70,555	72,120	76,825
13	65,370	67,005	68,640	70,275	71,905	73,540	75,175	80,080
14	68,135	69,840	71,540	73,245	74,950	76,650	78,355	83,465
15	71,015	72,790	74,565	76,340	78,115	79,890	81,665	86,995
16	74,020	75,870	77,720	79,570	81,420	83,275	85,125	90,675
17	77,150	79,080	81,010	82,935	84,865	86,795	88,725	94,510

Schedule A – Salaries, continued

2008-2009

Step	Paraprofessional	20 credits	40 credits	60 credits
1	18,850	18,960	19,070	19,180
2	19,040	19,150	19,260	19,370
3	19,230	19,340	19,450	19,560
4	19,430	19,540	19,650	19,760
5	19,630	19,740	19,850	19,960
6	20,130	20,240	20,350	20,460
7	20,630	20,740	20,850	20,960
8	21,430	21,540	21,650	21,760
9	23,195	23,305	23,415	23,525
10	24,395	24,505	24,615	24,725
11	25,170	25,280	25,390	25,500

2009-2010

Step	Paraprofessional	20 credits	40 credits	60 credits
1	19,495	19,620	19,745	19,870
2	19,695	19,820	19,945	20,070
3	19,895	20,020	20,145	20,270
4	20,095	20,220	20,345	20,470
5	20,290	20,415	20,540	20,665
6	20,790	20,915	21,040	21,165
7	21,290	21,415	21,540	21,665
8	22,280	22,405	22,530	22,655
9	23,480	23,605	23,730	23,855
10	24,730	24,855	24,980	25,105
11	26,020	26,145	26,270	26,395

Schedule A – Salaries, continued**2010-2011**

Step	Paraprofessional	20 credits	40 credits	60 credits
1	20,165	20,315	20,465	20,615
2	20,365	20,515	20,665	20,815
3	20,565	20,715	20,865	21,015
4	20,765	20,915	21,065	21,215
5	20,955	21,105	21,255	21,405
6	21,455	21,605	21,755	21,905
7	21,955	22,105	22,255	22,405
8	22,970	23,120	23,270	23,420
9	24,170	24,320	24,470	24,620
10	25,470	25,620	25,770	25,920
11	26,870	27,020	27,170	27,320

Schedule A – Salaries, continued

2008-2009

Step	Sec. 10 month	20 credits	40 credits	60 credits	Sec. 12 month	20 credits	40 credits	60 credits
1					31,408	31,518	31,628	31,738
2					32,023	32,133	32,243	32,353
3					32,638	32,748	32,858	32,968
4					33,253	33,363	33,473	33,583
5					33,868	33,978	34,088	34,198
6					34,483	34,593	34,703	34,813
7					35,098	35,208	35,318	35,428
8					35,728	35,838	35,948	36,058
9					36,358	36,468	36,578	36,688
10					36,988	37,098	37,208	37,318

2009-2010

Step	Sec. 10 month	20 credits	40 credits	60 credits	Sec. 12 month	20 credits	40 credits	60 credits
1					32,554	32,664	32,774	32,884
2					33,179	33,289	33,399	33,509
3					33,804	33,914	34,024	34,134
4					34,429	34,539	34,649	34,759
5					35,054	35,164	35,274	35,384
6					35,679	35,789	35,899	36,009
7					36,304	36,414	36,524	36,634
8					36,929	37,039	37,149	37,259
9					37,559	37,669	37,779	37,889
10					38,189	38,299	38,409	38,519

Schedule A – Salaries, continued**2010-2011**

Step	Sec. 10 month	20 credits	40 credits	60 credits	Sec. 12 month	20 credits	40 credits	60 credits
1					33,815	33,925	34,035	34,145
2					34,465	34,575	34,685	34,795
3					35,115	35,225	35,335	35,445
4					35,765	35,875	35,985	36,095
5					36,415	36,525	36,635	36,745
6					37,065	37,175	37,285	37,395
7					37,715	37,825	37,935	38,045
8					38,365	38,475	38,585	38,695
9					39,015	39,125	39,235	39,345
10					39,665	39,775	39,885	39,995

Schedule B – Extra Curricular Stipends

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Field Hockey	Field Hockey (J.V.)	Art Enrichment	Ski club
Yearbook	Newspaper		Asst. Ski club
Soccer	Asst. Soccer (J.V.)		Bowling
Boys Basketball	Boys Basketball (J.V.)		Asst. Bowling
Girls Basketball	Girls Basketball (J.V.)		Fall & Spring Sp. Ed.
Boys Track	Video Club		Soccer (Freshman)
Girls Track	Environmental Club		Basketball (Freshman)
Drama	Computer Web Club		
Student Council	Assist. Student Council		Reading Club
Chorus	Musical Director		

2008/2011

Step	A	B	C	D
1	1,262.82	1,009.11	757.71	503.98
2	1,440.51	1,158.37	779.51	526.94
3	1,612.97	1,334.02	804.76	549.91
4	1,788.61	1,514.25	831.16	578.60
5	1,966.58	1,691.03	856.43	602.71
6	2,142.23	1,865.54	881.68	627.97
10	+757.71	+757.71	+757.71	+375.41
Top	2,899.94	2,623.25	1,639.39	1,003.38

Schedule C – Extra Stipends

	<u>2008-2011</u>
A. Art Fair Coordinator (per year)	217.44
B. Assistant Basic Skills Improvement Contact Person (per year)	2,000.00
C. Bedside/Tutoring Instruction (per hour)	50.00
D. Cafeteria Duty (per occurrence)	23.62
E. Chaperones (Dances, Concerts, Programs, etc. approved by Superintendent) (per occurrence)	62.43
F. C.S.T./Student Personnel Coordinator (non-administrative) (per year)	8,360.00
G. Kindergarten, Pre-School & First Grade Teacher's (open house) (per hour) (max 4 Hrs)	45.00
H. Outdoor Education Coordinator (per year)	275.00
I. Overnight Assignment's (per night)	81.54
Overnight Assignment (Nurse) (per night)	182.88
J. School Fair Coordinator (per year)	217.44
K. Staff Development Instructor (per hour)	45.00
L. Summer School (per hour)	45.00
M. Testing Coordinator (Elementary)	1,000.00
N. Testing Coordinator (Middle School)	1,000.00
O. Audio-Video Coordinator (per year)	1,000.00