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

July 1, 2011

to

June 30, 2014

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FRANKLIN LAKES SCHOOL DISTRICT

BOARD OF EDUCATION

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Mr. Joseph Conti

Mr. Richard Koenigsberg

Mr. Larry Loprete

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Ms. Susan McGowan

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ARTICLE I

RECOGNITION

A. RECOGNITION OF ASSOCIATION MEMBERSHIP

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for Teachers, Instructional Aides, and Secretaries under contract with the Board.

1. TEACHERS DEFINED

Unless otherwise indicated, the term "Teachers," when used hereinafter in this Agreement, shall refer to all certificated professional employees represented by the Association in the negotiating unit as above defined, and references to Teachers shall be gender neutral.

2. INSTRUCTIONAL AIDES DEFINED

Unless otherwise indicated, the term "Instructional Aides," when used hereinafter in this Agreement, shall refer to para-educators and licensed practical nurses/aides represented by the Association in the negotiating unit.

3. SECRETARIES DEFINED

The term "Secretary" shall refer to all office employees who have the responsibility of office routines, maintaining files, receiving and routing phone calls, maintaining school records and other responsibilities associated with this clerical position. The term "Secretary" shall include ten (10) month Secretaries, and twelve (12) month Secretaries. For purposes of this Agreement, it will include Secretaries in the schools and the Department of Special Services as defined above, but will not include Secretaries or office personnel at the Board of Education office, nor the General Office Aides.

B. USE OF THE TERM EMPLOYEE

The term "Employee" shall refer to all Teachers, Instructional Aides and Secretaries represented by the Association in the negotiating unit as above defined.

C. EMPLOYEES ENTITLED TO BENEFITS

Employees working more than twenty-two and one half (22.5) hours per week are entitled to receive benefits as specified in Article XIX.

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D. EXCLUSIONS:

General office aides, central office employees, lunch aides, custodial employees, consultants, regional employees, non-teaching technical support staff, non-certificated school nurses and daily substitutes.

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ARTICLE II

NEGOTIATION PROCEDURE

A. COLLECTIVE NEGOTIATIONS TERMS

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on the terms and conditions of employees' employment.

Such negotiations shall begin not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all parties covered by this agreement, be reduced to writing, be signed by the Board and the Association, and be adopted after ratification by membership of the Association and the Board.

B. AVAILABILITY OF PUBLIC RECORDS FOR NEGOTIATIONS

During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all matters of public record of the Franklin Lakes School District.

C. SELECTION OF NEGOTIATING REPRESENTATIVES

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.

D. ADMINISTRATION AND AMENDING AGREEMENT

1. Representatives of the Board and the Association's negotiating committee shall meet when necessary or at the request of either party upon at least one week's notice for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Each party shall submit to the other, at least four (4) days prior to the meeting, an agenda covering matters they wish to discuss.
3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and be signed by the Board and the Association, after the amendment has been submitted to the Board and Association for approval.

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E. DURATION OF AGREEMENT

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to neither eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

F. ASSOCIATION'S SOLE POWER TO NEGOTIATE

The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement with any organization other than the Association for the duration of this Agreement.

G. EXTENT OF MATTERS INCORPORATED IN AGREEMENT

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

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

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ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

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

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions or employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limited set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Any individual employee shall have the right to appeal the application of policies and administrative decisions affecting him/her through recognized administrative channels.
4. In presenting his/her personal professional grievances, the employee shall be assured freedom from prejudicial action in presenting his/her appeal.
5. The employee shall have the right to present his/her own appeal or to designate representatives of the Association or another person of his/her

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own choosing to appear with, or for, him/her at any step in his/her appeal.

D. STEPS

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

Step 1. Supervisor

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

Step 2. Superintendent and Grievance Committee

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

Step 3. Board of Education Via Board Secretary

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

Step 4. Arbitration Teachers

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

Step 4. Arbitration Instructional Aides and Secretaries

- (a) In the event that the determination of the Board shall be deemed unsatisfactory by the Association, within ten (10) school days after receiving the Board's decision the Association or the Board may refer, at shared expense, the matter to Advisory Arbitration in accordance with the Rules and Procedures of the Public Employment Relations Commission.
 - (b) Advisory arbitration under this article shall apply only to administrative decisions which contravene or misapply Board policy or the provisions of this agreement, and to any other misinterpretation, misapplication or violation of Board policy or this agreement, and no grievance shall be arbitrable that involves voluntary or involuntary transfers and reassignments, the non-renewal of Instructional Aides and Secretaries, any other prerogatives of management, which have been identified by PERC, the Courts, and such, or any matter for which a method of review is provided in the Division of Controversies and Disputes under the Commissioner of Education.
- E. Any grievance not presented in writing within twenty (20) school days after the grievant knew or should have known of the event or events upon which the claim is based, shall conclusively be deemed waived by the grievant or grievants.

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ARTICLE IV

EMPLOYEE RIGHTS

A. RIGHTS OF MEMBERSHIP IN ASSOCIATION

Pursuant to Chapter 123 Public Laws of 1974, the Board hereby agrees that every employee under contract to the Board shall have the right to freely organize, join and support the association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123 Public Laws of 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. RIGHTS GRANTED BY NEW JERSEY LAW

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. RIGHT TO WEAR IDENTIFICATION OF MEMBERSHIP

Employees shall be permitted to wear pins or other identification or membership in Association or its affiliates in accordance with law.

D. RIGHT TO ASSOCIATION REPRESENTATION

Whenever any employee is required to appear before the Board or any committee thereof or an administrator concerning any matter which could adversely affect the continuation of that employee's position or employment, or the salary or any increments pertaining thereto, or in any other disciplinary action, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise, and represent, him/her during such meeting or interview if the employee requests representation. This rule shall only apply to meetings or interviews which may reasonably result in discipline and shall not apply to non-disciplinary meetings or interviews, including, but not limited to, meetings or interviews involving observation, evaluations, professional improvement plans, general discussion of district policies and rules, the giving of instruction or training and needed corrections of work technique or to review progress and improvement with the employee where the imposition of discipline has already been determined.

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ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

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

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ARTICLE VI

WORK HOURS AND WORK LOAD

A. TEACHING HOURS AND TEACHING LOAD

1. REPORTING TO WORK

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

2. TEACHER DAY

The total in school teacher day will not exceed seven (7) hours with the exception of Morning Supervision, including a duty free lunch period of a minimum of forty-five (45) minutes for elementary Teachers and a minimum of forty (40) minutes for middle school Teachers. The Board will give consideration to reducing the student day within the limitations imposed by transportation schedules and cost.

On minimum days, Teachers shall be entitled to a twenty (20) consecutive minute duty-free lunch period.

MORNING SUPERVISION

Twice during the school year for twenty (20) days each, twenty percent (20%) of the Teachers in each elementary school building, the High Mountain Road School, Colonial Road School and Woodside Avenue School (hereinafter referred to as the "Elementary Schools") will be scheduled to arrive an additional ten (10) minutes earlier than the contractual day for non-instructional student supervision (non-meeting) time.

AFTERNOON SUPERVISION

Teachers working in the elementary schools shall provide for non-instructional, student supervision for fifteen (15) minutes after the close of the school day (hereinafter referred to as "Afternoon Supervision"), for a period of twenty-six (26) days per school year, the school year being defined as one hundred and eighty (180) days for purposes of such Afternoon Supervision. Each twenty-six (26) day period of Afternoon Supervision shall be considered a "cycle", and each school year shall consist of seven (7) cycles.

At least two (2) teachers at the Franklin Avenue Middle School (hereinafter referred to as "FAMS") shall be asked to volunteer for Afternoon Supervision. However, if fewer than two (2) FAMS Teachers

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volunteer to perform Afternoon Supervision during a given cycle, then the Principal shall assign two (2) FAMS Teachers Afternoon Supervision for that cycle. The FAMS Principal also reserves the right to assign up to four (4) Teachers per cycle if he or she determines the assignment is necessary to address the health or safety needs of the FAMS.

3. REPORTING TO CLASSROOMS OR OTHER DESIGNATED AREAS

Teachers shall be required to report for duty in their classrooms or other area designated by the administrator at least five (5) minutes before the opening of the pupils' school day. The elementary school Teachers shall be required to not leave sooner than fifteen (15) minutes after the close of the school day. The FAMS Teachers shall be required to not leave sooner than ten (10) minutes after the close of the school day. The Board encourages Teachers to extend their work day beyond the student day whenever this would benefit their students or further their own professional development. These fifteen (15) minutes for elementary school Teachers and ten (10) minutes for FAMS Teachers shall be Teacher Professional time.

4. PREPARATION TIMES

(a) Teachers shall, in addition to their lunch period, have daily preparation time of one full period consisting of a minimum of forty (40) consecutive minutes during which they shall not be assigned to any other duties. Exceptions to this provision may be made only in cases of emergency.

(b) USE OF PREP FOR CLASS COVERAGE

When a substitute cannot be obtained to cover a class from which the regular Teacher shall be absent, the Administrator may assign another Teacher to cover the class during the Teacher's preparation time or such other available time as may be voluntarily designated by the Teacher. Teachers may voluntarily designate preparation periods, duty free lunch or other available time they would use to provide coverage by notifying the building administrator. Teachers shall be paid \$30 for covering a forty to forty-five (40-45) minute class period. Payment of Teachers for class coverage during preparation time shall be prorated to reflect the length of the class covered.

5. MIDDLE SCHOOL PERIODS

(a) Two (2) periods per day at FAMS will be either administrative and/or duty periods. Administrative and Duty periods will be split equally (50% each) over a two-week period of time and no more than fifty percent (50%) will be of one kind.

The types of administrative assignments that may be assigned to middle school Teachers during non-teaching periods and limitations on the same, shall be as follows:

- (1) Collaborative planning – 1 day/week per collaborative class
- (2) Parent conference/communication
- (3) Staff development
- (4) Pre/post observation conference
- (5) IEP meetings
- (6) Review/reading student IEP/504
- (7) Mentoring of Teachers
- (8) Team leader, coordination meetings, grade level meetings and team planning
- (9) Peer visitations
- (10) PLAAF writing
- (11) Curriculum work – feedback, collaboration and input for the curriculum committee may be done during this period
- (12) Administrative meetings – shall not exceed more than ten (10) per year.

Class coverage during administrative period – shall not exceed more than ten (10) total per school year, nor more than two (2) per month. Any coverage exceeding ten (10) per year or two (2) per month shall be compensated at the agreed upon rate as outlined in Article VI(A)(4)(b). Administrative periods shall not be used for bus duty, hall duty, lunch duty or student assistance, but the administrative period may be exchanged for a preparation period in the case of an extreme emergency. In no case shall said exchange exceed ten (10) per year as outlined above.

The types of duty assignments that may be assigned to middle school Teachers during non-teaching periods shall be as follows:

- (1) Student assistance
- (2) Lunch duty
- (3) Alternate lunch duty
- (4) Bus duty
- (5) Attendance
- (6) Hall duty
- (7) Locker duty

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(8) Lunch detention

- (b) When middle school Teachers are mandated to teach more than one thousand one hundred (1,100) minutes per week or more than two hundred twenty (220) minutes per day, they shall be compensated at the rate of their base salary divided by one thousand (1,000), divided by forty (40) (minutes), multiplied by the number of extra minutes (with "extra minutes" being defined as minutes in excess of one thousand one hundred (1,100) per week multiplied by the number of weeks per years) taught per year. Teachers who are mandated must be compensated at no less than the rate of pay for teachers who volunteer as defined in Article VIII(G)(1).

For those Teachers who are not mandated to teach more than 1,100 minutes per week or more than two hundred twenty (220) minutes per day, they may volunteer for additional periods at the agreed upon contractual rate defined in Article VIII(G)(1).

- (c) All FAMS Teachers will be assigned a maximum of two hundred twenty (220) teaching minutes and will be compensated for any work above the two hundred twenty (220) minutes. All FAMS Teachers will receive one (1) period in each work day of no fewer than forty (40) minutes for each of the following: Lunch, Duty, Administrative, and Preparation.

6. COLLABORATIVE TEACHING PERIOD

- (a) Collaborative Teachers shall receive one (1) additional planning period per week per collaborative subject.
- (b) Teachers who collaborate in language arts for ten (10) periods per week shall receive two (2) weekly planning periods, which may be within the school day, but not during their regular preparation period. One (1) planning period will be provided within the school day and the second planning period shall be outside the contractual day, in-school before the opening of the pupils' school day or after the close of the school day, for which the Teachers shall be compensated at the rate of \$45 per Teacher, per second planning period per week. If the Teachers and administrator consent, both weekly planning meetings may occur outside the school day.
- (c) The number of planning periods will be capped at two (2) per week for collaborative language arts Teachers who teach from ten (10) to fifteen (15) periods per week of language arts collaboratively.

7. CHILDREN WITH AUTISM IN PUBLIC SCHOOLS PROGRAM

Teachers in the Children with Autism in Public Schools (CAPS) Program shall have a duty free lunch and prep period each day. When Teachers miss a prep period due to home visits or training, they will be

reimbursed. When Instructional Aides miss their recording time due to training, they will be reimbursed for their time or they will be provided with equivalent comp time. Teachers will be reimbursed for mileage related to home visits and training according to the New Jersey State Accountability regulations.

8. MINIMUM DAYS BEFORE HOLIDAYS

The annual school calendar will provide minimum school days for Teachers and Instructional Aides prior to the Thanksgiving and Holiday recess.

9. MANDATORY MEETINGS

The following meetings shall be considered mandatory for Teachers:

Back to School Night

One (1) evening parent/teacher conference. On this evening conference day, there shall be a minimum day for Teachers.

FAMS – Graduation and one (1) additional evening meeting or activity. The Superintendent shall determine the additional evening meetings to which Teachers may be assigned on an equitable rotating basis. On the day of Graduation, there shall be a minimum day for FAMS Teachers.

All other evening meetings shall be considered voluntary.

10. STAFF/CURRICULUM MEETINGS

Teachers shall make available four (4) afternoons per year, fifteen (15) minutes after the close of the teacher school day, for the purpose of after-school staff and/or curriculum development that is in addition to the schools' monthly faculty meeting. Three (3) of the four (4) sessions will be maximum of two (2) hours in length. One (1) of these sessions will be designated by a Staff/Curriculum Committee as voluntary and optional on the part of the Teacher for a maximum of one and one-half (1.5) hours. The dates will be set by the Superintendent after consultation with the Committee at the beginning of each school year.

11. PROFESSIONAL DAYS

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

12. FLEXIBLE SCHEDULE

Teachers may be required to work a flexible schedule. The flexible schedule is subject to annual review and approval by the administrator. In those cases, the Teachers' in-school workday shall be at least seven (7) hours. A Teacher assigned to work a flexible schedule may be

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assigned to begin work forty-five (45) minutes before the regular day. Child Study Team and Guidance personnel may volunteer to accept assignments which would allow their work day to end no later than forty-five (45) minutes after the student day. Flexible scheduling shall not take place on days when faculty/staff/curriculum development meetings are scheduled or, if they are, the Teacher shall be excused from attending.

13. TEACHERS – NEW HIRES

Teachers new to the district will attend three (3) days of orientation prior to the start of the school year. New Teachers will be compensated at the rate of \$100 per day. New Teachers shall be required to attend five (5) one-hour meetings beginning fifteen (15) minutes after the school day during their first year.

14. TEACHER CONFERENCE TIME

In addition to the usual workday, Teachers shall be available for two (2) thirty-minute time periods per month to take place in different weeks, for the purpose of providing parent/guardian conferences. At the beginning of the school year, the Teacher shall select the two (2) time periods to occur one before and one after the school day that is convenient to the Teacher. These times must be contiguous with the scheduled contractual day. It will not be necessary for a Teacher to report for these conference times unless a parent/guardian has requested such meeting with the Teacher no later than two (2) o'clock on the previous school day. Teachers shall distribute notice of their availability for these meeting dates at Back-to-School Night. This parent/guardian conference time is not cumulative month to month and cannot be used for any other purpose by Administration. If a Teacher works zero period or flex time, they will schedule their sessions after their school day ends. Teachers shall post their availability for conferences once in September and once in January.

15. INDIVIDUALIZED EDUCATION PROGRAM PREPARATION TIME

Special Education Teachers shall receive one (1) professional day annually for Individualized Education Program ("IEP") writing. The selected day shall be approved by their administrator.

B. INSTRUCTIONAL AIDE HOURS AND INSTRUCTIONAL AIDE LOAD

1. REPORTING TO WORK

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

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2. INSTRUCTIONAL AIDE DAY

The total school day for an Instructional Aide will not exceed seven (7) hours. Instructional aides shall have a daily duty free lunch period of a minimum of forty (40) minutes at FAMS and a minimum of forty five (45) minutes at the elementary schools. This will be an uninterrupted lunch period. If an emergency arises, the Instructional Aide will be compensated for the time taken from his/her lunch period. An emergency, for purposes of this provision, shall include any unusual conditions caused by any circumstances or situation including, but not limited to, shortages in the personnel of the school district caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby, the safety of the students is endangered or imperiled, as shall be determined in the sole discretion of the superintendent or administrator.

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

3. TEN (10) MINUTE BREAK

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

4. INSTRUCTIONAL AIDES CALENDAR YEAR

Instructional Aides will work the same calendar as that of a Teacher. Instructional Aides in the Children with Autism in Public Schools (CAPS) Program shall have an eleven (11) month work calendar. On parent-teacher conference days, the Instructional Aide will attend conferences as determined by the Administration. For the balance of time, he/she will participate in relevant in-service. Such in-service programs will be developed by the administration. Instructional Aides may also submit topics for in-service which will require approval by the administration. If there is no in-service provided by the administration then the Instructional Aides will be relieved of this assignment.

C. INSTRUCTIONAL AIDES - NEW HIRES

Instructional Aides new to the district will attend three (3) days of orientation/training prior to the start of the school year. New Instructional Aides will be compensated at the rate of \$70 per day. New Instructional Aides shall be required to attend five (5) one-hour meetings beginning fifteen (15) minutes after the school day during their first year.

D. REDUCTION IN FORCE (RIF)

When deciding upon a reduction-in-force of Instructional Aides with five (5) or more years of service to the district, consideration shall be given to performance evaluations, length of service, attendance record, contributions to

the district, and skills needed to perform expected job requirements. If an Instructional Aide is to be reduced, that person shall have the opportunity to meet with the Superintendent to discuss reasons for the recommendation of non-renewal. The Board of Education has the final decision in the matter and may be addressed by the Instructional Aide if that person so desires.

E. SECRETARY HOURS AND SECRETARY LOAD

1. REPORTING TO WORK

As professionals, Secretaries 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.

2. SCHOOL DAY AND LUNCH PERIOD

The total school day for a Secretary will not exceed eight (8) hours.

Secretaries shall have a daily duty free lunch period of a minimum of one (1) hour. This will be an uninterrupted lunch period. If an emergency arises, the Secretary will be compensated for the time taken from his/her lunch period. An emergency, for purposes of this provision, shall include any unusual conditions caused by any circumstances or situation including, but not limited to, shortages in the personnel of the school district caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby, the safety of the students is endangered or imperiled, as shall be determined in the sole discretion of the superintendent or administrator.

On minimum days before holidays Secretaries shall be entitled to a twenty (20) minute duty free lunch.

3. TEN (10) MONTH SECRETARIES' WORK CALENDAR

Ten (10) month Secretaries' work calendar shall be from September 1 to June 30.

A ten (10) month Secretary may work during the summer months and receive an equal number of comp days to be taken during the school year or shall be compensated for each remaining day worked according to his/her daily pro-rated salary.

Secretaries shall have all school holidays plus the December holiday recess, and either the winter recess or the spring recess. Comp days and selection of winter or spring recess for vacation time shall be selected by the Secretary and approved by the administrator at least sixty (60) days prior to the winter recess.

4. TWELVE (12) MONTH SECRETARIES' WORK CALENDAR

Twelve (12) month Secretaries shall have the following paid vacations:

Years In District Employment	Number Of Vacation Days
1 to 5	Fifteen (15) days
6 to 10	Twenty (20) days
11+	Twenty-two (22) days

In addition to vacation days, twelve (12) month Secretaries shall have all school holidays plus July 4th, Labor Day, December holiday recess, and either winter or spring recess. The administrator shall inform the Secretary of the recess to be worked at least sixty (60) days prior to the winter recess.

ARTICLE VII

EMPLOYMENT

A. TEACHER EMPLOYMENT

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

Non-tenured Teachers who receive notice of non-renewal for the next school year subsequent to May 15 shall be given sixty (60) days severance pay from the date the notice was given.

Non-tenured Teachers whose contracts are terminated during the course of the academic year shall receive severance pay or work for sixty (60) days, at the option of the Board.

Teachers terminating their employment shall provide the Board with a minimum of sixty (60) days' notice.

B. INSTRUCTIONAL AIDE EMPLOYMENT

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

Instructional aides whose contracts are terminated during the course of the academic year shall receive severance pay or work thirty (30) days at the option of the Board.

Instructional aides terminating their employment during the course of the year shall provide the Board with thirty (30) days notice.

C. SECRETARY EMPLOYMENT

Secretaries shall be notified of their contract and salary status for the ensuing year no later than May 15.

Non-tenured Secretaries whose contracts are terminated during the course of the academic year shall receive severance pay or work thirty (30) days at the option of the Board.

Secretaries terminating their employment during the course of the year shall provide the Board with thirty (30) days notice.

ARTICLE VIII

SALARIES

A. SALARY SCHEDULES

The Salaries of all Teachers covered by this Agreement are set forth in Schedule "A-1". The salaries of all Instructional Aides covered by this Agreement are set forth in Schedule "A-2". The salaries of all Secretaries covered by this Agreement are set forth in Schedule "A-3". These salary schedules are attached hereto and made a part hereof. The salary adjustment for Teachers, Instructional Aides and Secretaries will be 2.0% for the 2011-2012 school year, 2.25% for the 2012-2013 school year, and 2.5% for the 2013-2014 school year. The salaries for the 2010-2011 school year shall be retroactive to July 1, 2011.

B. SALARY PAYMENT PLANS

1. Employees have the option of selecting either a twenty (20) payment plan or a twenty-four (24) payment plan.

All employees will receive their paycheck by direct deposit.

2. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
3. Employees shall receive their first paycheck in September of each year on the first Friday after returning to school. Employees shall receive their final checks on the last working day in June.

C. STIPEND POSITIONS

Stipend positions covered by this Agreement are set forth in Schedule B and are open to all employees, except for positions requiring certification.

D. WITHHOLDING OF INCREMENT PROCEDURE

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

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

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

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conference unless the ten (10) school days have elapsed without the written request from the Teacher.

2. Should the Superintendent forward a recommendation to the Board for withholding an increment, the affected Teacher shall receive written notice of such a recommendation.
3. Following such a recommendation by the Superintendent, arrangements shall be made to afford the Teacher a reasonable opportunity to speak in his/her own defense before the Board. In order to have such an opportunity, the Teacher must, within ten (10) school days after receipt of the written notice from the Superintendent, request in writing a meeting with the Board in closed session. Both parties will use their best efforts to submit any information to be presented during the hearing to the other party two (2) days prior to the meeting.
4. The Board shall be given a reasonable opportunity, following the meeting with the Teacher, to deliberate. Should the resultant action of the Board be to withhold the increment, the Board shall, within ten (10) school days, give written notice of the action, and the reason to the Teacher concerned.
5. When an increment is withheld, the Teacher will not advance to the next higher step on the salary guide for the next contract year. Withholding an increment will not prevent the Teacher moving from the BA to the MA guide, or from the MA to the MA+30 guide if the Teacher has satisfactorily completed the degree requirements. Placement on the higher degree guide will be at the same relative step.
6. Should the Teacher who was deprived of an increment subsequently perform satisfactorily for the next two successive contract years including the year of deprivation, the Board may restore the Teacher to the salary step that the Teacher would otherwise have attained had there not been a withholding of increment. The increment may be restored earlier at the recommendation of the Superintendent with the approval of the Board.
7. The Teacher shall have the right to present his/her own appeal or to designate representatives of the Association or another person of his/her own choosing to appear with him/her at any step in this procedure.

E. PART-TIME TEACHERS' SALARY SCHEDULE

1. All part-time Teachers employed by the Board shall be paid prorated salaries as determined by the number of days they are in the District in relation to a full week, e.g. a Teacher who works two (2) days a week is 2/5 time or .4 contract. A Teacher who works four (4) days a week is 4/5 time or .8 contract. Any portion that might not fall on a full day will be prorated on that basis.

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2. Part-time Teachers who are employed for less than a full day, shall have their preparation period, lunch period, and supervisory duties pro-rated based on the above method, e.g. a 2/5 time Teacher is entitled to the equivalent of 2/5 of the preparation periods, lunch periods and supervisory duties of a full time Teacher. A part-time Teacher whose schedule requires a full day, but less than a full week, shall receive a preparation period, lunch period, and supervisory duties equal to that of a full time Teacher for each day worked.
3. Part-time schedules shall be developed by immediate supervisors or the Superintendent.

F. PART-TIME INSTRUCTIONAL AIDES' SALARY SCHEDULE

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

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

2. Part-time Instructional Aides who are employed for less than a full day, shall have their lunch period prorated based on FTE. A part-time Instructional Aide whose schedule requires a full day, but less than a full week, shall receive a lunch period equal to that of a full-time Instructional Aide for each day worked.
3. Part-time schedules shall be developed by immediate supervisors or the Superintendent.

G. ADDITIONAL INSTRUCTIONAL PERIOD ASSIGNMENTS

1. IN LIEU OF A PREPARATION PERIOD

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

All such additional instructional periods worked must be full periods.

Teachers chosen to work the additional instructional period shall be allowed to work between one (1) and five (5) periods per week. No Teacher shall be permitted to work more than five (5) additional instructional periods per week or more than one (1) additional instructional period per day.

Teachers at FAMS working five (5) additional instructional periods per week shall be compensated in accordance with the following formula, and Teachers working fewer than five (5) additional instructional periods shall be compensated on a pro-rated basis in accordance with the following formula, where "x" is equal to the number of teaching minutes above two hundred twenty:

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$$\frac{\$8000}{1} * \frac{x}{40}$$

Teachers at the elementary schools working five (5) additional instructional periods per week shall be compensated at the annual rate of \$8,000. Teachers at the elementary schools working fewer than five (5) additional instructional periods per week shall be compensated on a pro-rated formula based on the annual rate of \$8,000.

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

2. ZERO PERIOD

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

All such additional instructional periods worked must be full periods.

Teachers chosen to work the additional instructional period shall be allowed to work between one (1) and five (5) periods per week. No Teachers shall be permitted to work more than five (5) additional instructional periods per week or more than one (1) additional instructional period per day.

Teachers at FAMS working five (5) additional instructional periods per week shall be compensated in accordance with the formula set forth in Article VIII(G)(1) above. Teachers at FAMS working fewer than five (5) additional instructional periods per week shall be compensated on a pro-rated basis in accordance with the formula set forth in Article VIII(G)(1) above.

Teachers at the elementary schools working five (5) additional instructional periods per week shall be compensated at the annual rate of \$8,000. Teachers at the elementary schools working fewer than five (5) additional instructional periods per week shall be compensated on a pro-rated formula based on the annual rate of \$8,000.

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

ARTICLE IX

LONGEVITY

A. LONGEVITY SCHEDULE

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

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

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

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

B. LONGEVITY PAYMENT PLAN

The amount of the service increment shall be added to the employee's annual regular salary and paid as part of the regular salary plan.

C. LONGEVITY FOR PART-TIME EMPLOYEES

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

ARTICLE X

EMPLOYEE ASSIGNMENT

A. NOTICE OF ASSIGNMENT

All employees shall be given written notice of their grade level and/or subject assignments, building assignments, and room assignments as soon as practicable.

B. REVIEW OF DAILY SCHEDULES

The Administration shall share schedules with the Association prior to beginning of school year.

C. TRAVEL AMONG SCHOOLS

1. Schedules of employees who are assigned to more than one (1) school shall be arranged so that no such employee shall be required to engage in an unreasonable amount of inter-school travel. Such employees shall be notified of any changes in their schedules as soon as practicable.
2. Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel; at the official New Jersey rate per mile, as established by the New Jersey Office of Management and Budget, for all driving done after arrival at the first location at the beginning of their work day in the performance of their duty.
3. Teachers shall have fifteen (15) minutes traveling time between schools.

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ARTICLE XI

VOLUNTARY TRANSFERS AND ASSIGNMENTS

A. POSTING OF AVAILABLE POSITIONS

The Superintendent shall deliver to the Association and post in all school buildings a list of the known employment vacancies as they occur during the school year.

B. REQUEST FOR CHANGE OF ASSIGNMENT

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building for the following school year may file a written statement of such desire with the Superintendent by April 1. Such statement shall include the grade(s) and/or subject(s) to which the Employees desire to be transferred, in order of preference.

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

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

ARTICLE XII

**INVOLUNTARY TRANSFERS
AND
REASSIGNMENTS**

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

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ARTICLE XIII

LIAISON COMMITTEE

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

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

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ARTICLE XIV

SICK LEAVE

A. NUMBER OF SICK DAYS

1. Accumulative sick leave with pay will be allowed to regular full time employees. Sick leave will consist of twelve (12) school days annually for all ten (10) month and eleven (11) month employees and fourteen (14) days annually for twelve (12) month employees. Part-time employees shall also be entitled to a prorated amount of accumulative sick leave, which reflects their proportionate level of employment.

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

2. Part-time employees shall be deemed to use sick leave during their employment at a prorated rate, which reflects their current proportionate levels of employment.
3. Employees must notify the administrator or his/her designee of their illness.

B. ACCUMULATIVE SICK LEAVE

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

\$20 per day for full time up to a maximum of one hundred (100) full-time days of unused sick days

\$35 per day for 101 to a maximum of two hundred (200) full-time days of unused sick days

\$40 per day above two hundred (200) full-time days of unused sick days

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

Upon retirement, Instructional Aides and Secretaries will be granted remuneration at a rate of: \$30 per day for full time up to a maximum of 100 full-time days of unused sick days.

For sick leave payout amounts in excess of \$2,500, payout must be taken as a post retirement benefit (one day) and deposited into a tax-sheltered account. For amounts that do not exceed \$2,500, employees may elect direct payment.

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C. SURVIVOR BENEFITS OF ACCUMULATIVE SICK LEAVE

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

D. SICK DAY BANK

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

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

In the event that the Board and Association agree to dissolve the Bank for whatever reason, all days left in the Bank will be divided equally by the Teachers in the district.

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

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

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

If in the judgment of the Association Executive Board the Teacher qualifies, the Association Executive Board shall submit the request to the Board of Education. If the Board of Education agrees with the Association Executive Board, the Board of Education will arrange payment to the Teacher. If the Board of Education rejects the request, the Board of Education will notify the Association Executive Board.

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

E. BOARD OF EDUCATION EXTENSION OF SICK LEAVE

In the event that a Teacher uses all of his or her sick days and there are none available from the Sick Day Bank, then the Board of Education will have the

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sole power to decide, based on the merits of the case, whether or not any assistance in the form of extension of sick day benefits will be granted.

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

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

A. FAMILY ILLNESS LEAVE

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

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

B. BEREAVEMENT LEAVE

In the case of death in the immediate family, defined as husband, wife, civil union partner, registered domestic partner, father, mother, step-father, step-mother, child, step-child, sister, brother, grandmother, grandfather, grandchild, father-in-law, mother-in-law, son-in-law and daughter-in-law, an employee may be granted not more than three (3) days of absence with full pay, these days shall not be deducted from the twelve (12) days allowable for an illness or accident. Employees must notify administrators or his/her designee of their absence.

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

C. PERSONAL ABSENCE

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

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

1. PERSONAL DAYS WITHOUT REASONS

Employees shall be granted up to three (3) non-cumulative personal days with pay, two (2) with reason and one (1) without reason. Personal days in excess of three (3) for employees may be approved at the discretion of the Superintendent under extraordinary circumstances and upon reasonable notice. Teachers who perform Afternoon Supervision,

as defined in Article VI(A)(2) shall be granted one (1) non-cumulative personal day with reason and two (2) non-cumulative personal days without reasons.

- a. In the case of an Emergency Personal Day, the employee will notify the administrator or his/her designee as soon as possible and complete the required reporting process when the employee returns to work.
- b. Once an employee is notified of non-renewal of contract, then all remaining personal days are forfeited.
- c. If Personal Days are not all used by the end of June and none have been used in May or June, then the employee will be paid a total amount of \$25.

2. PERSONAL DAYS WITH REASONS

If the personal days of Employees require stated reasons for an absence and approval by and through the administrator and superintendent, application shall be made at least seven (7) days before taking such personal leave (except in the case of extreme emergencies).

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

- a. Moving day
- b. Court appearance
- c. Appearance at Internal Revenue Bureau
- d. Entering and bringing home a child or step-child in college
- e. Attending the graduation or the wedding of a member of the immediate family.
- f. Attending one's own wedding
- g. Attendance at a ceremony at which an Employee or a member of the immediate family (husband, wife, civil union partner, registered domestic partner, or child, step-child) will be the recipient of some distinctive award or honorary degree or will be sworn into high public office.
- h. Official Association business to be conducted by the Association President
- i. Closing on property

- j. The President of the Association will get an additional personal day to conduct Association business at the discretion of the Superintendent
 - k. Emergency Personal day
 - l. Religious holiday or event
 - m. Bereavement
 - n. Personal school business relating to a child or step-child
 - o. Other reasons to be specified.
- D. Part-time employees shall have benefits under A, B, and C prorated according to their full-time equivalent.

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

A. APPLYING FOR LEAVES

1. Employees requesting leaves in this Article shall make application in writing to the Board at least ninety (90) days prior to the anticipated effective date of the leave, unless unusual circumstances warrant shorter notice.
2. All extensions or renewals or leaves shall be applied for and granted in writing.

B. FOR SERVICE OR SCHOLARSHIP

A leave of absence without pay of up to two (2) years shall be granted to any tenured Teacher who joins the Peace Corps, VISTA, Teach for America, or serves as an exchange Teacher or overseas Teacher, and is a full-time participant in any of such programs, or accepts a Fulbright Scholarship.

C. FOR TEACHING AT AN ACCREDITED COLLEGE

A tenured Teacher shall be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university.

D. FOR MILITARY SERVICE

Military leave without pay shall be granted to any employee as per state and federal statutes.

E. CHILDCARE LEAVE

1. A tenured female Teacher shall be entitled to maternity leave. Said Teacher may request a maternity leave without pay and said leave shall be granted. The Teacher must notify the Superintendent of her intent to return for the following September to her position no later than twelve (12) months after the birth of the child or by April 1 after the birth of the child, whichever comes first. Said Teacher shall be reinstated to the first available position but no later than the start of the next succeeding school year.
2. Any tenured Teacher adopting a child shall receive similar leave which shall commence upon receiving de facto custody of said child or earlier if necessary to fulfill the requirements for the adoption.

No Teacher on said leave shall be denied the opportunity to substitute in the Franklin Lakes School District in the area of certification or competence. The Teacher must notify the Superintendent of his/her intent to return for the following September to his/her position no later than twelve (12) months after the adoption of the child or April 1 after the adoption of the child, whichever comes first. Said Teacher shall be reinstated to the first available position but no later than the start of the next succeeding school year.

3. A tenured male Teacher shall be entitled to paternity leave. Said Teacher may request a paternity leave without pay and said leave shall be granted. The leave shall become effective on the birth of the child. The Teacher must notify the Superintendent of his intent to return for the following September to his position no later than twelve (12) months after the birth of the child or by April 1 after the birth of the child, whichever comes first. Said Teacher shall be reinstated to the first available position but no later than the start of the next succeeding school year.

F. RETURN FROM LEAVE

1. Upon return from leave granted pursuant to Sections B, C, or D of this ARTICLE, a Teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure and, except as otherwise provided by law, shall not count toward the accrual of seniority.
2. All benefits to which a Teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return, and shall be assigned a position for which he/she is certificated.

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ARTICLE XVII

TUITION REIMBURSEMENT

- A. For Teachers with one or more years of experience in this district who are taking approved courses for advanced teaching credentials, the Board of Education will reimburse up to \$1,400 for the 2011-2012, 2012-2013, and 2013-2014 school years of the costs per year. This is not applicable to courses taken for certification or for personal enrichment or development. Part-time teaching staff members shall receive the benefits provided pursuant to this Article at prorated levels based upon their full-time equivalent. Years of experience shall be computed on the same basis as seniority.

For Secretaries/Instructional Aides with one or more years of experience in this district who are taking approved courses for professional development, the Board of Education will reimburse up to \$500 for the 2011-2012, 2012-2013, and 2013-2014 school years of the costs per year. This is not applicable to courses taken for certification or for personal enrichment or development.

- B. Total tuition reimbursement will be capped at \$55,000 for the 2011-2012, 2012-2013, and 2013-2014 school years.

The employees agree to continue employment for at least one (1) year following receipt of payment or shall repay said amount, and shall indemnify the Board for the collection costs if it must pursue collection. If the employee is non-renewed or terminated, there is no repayment obligation.

Those hired before July 1, 2006 would receive \$825 when they complete their course. Any additional funds would be received in June. Teachers hired after July 1, 2006, would receive their reimbursement in June.

1. Teachers hired prior to July 1, 2006, will receive \$825 when they complete their course. Any remaining funds from the pool will be prorated and received in June to meet the maximum allowable reimbursement for that year.
2. Teachers hired after July 1, 2006, will receive their reimbursement in June based on funds remaining in the pool up to the maximum allowable reimbursement for that year.

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

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

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

ARTICLE XVIII

**PROTECTION OF EMPLOYEES,
STUDENTS AND PROPERTY**

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well-being.
- B. **CORPORAL PUNISHMENT OF PUPILS**
No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his/her employment, use and apply such amounts of force as is reasonable and necessary:
 - 1. to quell a disturbance, threatening physical injury to others;
 - 2. to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
 - 3. for the purpose of self-defense; and
 - 4. for the protection of persons or property; and
 - 5. such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.
- C. **Indemnity of Officers and Employees Against Civil Actions**
Whenever any civil action has been or shall be brought against any employee holding any office, position, or employment under the jurisdiction of the Board, including any student Teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting there from; and the Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.
- D. When absence arises out of or from such assault or injury, the employee shall not forfeit any sick leave or personal leave.
- E. Employees shall immediately report cases of assault suffered by them in connection with their employment to their administrator. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved.
- F. If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, such employee may request the Board to furnish legal counsel to defend him/her in such proceedings according to State Statutes.

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ARTICLE XIX

HEALTH BENEFITS PROGRAM

A. HEALTH BENEFITS PLAN

The Board of Education of Franklin Lakes agrees to pay the premium costs for all employees and dependents in the New Jersey School Employees Health Benefits Program (Direct 10). Any change in the level of benefits shall not be instituted without negotiations with the Franklin Lakes Education Association.

Effective June 28, 2011, employees shall contribute a percentage of the cost of coverage toward the cost of health insurance as required by N.J.S.A. 18A:16-17.1 and N.J.S.A. 2:14-17.28c.

B. The Board will provide to each employee a description of the health-care insurance coverage provided under this agreement.

C. ELECT TO REDUCE HEALTH BENEFITS PLAN

Annually, an employee may elect to reduce his/her health benefits from the New Jersey School Employees Health Benefits Program coverage that he/she would be entitled to by nature of his/her family status. To the extent permitted by law, in event of such election, an employee shall receive a monthly payment equal to 30% of the difference between:

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

AND

2. The premium for the reduced coverage selected by the individual.

In no event can the employee select less than employee only coverage.

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

D. WAIVER OF COVERAGE

Any employee who has dependent coverage through his or her spouse's employer (other than the Franklin Lakes Board of Education) may waive all insurance coverage from the Board and, to the extent permitted by law, shall receive 50% of the cost of the premium for that employee and eligible dependents. Payment shall be prorated bi-monthly and will be added to the employee's payroll check. The employee shall, however, not be entitled to payment until the effective date of the enrollment change. Employees who elect this option will have the right to re-enroll for another coverage, should their family circumstances change.

E. SECTION 125 PLAN

The Board shall establish a plan pursuant to Section 125 of the Internal Revenue code (26 U.S.C. 125) for payment by the employee of the medical insurance premium cost and any other qualifying costs in the minimum amount permitted by law.

F. HEALTH BENEFITS DURING RETIREMENT

Teachers who retire with their final four (4) years of service with the Franklin Lakes Board of Education and after twenty five (25) years of service in the State, shall be permitted to participate in the Dental and Prescription Drug Insurance Plans offered to active Teachers (if such plan is available). The cost of this insurance shall be paid entirely by the retired Teacher.

G. DENTAL

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

H. PRESCRIPTION PLAN

The Board of Education will provide a Prescription Plan to all employees and dependents. The Prescription Plan provided herein shall require a co-payment schedule as follows: Mail-in prescription drugs: Ten Dollars (\$10.00) for brand, Five Dollars (\$5.00) for generic; Retail drugs: Eight Dollars (\$8.00) for generic drugs; and Eighteen Dollars (\$18.00) for brand name drugs. There shall be no maximum annual benefit level per unit employee.

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

ARTICLE XX

DEDUCTION FROM SALARY

A. DEDUCTION OF ASSOCIATION DUES

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

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____

Soc. Sec. No. _____

School Building _____

District _____

To: Disbursing Officer Franklin Lakes Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing Board and all of its officers from any liability therefor.

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

- Franklin Lakes Education Association
- Bergen County Education Association

New Jersey Education Association

National Education Association

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.
4. The filing of notice of an employee's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

B. DEDUCTION OF COUNTY, STATE AND NATIONAL ASSOCIATION DUES

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

C. DEDUCTION FOR TAX-SHELTERED ANNUITIES

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

D. AGENCY SHOP

1. Purpose of Fee

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

2. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its

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own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

3. Deduction and Transmission of Fee

a. Notification

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

b. Payroll Deduction Schedule

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

c. Termination of Employment

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

d. Mechanics

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

e. Changes

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

f. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, social security

numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

4. Indemnification and Save Harmless Provision

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

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

E. INDEMNIFICATION

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

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. This agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and gives them full force and effect as Board policy.
- B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to State and Federal Statutes, Laws and Regulations, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee whose position is recognized under Article I: Recognition, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination, in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement in accordance with state and federal laws.
- E. Electronic copies of this Agreement shall be distributed by the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed, hereafter employed, or considered for employment by the Board. Paper copies shall be available upon request by any employee now employed, hereafter employed or considered for employment by the Board, at the Board's expense.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing at the following addresses:
 - 1. If by Association, to the Board of Education, 490 Pulis Avenue, Franklin Lakes, New Jersey, 07417.
 - 2. If by Board, to the Association President.
- G. Neither party shall be required to negotiate any subject covered by the existing agreement except at the successor negotiations relating to wages and salaries.

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ARTICLE XXII

PROFESSIONAL DEVELOPMENT LEAVE

A. ELIGIBILITY

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

B. DURATION AND PAY

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

C. NUMBER OF STAFF ELIGIBLE

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

D. GENERAL CONDITIONS

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

7. Official college transcripts will be forwarded to the Superintendent showing full-time college or university enrollment when leaves are granted for study purpose for the period of the leave.
8. Reports should be planned for submission in consultation with the Superintendent and will be required when leaves are granted for research purposes.

E. FILING APPLICATION

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

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ARTICLE XXIII

DURATION OF AGREEMENT

A. The term of the contract is for July 1, 2011 to June 30, 2014.

In the event a successor collective negotiations agreement has not been agreed upon for the 2014-2015 school year by the expiration of the 2013-2014 school year, no increments shall be paid in accordance with the Neptune decision until a successor agreement has been ratified by the parties.

B. In Witness whereof the parties hereto have caused this agreement to be signed by their respective Presidents attested by their respective Secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

FRANKLIN LAKES
BOARD OF EDUCATION

By: Kathleen Schwartz
President

By: Michael J. Hobas
Secretary

FRANKLIN LAKES
EDUCATION ASSOCIATION

By: Donna Luciano
President

By: Susan Mola
Secretary

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**SCHEDULE A-1
TEACHER SALARY GUIDES**

**YEAR 1
2011-2012 Franklin Lakes**

Salary Guide Step	BA	MA	MA+30
1	48,085	50,422	52,759
2	49,085	51,472	53,859
3	50,085	52,749	54,959
4	51,155	54,350	56,490
5	52,225	55,420	58,630
6	53,295	57,025	60,771
7	54,895	58,625	62,906
8	56,495	60,761	66,112
9	58,095	62,896	69,853
10	59,695	65,567	73,058
11	62,060	67,932	75,959
12	64,425	71,903	80,464
13	66,790	75,074	83,635
14	69,155	78,244	87,341
15	71,520	80,904	90,241
16	73,890	83,544	93,149
17	76,260	86,185	96,060

Step Movement from 2010-2011 to 2011-2012

- 1 ----> 1
- 2 ----> 2
- 3 ----> 3
- 4 ----> 4
- 5-6 ---> 5
- 7 ----> 6
- 8 ----> 7
- 9 ----> 8
- 10 ----> 9
- 11 ----> 10
- 12 ----> 11
- 13 ----> 12
- 14 ----> 13
- 15 ----> 14
- 16 ----> 15
- 17 ----> 16
- 18 ----> 17

**SCHEDULE A-1
TEACHER SALARY GUIDES**

**YEAR 2
2012-2013 Franklin Lakes**

Salary Guide			
Step	BA	MA	MA+30
1	49,130	51,467	53,804
2	49,630	51,967	54,304
3	50,630	53,017	55,404
4	51,630	54,294	56,504
5	52,700	55,895	58,035
6	53,770	56,965	60,175
7	54,840	58,570	62,316
8	56,440	60,170	64,451
9	58,040	62,306	67,657
10	59,640	64,441	71,398
11	61,240	67,112	74,603
12	63,605	69,477	77,504
13	65,970	73,448	82,009
14	68,335	76,619	85,180
15	70,700	79,789	88,886
16	73,065	82,449	91,786
17	75,435	85,089	94,694
18	77,805	87,730	97,605

Step Movement from 2011-2012 to 2012-2013

- New ----> 1
- 1 ----> 2
- 2 ----> 3
- 3 ----> 4
- 4 ----> 5
- 5 ----> 6
- 6 ----> 7
- 7 ----> 8
- 8 ----> 9
- 9 ----> 10
- 10 ----> 11
- 11 ----> 12
- 12 ----> 13
- 13 ----> 14
- 14 ----> 15
- 15 ----> 16
- 16 ----> 17
- 17 ----> 18

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**SCHEDULE A-1
TEACHER SALARY GUIDES**

**YEAR 3
2013-2014 Franklin Lakes**

Salary Guide Step	BA	MA	MA+30
1	50,885	53,222	55,559
2	51,385	53,722	56,059
3	52,385	54,772	57,159
4	53,385	56,049	58,259
5	54,455	57,650	59,790
6	55,525	58,720	61,930
7	56,595	60,325	64,071
8	58,195	61,925	66,206
9	59,795	64,061	69,412
10	61,395	66,196	73,153
11	62,995	68,867	76,358
12	65,360	71,232	79,259
13	67,725	75,203	83,764
14	70,090	78,374	86,935
15	72,455	81,544	90,641
16	74,820	84,204	93,541
17	77,190	86,844	96,449
18	79,560	89,485	99,360

Step Movement from 2012-2013 to 2013-2014

- New & 1 -----> 1
- 2 -----> 2
- 3 -----> 3
- 4 -----> 4
- 5 -----> 5
- 6 -----> 6
- 7 -----> 7
- 8 -----> 8
- 9 -----> 9
- 10 -----> 10
- 11 -----> 11
- 12 -----> 12
- 13 -----> 13
- 14 -----> 14
- 15 -----> 15
- 16 -----> 16
- 17 -----> 17
- 18 -----> 18

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SCHEDULE A-2 PARAEDUCATOR SALARY GUIDES

	2011-2012	2012-2013	2013-2014
Non-CAPS Paraeducators			
Without BA or BS Degree	22,419	22,923	23,496
With BA or BS Degree	23,246	23,769	24,363
CAPS Paraeducators			
Without BA or BS Degree	23,019	23,523	24,096
With BA or BS Degree	23,846	24,369	24,963
Off-Guide Group			
	25,353	25,910	26,543
	25,387	25,945	26,578
	28,142	28,776	29,496
	29,991	30,653	31,404
LPN Off-Guide	36,567	37,390	38,325
Behaviorist	72,000	73,260	75,461

Paraeducators who are required to work an eleventh month shall receive a prorated per diem salary or the salary set by the Northwest Bergen Council for Special Education for Region I, whichever is higher. The per diem salary is defined as 1/200 of their annual salary.

The base salaries have been increased by 2.0% for the 2011-2012 school year, 2.25% for the 2012-2013 school year and 2.5% for the 2013-2014 school year.

In each year of this guide, CAPS salaries are calculated by taking the base Paraeducator salary and adding six hundred dollars (\$600). Annual percentage increases are reflected in the base salary guide.

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**SCHEDULE A-3
SECRETARIAL SALARY GUIDES**

	2011-2012	2012-2013	2013-2014
12 Month	34,680	35,460	36,347
	34,813	35,596	36,486
	37,577	38,422	39,383
	39,974	40,873	41,895
	40,419	41,328	42,361
	43,527	44,507	45,620
	47,634	48,706	49,923
	49,040	50,143	51,397
10 Month	29,191	30,936	32,681
	30,567	31,255	32,036
	31,182	31,884	32,681

The base salaries have been increased by 2.0% for the 2011-2012 school year, 2.25% for the 2012-2013 school year and 2.5% for the 2013-2014 school year.

