

AGREEMENT  
BETWEEN  
THE FRANKLIN BOARD OF EDUCATION  
AND  
THE FRANKLIN EDUCATION ASSOCIATION

**July 1, 2009 through June 30, 2012**

PREAMBLE

- A. This agreement is negotiated in order to establish for the specified period the terms and conditions of employment of all members of the staff employed in the classification set forth in ARTICLE I attached hereto and made part hereof.
- B. The Board of Education of the Borough of Franklin, hereinafter called “the Board”, and the Franklin Education Association, an incorporated association, hereinafter called “the Association”, or FEA, the parties to this agreement, accept the provisions of this agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill, pursuant to the provisions of N.J.S.A. 34:13A-5.3 and pursuant to Chapter 123, Public Laws of 1974 as amended.
- C. The provisions of the agreement will constitute a binding obligation of the parties.

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## ARTICLE I

### RECOGNITION

The Board hereby recognizes the Franklin Education Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all full-time and part-time secretaries and clerks, all regularly employed full and part-time paraprofessionals, the teaching staff, nursing staff, part-time and full time teachers, the Child Study Team, Basic Skills Instructors employed by the Board whether under contract, on leave, on a per diem basis employed or to be employed by the Board, but excluding the Secretary to the Superintendent, the Board Secretary, the Confidential Administrative Clerks, and the Payroll/Office Clerk.

## **ARTICLE II**

### **NEGOTIATIONS OF SUCCESSOR AGREEMENT**

A. **POLICY CHANGES**

Consistent with Chapter 123, P.L. of N.J. 1974, the Board shall not affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this and contained herein. Any individual contract between the Board and the individual employee shall be subject to, and consistent with, the terms and conditions of this Agreement.

- B. Not later than October 1, 2008, the Board agrees to initiate negotiations with the Association over a successor agreement. The parties agree to enter into collective negotiation over a successor Agreement in accordance with PERC law in a good-faith effort to reach agreement on all matters concerning the terms and conditions of the employment of all positions referenced in Article I. Any agreement so negotiated shall be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

C. **MODIFICATION**

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

ARTICLE III  
GRIEVANCE PROCEDURES

**Definition**

A “grievance” is a claim by an employee based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting the terms and conditions of his/her employment. The Association may process such a grievance if the grievant does not wish to do so. To be considered under this procedure, a grievance must be initiated by the grievant within fifteen (15) work days of the time the grievant knew or should have known of its occurrence.

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise, affecting teachers, secretaries, paraprofessionals, child study team members and basic skills instructors. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
2. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement in writing.
3. It is understood that the aggrieved employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. Level One - Any employee represented in this Agreement who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve this matter informally at that level.
5. Level Two - If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) workdays, he/she shall set forth his/her grievance in writing to the principal of his/her school within five (5) work days specifying:
  - a. the nature of the grievance and the provision or provisions of the Agreement alleged to be violated;
  - b. the nature and extent of the alleged loss, injury or detriment;

- c. the results of previous discussions; and,
- d. his/her dissatisfaction with decisions previously rendered and the relief and/or adjustment sought.

The principal shall communicate his/her decision to the employee in writing within ten (10) work days of receipt of the written grievance.

- 6. Level Three - The employee, no later than five (5) work days after receipt of the decision in Level Two, may appeal in writing the decision to the Superintendent of Schools who shall communicate his/her decision in writing to the employee within ten (10) work days.
- 7. Level Four – If the grievance is not resolved, the employee may, within five (5) work days appeal his/her grievance in writing to the Board through the Superintendent of Schools who shall attach all related papers and forward the appeal to the Board.

The Board, or a committee, thereof, shall review the grievance and shall hold a hearing with the employee, if requested.

The Board shall render a decision in writing within thirty (30) work days of receipt of the written grievance.

- 8. If the decision of the Board does not resolve the grievance to the employee's satisfaction and the Association wishes review by a third party, it shall so notify the Board in writing within ten (10) work days of receipt of the Board's decision. Grievances concerning (a) a complaint of an employee which arises by reason of him/her not being re-employed; (b) a complaint by an employee occasioned by the withholding of a salary increase or increment; (c) any matter which according to law is either beyond the scope of the Board authority or limited to action by the Board alone; and (d) any matter for which a method of review is prescribed by law or any rule or regulation of the Department of Education shall not be subject to arbitration.
- 9. Within ten (10) work days after receipt of the request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators shall be made jointly to PERC. The parties shall then be bound by the rules or procedures of PERC in the selection of an arbitrator.
- 10. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall not add to nor subtract anything from the Agreement between the parties. The arbitrator's decision shall be advisory only. The parties shall be responsible for all costs incurred by each and only the fees and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

### C. Miscellaneous

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected

by the Association. (See N.J.S.A. 18A:25-71)

When an employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

#### ARTICLE IV

#### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association upon request:
1. Information required by the Association in developing accurate and realistic programs. Said information shall be in the form of existing public information and additional existing budgetary and financial material and data. Names and addresses of new personnel shall be made available to the Association for the purpose of mailing, informing, and roster construction. A comprehensive list of total existing personnel shall be made available with the appropriate compensation/ guide step level for the purpose of proposal calculation only.
  2. Whenever any member-representative of the Association is mutually scheduled by both parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.
  3. Representatives of the Association shall be permitted to transact official Association business on school property after approval of said use by the School Superintendent and subject to conditions and regulations set by the Franklin Board of Education. Notification of said intended use shall be submitted to the Superintendent at least one week nor more than three(3) weeks prior thereto (except in cases of an Association-declared emergency), whereupon the permission for said use shall not be unreasonably withheld. FEA meetings shall not commence prior to 2:50 p.m. except in case of an emergency.
  4. Office equipment sufficient to facilitate the clerical functions of the Association may be provided by the Board upon request and at such times set by the Administration but in no event during school hours. The Association shall have the privilege of reasonable use of office equipment, such as computers, copy machines, and facsimile machines upon request, in such locations and at such times as set by the Administration provided the Association pays for any damages it is responsible for as well as long distance phone charges it incurs.
  5. The Association shall have the right to purchase in advance expendable office supplies and other materials from the Board of Education at a price paid by the Board provided that these supplies are on hand in sufficient quantities to meet the education needs of the school.
  6. The Association shall be provided with a bulletin board for official business in the faculty lounge which shall be maintained by the Association.



7. The Association shall have the right to use the inter-school mail facilities and school mail boxes with the provision that this does not interfere with regular school business.
  8. Association representatives may speak at all faculty meetings upon request of the representative after conclusion of the regular meeting.
- B. Any available position which can be filled by a member of the bargaining unit shall be posted in the public schools with a copy to the Association.
- C. Any Board policy that affects the FEA members shall be furnished to the FEA.

ARTICLE V  
SCHOOL CALENDAR/WORK SCHEDULE

Secretary

1. All secretarial and clerical employees employed as part of the secretarial and clerical unit will have the following work schedule to include a seven and a half hour work day:

	<u>Monday-Thursday</u>	<u>Friday</u>
Secretary to Elementary Principal/Vice Principal	7:30 a.m. to 3:30 p.m.	7:30 a.m. to 3:15 p.m.
Receptionist/Secretary to Guidance	7:30 a.m. to 3:30 p.m.	7:30 a.m. to 3:15 p.m.
Secretary to Child Study Team / Vice Principal	7:30 a.m. to 3:30 p.m.	7:30 a.m. to 3:15 p.m.
*P/T Secretary to Child Study Team	15 hours per week	

On Fridays, full-time secretaries may leave 15 minutes earlier than their designated end time except during an emergency. (See schedule listed above.)

\*To work 15 hours per week during the days in which students are in school (i.e. 15 hours per week @ 39 weeks). The part-time child study team secretary's hours will be determined by the administration but will typically be 8:45-12:30 Monday, Tuesday, Thursday and Friday. Hours to be "made up" because of school closings will be done with approval of the administration. At no time will the hours exceed 20 hours per week. If the part-time secretary is required to work hours during the summer, she will be paid at her current hourly rate (# hours per month/pay per month).

2. Performance responsibilities shall be set by the Board of Education via description and/or Board Policy.

3. Days when school is closed due to inclement weather, secretarial and clerical employees will not be required to report to work.

4. Delayed openings - secretarial and clerical staff to report 1 hour prior to students (e.g. 9:00 a.m. for a 10:00 a.m. opening.)

5. Summer hours for secretarial and clerical employees on Monday through Thursday will be 8:00 a.m. to 3:00 p.m. On Fridays, hours will be from 8:00 a.m. to 12:30 p.m. exclusive of lunch. Summer hours begin after student graduation and end the first day for teachers.

6. During the time period specified as the work day, lunch period shall be at the discretion of, or to be arranged by, the administration. This period will be the same length of time as provided for the teachers.

7. Part-time secretaries working less than twenty-five (25) hours a week shall receive a twenty (20) minute break daily, but are not entitled to a lunch period. Part-time secretaries working twenty-five (25) hours or more a week shall receive a thirty (30) minute break daily, but are not entitled to lunch. Part-time secretaries who work less than 27.5 hours per week are not entitled to medical benefits.

8. Also, all twelve (12) month secretarial employees shall receive the following fourteen (14) holidays:

Fourth of July	Christmas Day
Labor Day	New Year's Eve Day
Election Day	New Year's Eve
Veterans' Day	Martin Luther King, Jr.'s Birthday
Thanksgiving Day	Presidents' Day
Friday following Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day

Holidays falling on Saturday and Sunday will be given on Friday or Monday to full-calendar employees. Floating holidays may be added to vacation days (see Article VIII). Holidays which fall on days in which school is in session will be taken at a later day as a floating holiday with approval of the secretary's supervisor.

9. On the day before Thanksgiving break and winter break secretaries will be released at 1:30 p.m.

10. Secretaries are required to return to school for four (4) evening meetings (e.g., back to school, parent-teacher conferences and graduation). These evening events will be covered on a rotating basis by the full-time secretaries such that no secretary will have more than 2 nights back in any one year.

#### CERTIFICATED EMPLOYEES, CHILD STUDY TEAM AND BASIC SKILLS INSTRUCTORS

- A. The school calendar now under the county-wide application consisting of one hundred eighty-one (181) instructional days plus one (1) day before and one (1) day after, shall be the guiding instrument for school operation. The Association shall be afforded an opportunity to convey its thinking and sentiments relative to the ensuing calendar's construction.
- B. The teaching staff will have input as to when snow days will be made up, if they are extended beyond those in the calendar; however, it is expressly understood that the Board retains the sole right to schedule such days at its discretion.
- C. Teachers shall be permitted to leave with the students on Fridays and on days preceding a holiday or a vacation period, except in cases of emergency as

determined by the Superintendent.

- D. There shall be a 12:30 p.m. dismissal for students and teachers on the day preceding winter recess and Thanksgiving recess.

#### PARAPROFESSIONALS

A. Full time paraprofessionals shall work a seven (7) hour work day inclusive of a lunch period. The normal work day shall commence at 7:45 a.m. and end at 2:45 p.m.; however, no more than 1/3 or less than 2 of the full-time paraprofessionals will begin their day at 7:30 a.m. and end at 2:30 p.m., and no more than 1/3 or less than 2 of the full-time paraprofessionals will begin their day at 7:55 a.m. and end at 2:55 p.m.

Paraprofessionals may volunteer for the 7:30 a.m. or 7:55 a.m. start time, however, if no qualified paraprofessional volunteers, the Board may assign a paraprofessional to the 7:30 a.m. or 7:55 a.m. start time. A paraprofessional will not be assigned the 7:30 a.m. or 7:55 a.m. start time for two consecutive years, unless the paraprofessional requests it, or otherwise does not object. The majority of the full-time paraprofessionals shall commence at 7:45 a.m. and end at 2:45 p.m. (Note: Paraprofessionals having 7:30 a.m. or 2:45 p.m. outside duties will follow the Fact Finder's recommendations of 10/12/00 as listed below.)

1. The paraprofessionals may be scheduled a.m. and/or p.m. assignments outside of the school building.
2. The Board will continue to provide the paraprofessionals with handheld communicators for their use as the need arises.
3. A certificated Board employee shall be the individual in charge of and be responsible for any problems/incidents that occur during the 7:30 a.m. to 7:45 a.m. and 2:45 p.m. to 3:00 p.m. time frames.
4. If the paraprofessionals need assistance for any reason, a certificated Board employee shall offer that assistance and if necessary be outside the building with the paraprofessionals
5. In the event a student is injured and/or is counseled by a paraprofessional, and that paraprofessional is acting in accordance with his/her assignment, he/she shall be held harmless from any legal issues that may arise.
6. The Board shall provide the paraprofessional's legal counsel and assistance in accordance with N.J.S.A. 18A, and any other statutes that may apply.
7. The implementation of the a.m. and p.m. duty assignments shall be with the use of volunteers. In the absence of volunteers the Superintendent of Schools shall assign the paraprofessionals to those duties.
8. Part-time paraprofessionals working less than twenty-five (25) hours a week shall receive a twenty (20) minute break daily, but are not entitled to a lunch period. Part-time paraprofessionals working twenty-five (25) hours or more a week shall receive a thirty (30) minute break daily, but are not entitled to lunch.
9. All part-time paraprofessionals who work less than 27.5 hours per week will not be entitled to medical benefits, except the nine (9) fulltime paraprofessionals (employed in 2008-2009) shall be grandfathered and

- shall continue to receive medical benefits.
10. Performance responsibilities shall be set by the Board via job description and/or Board Policy.
  11. Paraprofessionals are required to work the same calendar year as teachers.
  12. On days when school is closed due to inclement weather paraprofessionals will not be required to report to work.
  13. On days when there are delayed openings, paraprofessionals who are assigned to the 7:30 a.m. start time shall report 15 minutes prior to the students.
  14. On days worked during the summer and other recess, the paraprofessionals will receive an hourly rate of \$12.00.

## **ARTICLE VI**

### **ABSENCES**

#### **TEACHERS, CHILD STUDY TEAM AND BASIC SKILLS INSTRUCTORS:**

##### **A. Absence**

1. Any teacher, CST member or BSI instructor who may have cause to be absent from school must give notice to the appropriate personnel on the night before such absence or not later than 6:30 a.m. on the day such absence is known to the teacher or employee. Failure to comply with the above may cause forfeiture of payment of one (1) full day's salary. In case of a bona-fide emergency, the Superintendent shall waive the forfeiture.

##### **B. Absence for Personal Illness**

1. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease or being quarantined for such a disease in the immediate household.

2. Absence for personal disability shall be allowed and shall include full pay not to exceed twelve (12) days. Basic Skills Instructors shall be allowed and shall include pay not to exceed ten (10) days.

3. If fewer than twelve (12) school days of allowed sick leave are taken in any school year, then the number of days not utilized shall be accumulative without limit. If fewer than ten (10) school days of allowed sick leave are taken in any school year by a Basic Skills Instructors, then the number of days not utilized shall be accumulative without limit.

4. Absences on sick leaves shall be charged first to the days allowed for the current school year until it is fully utilized and thereafter to the cumulative credit to the extent such credit is available.

5. In cases of illnesses extending beyond the teacher's or employee's sick leave credit, the deductions will be made on the basis of 1/20 per day of the

monthly basic salary.

6. In case of illness incurred during the school day which results in the teacher leaving school before 11:00 a.m.; a full sick day will be charged, leaving after 11:00 a.m., a half-day will be charged.

7. Absence due to the serious illness of a member of the teacher's immediate family, rendering the presence of the teacher at home necessary, shall be allowed for up to two (2) days with pay. Teachers' pay less the substitute pay shall be allowed for up to five (5) additional days.

8. Upon retirement, the teacher shall be paid the sum of eighty dollars and twenty-one cents (\$80.21) per day for the 2009-2010 school year, eighty dollars and twenty-one cents (\$80.21) for the 2010-2011 school year and eighty dollars and twenty-one cents (\$80.21) for the 2011-2012 school year for each unused sick leave day accumulated to the time of retirement. Retirement shall mean a teacher having filed the necessary papers to effect same the New Jersey State Teachers Retirement System or the Teachers' Pension and Annuity Fund.

9. All retiring members shall utilize a 403B Plan for sick time payment in accordance with applicable laws and regulations.

10. In the event of the death of a member who has completed 10 years of service in Franklin who is an active employee, his/her outstanding sick leave benefits in accordance with item number seven (7) above will be paid to the beneficiary listed on his or her pension plan.

#### C. Bereavement

1. Absence due to a death in the teacher's immediate family or household shall be allowed with pay for the required period not to exceed five school days which shall be taken within fourteen (14) calendar days of the death.

2. The term "immediate family" shall include wife, husband, children, mother, father, mother-in-law, father-in-law, sister, brother and grandchildren.

3. Two (2) days full pay shall be allowed in event of the death of a grandparent and one (1) day with pay shall be allowed in the event of the death of other non immediate members of the family.

#### D. Personal Days

1. Two (2) days leave will be granted less a substitute's pay and three (3) days leave will be granted without loss of pay for school, legal business, household or family matters which require absence during school hours. This section does not apply to the day preceding or following any vacation period. Prior approval must be requested from the Superintendent for leave which is contiguous to vacation period. Application shall be made to the principal one week prior to the days requested and the applicant shall not be required to state reason for the absence provide the notice procedure is followed. In case of bona fide emergency, upon application to the Superintendent, the latter may waive the

one (1) week notice requirement. No more than three (3) teachers shall be granted leave at any one time under this section without permission of the Superintendent after application. Any fraction of a day shall be considered as a whole day's absence and the days are not cumulated except as stated below. In case that the three (3) days without loss of pay is not utilized in a given year, it will accrue to the employee's sick leave.

2. Basic skills instructors shall be granted personal days, death in the family days and family illness days to match those of certificated staff.

E. Professional Business

1. Absences to attend conferences, workshops, critiques, visitations to other schools, conventions, or other professional business as per the Accountability Regulations shall be allowed with full pay upon approval by the Superintendent and the Board of Education.

a. Any such leave shall be limited to three days either staggered or consecutive during any one school year, unless in the Superintendent's discretion, more time is granted.

b. No more than two (2) teachers shall be permitted to exercise the privilege as herein provided at any one time.

c. Expenses for attendance at special conventions or meetings shall be allowed a teacher by the Board of Education upon recommendation of the Superintendent. In addition to the usual expenses to be approved by the Superintendent, there shall be allowed travel expenses at the current IRS rate, subject to superseding regulations. As of July 1, 2009, mileage reimbursement shall be paid at the State Office of Management and Budget rate for each school year of this Agreement, within New Jersey or out of New Jersey.

d. Any teacher desiring to attend a professional convention or meeting shall apply to the Superintendent for approval not later than ten (10) days in advance of the convention or meeting date or place.

e. The Board of Education agrees to supply \$9,392.00 for the 2009-2010 school year, \$9,392.00 for the 2010-2011 school year and \$9,392.00 for the 2011-2012 school year for professional business.

F. Absence for Marriage

1. Absence for the purpose of marriage or to attend weddings of friends or relatives may be allowed with teacher's pay less substitute's pay upon approval of Superintendent.

G. Court Order

1. Absence from school by reason of a subpoena shall be allowed with pay provided that the subpoena is filed with the Superintendent. If a teacher is a party to a suit, absence from school in that connection shall be without pay, unless the Board at its discretion shall determine otherwise.

## H. Other Absences

1. All sabbatical leaves, extended absences and other absences not otherwise specifically covered herein shall be considered only after application to the Board of Education. In granting any leave upon special application, the Board of Education reserves the right to impose such conditions and terms with regard to the time period, point on the salary guide when the teacher returns, position upon return and other matters as it deems appropriate. Staff members requesting sabbatical leave must have seven (7) years experience in the district, sabbatical leave shall be limited to September 1 to June 30<sup>th</sup>. No more than one (1) staff member shall be entitled to such a leave at any time and application must be made in writing to the Board on or before April 15<sup>th</sup>. Sabbatical leave may not be added to any other leave.

## I. Unavailability of Substitute

1. In the event no substitute is available during a teacher's absence, deduction of substitute's wages shall be made in all cases where such deduction would have applied had a substitute been employed.

## **PARAPROFESSIONALS:**

### A. Absence for Personal Illness

1. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury or because of exclusion from school by the medical authorities on account of a contagious disease or being quarantined from such a disease in the immediate household.

2. All full time paraprofessionals shall be entitled to ten (10) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit. Part-time paraprofessionals shall be entitled to prorated sick leave of which unused days will accumulate.

3. In case of illness extending beyond the paraprofessionals sick leave credit, the deductions will be made on the basis of 1/20 per day of the monthly basic salary.

4. Paraprofessionals may be required to verify sick leave usage pursuant to law.

5. When a paraprofessional is ill and/or otherwise unable to report to work, he/she will call the sub-service on days when school is in session prior to 6:30 a.m.

6. Upon retirement, the paraprofessionals shall be paid the sum of \$30 per day for each unused sick leave day accumulated to the time of retirement. Retirement shall mean paraprofessionals having filed the necessary papers to effect same with the PERS.

### B. Bereavement



## 1. Immediate Family

a. Absence due to a death in the paraprofessional's immediate family or household shall be allowed with pay for the required period not to exceed five (5) school days within a fourteen (14) calendar day period contiguous to the death in each case.

b. The term "immediate family" shall include wife, husband, children, mother, father, mother-in-law, father-in-law, sister, brother or grandchild.

## 2. Non-Immediate Family

a. Absence due to a death in the paraprofessional's non-immediate family shall be allowed up to three (3) days within a fourteen (14) calendar day period contiguous to the death as follows:

-two (2) days of full pay shall be allowed in the event of the death of grandparent; and one day with pay shall be allowed in the event of the death of other non-immediate members of the family.

-If an outside substitute is called for the remaining day(s), substitute's pay will be deducted from the paraprofessionals salary (e.g. deduct one day for grandparent and two days for other non-immediate family.)

## C. Personal Leave

1. Three (3) days leave will be granted without loss of pay for legal business, household or family matters which require absence during school hours. This section does not apply to the day preceding or following any vacation period. Application shall be made to the principal one week prior to the days requested. Any request for personal days contiguous to a vacation period must receive prior approval by the Superintendent.

2. If any of the three (3) personal days are not utilized in a given year, they will accrue to the employee's sick leave.

3. Absence for the purpose of marriage or to attend weddings of friends or relatives may be allowed with paraprofessionals pay less substitute's pay upon the approval of Superintendent.

## D. Court Order

1. Absence from school for reason of a subpoena shall be allowed with pay provided that the subpoena is filed with the Superintendent. If an paraprofessional is party to a suit, absence from school in that connection shall be without pay, unless the Board, at its discretion, shall determine otherwise.

## 2. Jury Duty

a. An paraprofessional serving on jury duty will receive full pay. Any money received from jury duty service will be remitted to the school.

E. Family Illness

1. Absence due to the serious illness of a member of the paraprofessional's immediate family, rendering the necessary presence of the paraprofessional at home, shall be allowed for a period of two (2) days with pay.

F. Maternity Leave

1. Maternity leaves of absence will be paid pursuant to applicable provision of the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

G. Professional Days

1. Paraprofessional shall be entitled to a maximum of three (3) professional days with the Superintendent's prior approval for training related to his/her current position and shall be reimbursed for all associated fees.

2. Paraprofessionals shall be included in the district professional in-service days with the Superintendent's prior approval that relate to their job descriptions.

3. The Board agrees to reimburse each paraprofessional up to \$100.00 to meet the Highly Qualified standards set by the state. Paraprofessionals may choose any of one of the four (4) options provided by state guidelines.

**SECRETARIES**

A. Absence for Personal Illness

1. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury or because of exclusion from school by medical authorities on account of a contagious disease or being quarantined for such a disease in the immediate household.

2. All full-time secretaries shall be entitled to twelve (12) sick leave days each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

3. Part-time child study team secretaries shall receive ten (10) sick days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

4. In cases of illness extending beyond the secretaries sick leave credit, the deductions will be made on the basis of 1/20 per day of the monthly basic salary.

5. In all absences or sick leave exceeding three consecutive school days, the employee may be required to file a physician's certificate with the Superintendent.

6. All unit secretaries/clerks will call their immediate supervisor by 7:00 A.M. when they are ill and unable to report to work. Additionally, secretaries will call the sub-service on days when school is in session.

7. Upon retirement, the secretaries shall be paid the sum of \$30 per day for each unused sick leave day accumulated to the time of retirement with a cap of \$3,000 maximum reimbursement. Retirement shall mean secretaries having filed the necessary papers to effect same with the PERS.

B. Bereavement

1. Immediate Family

a. Absence due to a death in the secretary's immediate family or household shall be allowed with pay for the required period not to exceed five (5) school days which shall be taken within fourteen (14) calendar days of the death.

b. The term "immediate family" shall include wife, husband, children, mother, father, mother-in-law, father-in-law, sister or brother and grandchildren.

2. Non-Immediate Family

a. Absence due to a death in the secretary's non-immediate family shall be allowed up to three days. Full pay shall be allowed for the day of the funeral. If an outside substitute is called for the remaining two days, substitute's pay will be deducted from the secretary's salary.

C. Personal Leave

1. Three (3) days leave will be granted without loss of pay for legal business, household or family matters which require absence during school hours. This section does not apply to the day preceding or following any vacation period. Application shall be made to the immediate supervisor one week prior to the days requested. For consecutive personal days to be taken the reason must be given to the immediate supervisor and prior approval will be at the discretion of the immediate supervisor. Any request for personal days contiguous to a vacation period must receive prior approval by the Superintendent.

-In case the three days without loss of pay are not utilized in a given year, they will accrue to the secretary's sick leave.

D. Absence for Marriage

1. Absence for the purpose of marriage or to attend weddings of friends or relatives may be allowed with secretary's pay less substitute's pay upon the approval of the Superintendent.

E. Professional Business

1. Absences to attend conferences, workshops, and conventions shall be allowed with full pay upon approval by the Superintendent and the Board of Education.

a. Any such leave shall be limited to three days, either staggered or consecutive, during one school year.

b. No more than two secretaries shall be permitted to exercise their privilege as herein provided at any one time.

c. Expenses for attendance at special conventions or meetings shall be allowed by the secretary by the Board of Education upon recommendation of the Superintendent. In addition to the usual expenses to be approved by the Superintendent, there shall be allowed travel expenses at the current IRS rate, subject to superseding regulations. As of July 1, 2009, mileage reimbursement shall be paid at the State Office of Management and Budget rate for each school year of this Agreement, within New Jersey or out of New Jersey.

d. Any employee desiring to attend a professional convention or meeting shall apply to the Superintendent for approval not later than ten (10) days in advance of the convention or meeting date or dates.

F. Court Order

1. Absence from school for reason of a subpoena shall be allowed with pay provided that the subpoena is filed with the Superintendent. If a secretary is party to a suit, absence from school in that connection shall be without pay, unless the Board, at its discretion shall determine otherwise.

2. Jury Duty

a. A secretary serving on jury duty will receive full pay. Money received from jury duty will be submitted to the school.

G. Illness in Immediate Family

1. Illness in immediate family will be allowed two (2) days with pay and a third day less secretarial substitute pay.

H. Deduction of Substitute Wages

1. In the event no substitute is available during the secretary's absence, deduction of substitute's wages shall be made in all cases where such deduction would have applied had a substitute been employed.

EXTENDED LEAVES OF ABSENCE (Teachers, Child Study Team and BSI)

A. Childrearing Leave

1. A teacher requesting leave for disability due to pregnancy must notify the Superintendent as soon as possible after medical confirmation of such pregnancy. The beginning date of such leave shall be determined by the employee and her physician but the Board may remove the employee from her duties if she is unable or unwilling to perform all of her teaching responsibilities. Disputes as to physical incapability shall be decided by the employee's physician and the Board's physician or, in the event of disagreement, by a third physician jointly selected by the Board and the employee.

2. The teacher shall return to work, unless an unpaid extended leave for childrearing has been granted, as soon as she is physically able to perform her duties. The Board may require a certification from the employee's physician as to her medical and physical fitness. The employee shall notify the Superintendent as promptly as possible for the date of her anticipated return to work.
3. A teacher may use forty (40) days of her accumulated sick leave for disability due to pregnancy, four (4) weeks before due date and four (4) weeks after delivery. Said limitation may be waived by presentation by the staff member of a doctor's certification as to medical complication. The Board has the right to require proof of such disability. .
4. Leaves of absences for disability due to pregnancy shall not extend beyond the end of the contract school year in which the leave is obtained in the case of non-tenured teachers.
5. A tenured teacher may apply for a twelve (12) month childrearing leave, which period shall include the balance of the current school year plus such additional time as may be required to have the leave terminated by September 1. Teachers granted such leave must notify the Board no later than April 15<sup>th</sup> of their intent to return in September barring any unforeseen circumstances. In no event shall less than four (4) months notice of the anticipated delivery and intended dates of the leave be given to the Board. In addition, all childrearing leave is to be taken contiguous to the birth of the teacher's child.
6. A tenured teacher may apply in writing to the Board for an additional childrearing leave of twelve (12) months. Said request shall be made on or before April 15th and shall be subject to Board approval and shall terminate on September 1 of the following year.
7. Failure to return to work promptly upon recovery from disability due to pregnancy or to give the required notice of intent to return from childrearing leave shall be deemed a resignation from employment.
8. Any teacher adopting an infant child shall receive similar leave on the terms set forth above except the application for such leave shall be made at least four (4) months prior to the anticipated custody date. Leave will commence with the pay period immediately preceding the teacher's receiving de facto custody of the child or earlier if necessary to fulfill the requirements for adoption.
9. In the event of a husband and wife working in the District only one (1) shall be permitted childrearing leave at any one time. Any leave granted herein is for the sole purposes of childrearing. No teacher shall be employed in a full-time job while on said leave.

B. Extended Leaves – other than childrearing

1. A leave of absence of up to one year, without pay, may be granted for the purpose of caring for a sick member of the teacher's immediate family provided the teacher returns at the beginning of the school year, unless the Board otherwise agrees.

a. A teacher shall not receive increment credit for time spent on leave granted pursuant to this Article, nor shall such time count toward fulfillment of the time requirement for acquiring tenure.

b. All benefits to which a teacher was entitled at the time his/her leave of absence, including unused accumulated sick leave, shall be restored to him/her upon his/her return and he/she shall be assigned either to the same position which he/she held at the time said leave commenced, if available, or to a substantially equivalent position.

2. All sabbatical leaves, extended absences and other absences not otherwise specifically covered herein, shall be considered only after application therefore to the Board of Education. In granting any leave upon special application, the Board of Education reserves the right to impose such conditions and terms with regard to the time period, point on the salary guide when the teacher returns, position upon return and other matters as it deems appropriate. Staff members requesting a sabbatical leave must have seven (7) years experience in the district, sabbatical leave shall be limited to September 1 to June 30<sup>th</sup>. No more than one (1) staff member shall be entitled to such a leave at any time and application must be made in writing to the Board on or before April 15<sup>th</sup>. Sabbatical leave may not be added to any other leave.

**ARTICLE VII**

**PAID VACATION**

**(FULL TIME SECRETARIES ONLY)**

Full time (12 Month) secretaries are entitled to paid vacations as follows:

Less than one year	1 day per month to a maximum of five (5) days
Beginning first full year:	2 weeks
Beginning year 4	2 weeks plus 1 day
Beginning year 5	2 weeks plus 2 days
Beginning year 6	2 weeks plus 3 days
Beginning year 7	2 weeks plus 4 days
Beginning year 8	3 weeks
Beginning year 13	3 weeks plus 3 days
Beginning year 18	4 weeks

For purposes of this section, the year begins on July 1.

Typically, vacations will be taken during non-school days (days when students are not in attendance) unless at the discretion of the immediate supervisor with written approval of the Superintendent, a vacation will be permitted during the time school is in session. Floating holidays may be added to vacation days (see Article V). Unused vacation days shall be carried over into the next calendar year to a maximum of four (4) days.

## **ARTICLE VIII**

### **SALARIES**

- A. The salaries of all employees covered by this Agreement are set forth in Schedules "A," "B," "C," "D," "E," "F," and "G" which are attached hereto and made a part hereof.
1. Effective July 1, 2009, and retroactive to July 1, 2009, the employees in the unit shall received a 3.25% average increase inclusive of increment.
  2. Effective July 1, 2010, the employees in the unit shall receive a 3.25% average increase inclusive of increment.
  3. Effective July 1, 2011, the employees in the unit shall receive a 3.25% average increase inclusive of increment.
- B. The entire teaching staff may elect to be paid on a ten (10) month basis or in twenty (20) equal semi monthly installments which said election shall be prior to and remain for any subsequent school year.
- C. Employees may individually elect to have ten (10%) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final payday in June or monthly in July and August according to law. Interest on this money shall accrue to the teacher and be paid with the checks in the summer subject to bank regulations.
- D. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
- E. Teachers shall receive their final checks on the last working day in June after completion of their duties. Teachers shall receive the pay schedule for the school year on the first working day of September or the day of the Manual Issue, but in either case, prior to September 15.
- F. Employees shall be paid at the rate of \$33.33 per period for substituting for the 2009-2010 school year, and \$33.33 per period for the 2010-2011 school year and \$33.33 per period for the 2011-2012 school year.
- G. Home instruction shall be paid at the rate of \$41.60 per hour for the 2009-2010 school year and \$41.60 for the 2010-2011 school year and \$41.60 for the 2011-2012 school year.
- H. The nurse and teaching staff shall be compensated for summer work at the rate of \$41.60 per hour for the 2009-2010 school year and \$41.60 for the 2010-2011 school year and \$41.60 for the 2011-2012 school year.
- I. FEA members shall be paid the rate of \$41.60 per hour for the 2009-2010 school year and \$41.60 for the 2010-2011 school year and \$41.60 for the 2011-2012 school year for time spent teaching posted adult courses before or after the hours



of the regular school day:

- J. Effective on or about April 12, 2010, a stipend will be established for the Mandatory Breakfast Program at \$2,400.00 per year, per teacher, prorated on a per diem basis, to be paid to teacher(s) only. The Board reserves the right to assign a teacher(s) and/or staff it with paraprofessionals.
- K. There shall be a stipend of a minimum of \$550 per year paid by the Board for each mentor involved in the mentoring program, which shall be run according to State code.
- L. Members of the Child Study Team shall be compensated for summer work at a per diem rate pursuant to the practice of the Franklin Board of Education (1/200 of annual salary).
- M. Secretaries may receive paychecks prior to vacation. When a payday falls on a secretary's vacation and if the secretary wishes to be paid on a Friday prior to the start to the vacation, this will be accomplished if the secretary notifies the Business Administrator/Board Secretary in writing prior to the first of the month in which vacation falls.

## **ARTICLE IX**

### **INSURANCE PROTECTION**

- A. Present health care benefits shall be continued during the term of this Agreement, Blue Cross/Blue Shield/Major Medical per School Employees Health Benefit Plan.
- B. The Board shall pay the premiums covering full family dental insurance.
- C. Each employee opting out for insurance coverage shall receive the lesser of 25% or \$5,000 of the cost of approved premium and dental coverage two (2) times a year.

## **ARTICLE X**

### **NON-TEACHING DUTIES**

- A. Teachers shall not be required to transport students to extra-curricular activities which take place away from the school; however, teachers sponsoring such activities shall be responsible for arranging with parents or the Administration for transportation of students where bus transport is not available.
- B. Standardized tests will be machine scored if deemed practicable by the Administration.

## **ARTICLE XI**

### **TEACHER EMPLOYMENT**

- A. Each teacher shall be placed on his/her proper step of the salary schedule as of the beginning of each school year in accordance with the following paragraph. A teacher must actually work forty-five (45) days in the school year to be placed on his/her proper step on the salary schedule as of the beginning of each school year.
- B. Placement on the guide for new hires will be negotiated between the new member and the Board. Credit for military leave shall be provided in accordance with N.J.S.A. 18A:29-11.
- C. The FEA and the Board agree in matters of reduction in force that the proper channels as outlined in Title 18A be followed.

## ARTICLE XII

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

(Does not apply to Basic Skills Instructors)

- A. Each teacher shall have at least four (4) teaching periods and two (2) administrative assignments to be entitled to a preparation period during each school year of this Agreement. Additionally, each teacher shall receive a minimum of 205 minutes of preparation time each week, with no preparation period being less than forty-one (41) minutes duration and, where practicable, scheduled one per day. The students will continue to be released at 2:30 p.m. The Board has the right to adjust the teaching schedule in order to allow for emergency/bus schedule change that may be necessary. This schedule change would not alter teacher contact time and would be made in conjunction with a teacher advisory board. All teachers shall be required to be in the school building at least five (5) minutes before student arrival time, and shall be in their respective classrooms or at their assigned stations prior to the time students are scheduled, to report to their classroom for the start of their day (7:55 a.m.).
- B. Present practices with respect to securing substitutes for emergency coverage will be continued. The administration will secure substitutes, whenever practicable, if at least seventy-two (72) hours advance notice of a teacher's absence has been received.
- C. An emergency shall be declared after a bona fide effort to secure a substitute. Bona fide effort shall consist of the teaching staff member notifying the county service and the county service being unable to supply a substitute. Documentation of the county service's inability to supply a substitute will be supplied to the FEA by the Board of Education upon written request of the FEA. Commencing September 1983, the administration, on a trial basis, will survey the teaching staff members in order to determine which staff members desire to substitute, i.e., (a) whenever possible, (b) sometime, or (c) never. The administration will attempt to utilize staff pursuant to their preference but the Board or the administration do not waive their right to direct any teaching staff member to substitute as needed.
- D. Efforts will be made, whenever feasible, to give at least twenty-four (24) hours advance notice and an agenda, if indicated, for after-school meetings except in case of emergency.
- E. FEA members shall not be required to attend more than four (4) after school meetings per month (e.g. faculty meetings, committee meetings).
- F. All teachers shall be required to return to school and participate in three (3) evening meetings annually at times designated by the Superintendent of Schools.
  - 1. Part-time teachers shall teach their teaching periods consecutively.
  - 2. This Section shall also apply to BSI: Part-time teachers/BSI working less than twenty-five (25) hours a week shall receive a twenty (20) minute

preparation period daily, but are not entitled to a lunch period. Part-time teachers/BSI working twenty-five (25) hours or more a week shall receive a thirty (30) minute preparation period daily, but are not entitled to lunch. Part-time teachers/BSI who work less than 27.5 hours per week are not entitled to medical benefits.

3. Part-time teachers who teach full days but less than five (5) days per week will be paid prorated based upon the number of days per week taught (i.e., a teacher working two (2) days per week would receive 0.4 or forty (40%) percent pay. Such a teacher is entitled to a forty-one (41) minute lunch or preparation time).
- G. No teacher shall be assigned more than four (4) weekly (i.e. 20 work days) supervisions in any school year. This does not apply to CST members, Guidance Counselors and the School Nurse. Before school duty will commence at 7:45 a.m.
- H. The teachers' lunch period shall be forty-one (41) minutes in length. Note: To accommodate this extended lunch period, all teachers shall be required to be in the school building at least five (5) minutes before student arrival time and shall be in their respective classrooms or at their assigned stations prior to the time students are scheduled to report to their classroom for the start of their day (7:55 a.m.)

**ARTICLE XIII**  
**TEACHER FACILITIES**

- A. The Board shall provide the following facilities:
1. Space in each classroom in which teachers may store instructional material and supplies.
  2. A furnished room which shall be reserved for the use of the faculty except in emergency situations. Although the faculty shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school custodial staff.
  3. A serviceable desk and chair for the exclusive use of each teacher.
  4. Well-lighted and clean faculty rest rooms, separate from the student rest rooms except in emergency situations.
  5. A separate private dining area for the exclusive use of the faculty when feasible,
  6. Free and adequate off-street parking facilities.
  7. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
  8. A complete and unabridged dictionary in every classroom where necessary as determined by the Administration.
  9. Adequate books, papers, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibilities.
  10. Adequate chalkboard space in every classroom where physically possible. As chalkboards are replaced they shall be replaced with whiteboards.

## **ARTICLE XIV**

### **PAYMENT FOR CREDITS**

#### **CERTIFICATED STAFF (Excludes Basic Skills Instructors)**

- A. The Board of Education agrees to reimburse any staff member at the actual cost of a graduate credit which is taken while his/her contract is in effect at the Franklin School District up to a total of fifteen (15) credits in any one year including the summer months between the effective dates of his/her contract. Three (3) credits will be reimbursed at 100% of the tuition rate per credit at a private college or university; twelve (12) credits will be reimbursed at the going tuition rate per credit at New Jersey State Colleges. Employees presently enrolled in a degree program will be “grandfathered” under the present reimbursement system. Twelve (12) credits must be in the subject field in which he/she is employed or certified and three (3) credits may be out of his/her field.
- B. Payment will be made within forty (40) days of submission of the transcript of the course to the office of the Superintendent.
- C. In the event that the teacher has left the system for any reason, prior to payment, no payment will be made under this policy.
- D. Credits must be taken at an accredited college.
- E. In the discretion of the Superintendent, teachers may be granted one (1) credit towards salary guide placement upon completion of a twelve (12) hour course and/or workshop that has been completed during the school year. Any such credit will be applied only to those courses and/or workshops that the Superintendent has approved in advance, based upon his sole judgment as to whether the course is one which is related to the curriculum being taught at the school, necessary, advisable, and would tend to benefit the district.
- F. Notwithstanding paragraph A of this Article, the Board shall not be required to expend more than the maximum cap of \$35,000 for the entire bargaining unit during the term of this Agreement.
- G. Notwithstanding paragraph A of this Article, any staff member beginning employment in Franklin on or after July 1, 1996 will be entitled to seventy-five (75%) percent tuition reimbursement only. Employees who were employed prior to July 1, 1996 shall continue to receive tuition reimbursement in accordance with paragraphs A-F of this Article.

#### **SECRETARIES**

- A. The Board of Education agrees to reimburse any Association member for credits which are taken while his/her contract is in effect at the Franklin School District. A total of twelve (12) credits in any one year, including summer months between the effective dates of his/her contract, will be allowed. These credits will be reimbursed at 50% of the tuition rate per credit. The maximum rate per credit allowable will be



New Jersey College rate. All credits must be in the field in which he/she is employed.

- B. Payment will be made in the month of September of the following term provided the employee has furnished a transcript of this course to the office of the Superintendent. If a transcript has not been furnished at that time, payment will be made the month following the receipt of the transcript. In the event that the employee has left the system for any reason prior to payment, no payment will be made under this policy. Further, the Board agrees to pay 100% reimbursement for workshops and seminars which have received prior written approval by the Superintendent.

## **ARTICLE XV**

### **EVALUATIONS**

#### **TEACHER EVALUATION**

Non-tenured teaching staff members shall be evaluated by their supervisors at least three (3) times each school year to be followed in each instance by an evaluation report and a conference between the teacher and his/her supervisor for the purpose of identifying deficiencies, extending assistance for their correction, and improving instruction. Each teacher must sign the evaluation that will become part of his/her permanent record. This will signify that the evaluation has been read by the teacher. Any rebuttal by the teacher will be permanently attached to the original evaluation. Tenured teachers, tenured child study team members and tenured Basic Skills Instructors shall be evaluated one (1) time each school year.

#### **PARAPROFESSIONAL EVALUATION**

All paraprofessionals will be evaluated in written form at least once per year. The written evaluation will be reviewed with the paraprofessional by the supervisor who completed the evaluation. The paraprofessional will sign receipt of said evaluation and may write a rebuttal.

#### **SECRETARIES**

Secretaries shall be evaluated one (1) time each school year.

**ARTICLE XVI**  
**TEACHER RIGHTS**

- A. Teachers shall be permitted to leave their school during their lunch periods after notifying the Principal or his/her designee.
- B. Contract for extra-curricular assignment should accompany the teaching contract whenever possible.

## **ARTICLE XVII**

### **REPRESENTATION FEE**

The Franklin Board of Education shall deduct from the pay of all nonmember employees in the unit a representation fee, in lieu of dues, for services rendered by the Franklin Education Association in accordance with N.J.S. 34:13A-5.5.

The representation fee to be paid by nonmembers/fee payers will be determined by an impartial arbitrator in accordance with the law.

On or about the first of November of each year, the Board will submit to the association a list of all employees in the bargaining unit. On or about January 1<sup>st</sup> of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.

The Board will deduct from the salaries of the fee paying unit members the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

The Association will notify the Board in writing of any changes in the list provided and/or the amount of representation fee, and such changes will be reflected in any further deductions as soon as possible after the Board received said notice.

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of this Article. The Association shall intervene in and defend any administrative or court litigation.

**ARTICLE XVIII**  
**MISCELLANEOUS**

A. File

1. A paraprofessional or a secretary shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein once every year. He/she shall have the right to indicate those documents and/or materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, the materials are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. Derogatory Material

No material derogatory to an employees conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be file with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

**SECRETARIES TERMINATION OF EMPLOYMENT AND REDUCTION IN FORCE**

A. Notice of Separation – secretaries shall give thirty (30) days written notice to the Superintendent prior to leaving the position.

B. Any reduction in force will be done on a seniority basis. Should a vacancy arise in a secretarial/clerical position, full consideration is to be granted to the present secretaries in filing vacant positions.

**PARAPROFESSIONALS REDUCTION IN FORCE AND SEPARATION**

A. Reduction in Force

1. The Board retains the full authority to determine the size of its work force. Any decision to lay off paraprofessionals shall be in the Board's complete discretion.

2. In the event the Board determines that a reduction in force is necessary, the Board shall consider such factors as seniority, qualifications, ability, job performance, disciplinary history, actual job experience and parent and/or student relationships.

-If all such factors are equal, as determined by the Board, then the least senior paraprofessionals shall be the first to be laid off.

3. Prior to making any layoffs, the Board agrees to meet the Association for the

purpose of discussing the details of the proposed layoff. It is understood, however, that the final decision as to which paraprofessionals will be laid off rests with the Board.

4. Laid off paraprofessionals shall remain on a recall list for one year. Recall shall be in reverse order from layoff, provided the laid off paraprofessional has the qualifications, ability, and skills necessary to perform the available work as determined by the Board.

5. The Board agrees that no aide will be laid off on less than 60 days notice, or pay in lieu thereof.

**B. Separation**

1. The paraprofessional shall give sixty (60) days notice to the Superintendent prior to leaving the position. In turn, the Board is obligated to give sixty (60) days notice and/or pay to any paraprofessional it will release.

**TENURED STAFF MEMBERS**

The FEA and the Board agree in matters of reduction in force that the proper channels as outlined in the Title 18A be followed.

**ARTICLE XIX**

**SEPARABILITY**

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not effect the remaining portions of this Agreement which shall remain in full force and effect.

**ARTICLE XX**

**DISCIPLINE (Teachers, Child Study Team and Basic Skills Instructors)**

A. No disciplinary action will be taken by the Board for arbitrary or capricious reasons. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

**RATIFICATION AND CONFIRMATION**

This Agreement shall be effective July 1, 2009 and shall continue in effect until June 30, 2012. IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its representatives and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal placed thereon, on the day and year first above written

The parties hereto, by the execution hereof, do ratify, acknowledge, and agree that this contract Agreement dated 04- -10. shall constitute the agreement between the Association and the Board pursuant to Chapter 123, Public Laws of 1974 as amended,

until further modified in accordance with the provisions thereof.

DATED:

**FRANKLIN EDUCATION  
ASSOCIATION**

By: \_\_\_\_\_  
Sue Killacky, Co-President

By: \_\_\_\_\_  
Steven Sandor, Co-President

ATTEST:

**BOARD OF EDUCATION OF THE OF  
FRANKLIN BOROUGH**

William J. Sabo, Secretary

By: \_\_\_\_\_  
Mary Alonso/President

SCHEDULE "A"  
FRANKLIN BOROUGH SCHOOL  
SALARY GUIDE  
2009-10

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA/BA+45</u>	<u>MA+30</u>	<u>MA+60</u>
1	46,840	48,890	50,890	53,210	55,990
2	46,940	48,990	50,990	53,310	56,090
3	47,040	49,090	51,090	53,410	56,190
4	47,240	49,290	51,290	53,610	56,390
5	47,440	49,490	51,490	53,810	56,590
6	47,860	49,910	51,910	54,230	57,010
7	48,570	50,620	52,620	54,940	57,720
8	50,445	52,495	54,495	56,815	59,595
9	52,750	54,800	56,800	59,120	61,900
10	55,455	57,505	59,505	61,825	64,605
11	58,560	60,610	62,610	64,930	67,710
12	62,065	64,115	66,115	68,435	71,215
13	65,970	68,020	70,020	72,340	75,120
14	70,875	72,925	74,925	77,245	80,025
15	76,780	78,860	80,900	83,300	86,155

LONGEVITY<sup>A</sup> – As a part of the annual salary, any person with 15 years of creditable service shall receive an additional \$1,500. This service must be served in the district, and a teacher must complete 15 years before receiving the additional longevity benefit.

LONGEVITY<sup>B</sup> – As a part of the annual salary, any person with 25 years of creditable service shall receive an additional \$2,000 (\$1,500 + \$500). This service must be served in the district, and a teacher must complete 25 years before receiving the additional longevity benefit.



SCHEDULE "B"  
FRANKLIN BOROUGH SCHOOL  
SALARY GUIDE  
2010-11

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA/BA+45</u>	<u>MA+30</u>	<u>MA+60</u>
1	48,020	50,120	52,145	54,390	57,170
2	48,120	50,220	52,245	54,490	57,270
3	48,220	50,320	52,345	54,590	57,370
4	48,320	50,420	52,445	54,690	57,470
5	48,520	50,620	52,645	54,890	57,670
6	48,725	50,825	52,850	55,095	57,875
7	49,395	51,495	53,520	55,765	58,545
8	51,330	53,430	55,455	57,700	60,480
9	53,730	55,830	57,855	60,100	62,880
10	56,530	58,630	60,655	62,900	65,680
11	59,730	61,830	63,855	66,100	68,880
12	63,330	65,430	67,455	69,700	72,480
13	67,330	69,430	71,455	73,700	76,480
14	72,230	74,330	76,355	78,600	81,380
15	78,030	80,130	82,155	84,550	87,405

LONGEVITY<sup>A</sup> – As a part of the annual salary, any person with 15 years of creditable service shall receive an additional \$1,500. This service must be served in the district, and a teacher must complete 15 years before receiving the additional longevity benefit.

LONGEVITY<sup>B</sup> – As a part of the annual salary, any person with 25 years of creditable service shall receive an additional \$2,000 (\$1,500 + \$500). This service must be served in the district, and a teacher must complete 25 years before receiving the additional longevity benefit.

SCHEDULE "C"  
FRANKLIN BOROUGH SCHOOL  
SALARY GUIDE  
2011-12

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA/BA+45</u>	<u>MA+30</u>	<u>MA+60</u>
1	50,095	52,245	54,395	56,545	59,245
2	50,145	52,295	54,445	56,595	59,295
3	50,195	52,345	54,495	56,645	59,345
4	50,245	52,395	54,545	56,695	59,395
5	50,295	52,445	54,595	56,745	59,445
6	50,395	52,545	54,695	56,845	59,545
7	50,495	52,645	54,795	56,945	59,645
8	51,410	53,560	55,710	57,860	60,560
9	53,790	55,940	58,090	60,240	62,940
10	56,585	58,735	60,885	63,035	65,735
11	59,770	61,920	64,070	66,220	68,920
12	63,725	65,875	68,025	70,175	72,875
13	68,310	70,460	72,610	74,760	77,460
14	73,495	75,645	77,795	79,945	82,645
15	79,280	81,430	83,580	85,800	88,655

LONGEVITY<sup>A</sup> – As a part of the annual salary, any person with 15 years of creditable service shall receive an additional \$1,500. This service must be served in the district, and a teacher must complete 15 years before receiving the additional longevity benefit.

LONGEVITY<sup>B</sup> – As a part of the annual salary, any person with 25 years of creditable service shall receive an additional \$2,000 (\$1,500 + \$500). This service must be served in the district, and a teacher must complete 25 years before receiving the additional longevity benefit.

SCHEDULE "D"			
ATHLETIC AND EXTRA-CURRICULAR SALARY GUIDE			
ATHLETIC POSITION	2009-10 0%	2010-11 3.25%	2011-12 0%
Head Soccer	\$3,184	\$3,287	\$3,287
Assistant Soccer	\$2,412	\$2,490	\$2,490
Head Boys' Basketball	\$3,268	\$3,374	\$3,374
Assistant Boys' Basketball	\$2,412	\$2,490	\$2,490
Head Girls' Basketball	\$3,268	\$3,374	\$3,374
Assistant Girls' Basketball	\$2,412	\$2,490	\$2,490
Head Field Hockey	\$3,184	\$3,287	\$3,287
Assistant Field Hockey	\$2,412	\$2,490	\$2,490
Cheerleading	\$3,184	\$3,287	\$3,287
Assistant Cheerleading Coach	\$2,412	\$2,490	\$2,490
Intramural Basketball Head Coach	\$3,025	\$3,123	\$3,123
Intramural Basketball Assistant Coach	\$2,371	\$2,448	\$2,448
STUDENT ACTIVITY POSITION			
Music Director	\$3,302	\$3,409	\$3,409
Student Council	\$3,302	\$3,409	\$3,409
Newspaper Advisor	\$3,302	\$3,409	\$3,409
Yearbook Advisor	\$3,302	\$3,409	\$3,409
School Play Director	\$2,343	\$2,419	\$2,419
Assistant Play Director	\$1,000	\$1,200	\$1,200
OTHER			
I & RS / PAC Chairperson	\$2,343	\$2,419	\$2,419

Schedule "E"  
Salary Guide for  
Basic Skills Instructors

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Mary Jordan	\$25,515	\$26,344	\$27,201
Cathy Toepfer	\$25,515	\$26,344	\$27,201

\*Based on hourly rate of \$35.30 per hour for 2009-10; \$36.45 per hour for 2010-11; \$37.63 per hour for 2011-12 based on a 19.75 hour week.

Schedule "F"  
Salary Guide for  
Paraprofessionals

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
	3.25%	3.25%	3.25%
Diane Brown	\$27,077	\$27,957	\$28,866
Cheryl Dahl	\$13,592	\$14,034	\$14,490
Mary Ann Davidowsky	\$27,077	\$27,957	\$28,866
Nan DeVore (4/30/10 last day paid)	\$17,682		
Sherrie Douglas, P/T	\$ 8,903	\$ 9,193	\$ 9,491
Eileen Kopec	\$21,795	\$22,503	\$23,235
Joanne Labance	\$27,077	\$27,957	\$28,866
Louann Litteral	\$13,990	\$14,445	\$14,915
Lisa Napovier	\$13,592	\$14,034	\$14,490
Harriet Panagakis	\$13,592	\$14,034	\$14,490
Mary Payton	\$ 8,504	\$ 8,780	\$ 9,065
Sharon Searles	\$19,272	\$19,898	\$20,545
New Paraprofessionals*	\$13,460	\$13,763	\$14,073

New P/T Paraprofessional Salary guide placement of new full time paraprofessional  
6.5 hours per day x 183 days per year

Paraprofessionals approved as a substitute teacher or substitute nurse shall receive a \$3,000 stipend in year one, two and year three of this contract, prorated on an annual basis in addition to their base pay (cited above).

\* The salary for new hires shall be increased at a rate of 1% less than the percent increase for paraprofessionals on the guide above.

Schedule "G"  
Salary Guide for  
Secretaries

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
	3.25%	3.25%	3.25%
Christine Napovier Secretary to Child Study Team	\$31,484	\$32,507	\$33,564
Judith Goldsworthy Secretary to Guidance/Receptionist	\$39,684	\$40,974	\$42,306
Donna Mangine Secretary to Principal	\$30,880	\$31,884	\$32,920
Connie Cholminski Part-time Child Study Team Secretary	\$ 9,341	\$ 9,645	\$ 9,958
Note: New Hires*	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Full time secretaries will begin At <u>no less than</u>	\$30,581	\$31,269	\$31,973

And

New part-time secretaries will be prorated on this base salary.

\*The salary for new hires shall be increased at the rate of 1% less than the percent increase for secretaries on the guide above.

LONGEVITY – Any secretary covered by this agreement shall receive a longevity benefit based on the following schedule with regard to service in the district. The benefit will be added to the annual salary but will not become part of the base salary.

Entering 15<sup>th</sup> year – Longevity stipend = \$800

