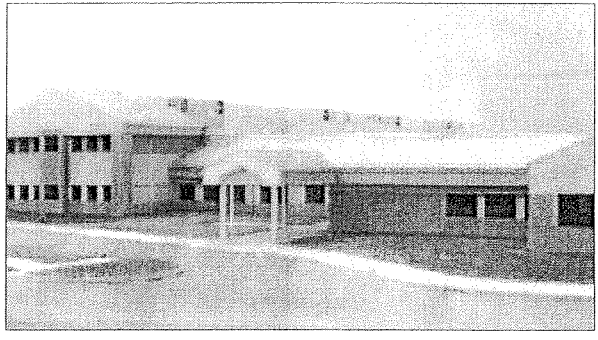
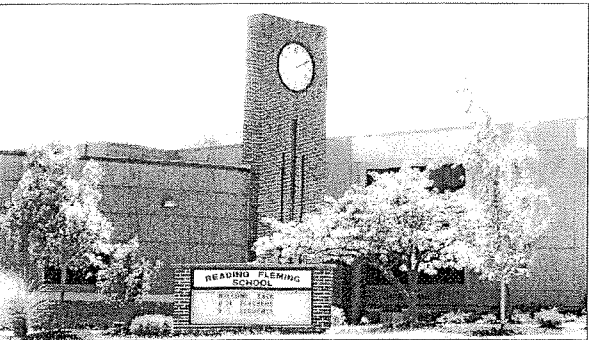
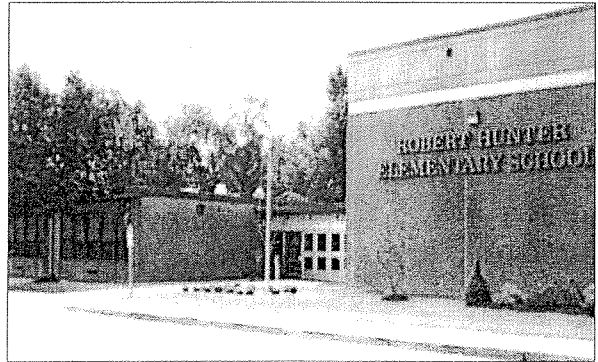
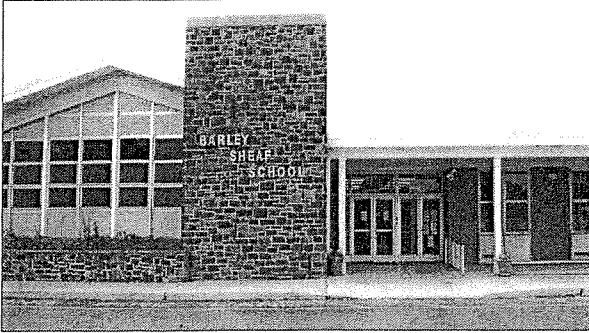


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## *Flemington-Raritan Regional School District*



FOR

July 1, 2007- June 30, 2010

BETWEEN THE

FLEMINGTON-RARITAN EDUCATION ASSOCIATION

AND THE

FLEMINGTON-RARITAN REGIONAL  
BOARD OF EDUCATION

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PREAMBLE

This Agreement is entered into on the date fully executed by the parties, and is effective on the 1st day of July, 2007 by and between the Flemington-Raritan Regional Board of Education, hereinafter referred to as the "Board," and the Flemington-Raritan Education Association, hereinafter referred to as the "Association."

WITNESSETH, for and in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

A. The Board hereby recognizes the Flemington-Raritan Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certified teaching personnel, secretarial employees, school receptionists, library clerks, teacher assistants, and cafeteria/playground aides under contract or on leave and not engaged as supervisory employees.

1. The term "teacher," when used hereinafter in this Agreement, shall be defined to mean: All regular certified non-supervisory personnel. The term "certified" shall mean any person holding a certificate or certificate of eligibility from the New Jersey Department of Education, either in a teaching capacity or otherwise.

The parties agree that all terms and conditions of the Agreement apply to teachers who act as replacement teachers for more than 90 consecutive days in a school year except Article 33, A.

2.
  - a. Unless otherwise indicated, the term "secretarial employee" when hereinafter used in this Agreement shall refer to those secretaries who are employed as full-time employees performing duties normally defined as "secretarial" in nature who are not properly excluded from the unit by law.
  - b. The Secretaries to the Superintendent, Secretary to the Board Secretary/Business Administrator, and employees hired on a temporary or part-time basis or special employees (handicapped programs, etc.) are excluded from the unit.
3. The term "teacher assistant," when used hereinafter in this Agreement, shall be defined to mean: A person to assists the teacher in routine tasks and works cooperatively with the classroom teacher, the principal, and the special services team as they provide supervision and instruction for pupils.
4. The term "library clerk" when used hereinafter in this Agreement, shall be defined as a person who assists the librarian in the daily operation of the library, and works cooperatively with the principal and staff, and who is not otherwise excluded from the unit by law.
5. The term "Cafeteria/Playground Aide" when used hereinafter in this agreement shall be defined as a person who assists in the maintenance of an orderly, safe and pleasant atmosphere in the cafeteria by supervising students during lunch and recess time.

B. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement in accordance with applicable laws and regulations:

1. to direct employees of the School District.

2. to hire, promote, transfer, assign and retain employees in the School District; and to suspend, demote, discharge or take other disciplinary action against employees.
  3. to relieve employees from duty because of lack of work or other legitimate reasons.
  4. to maintain efficiency of the School District operations entrusted to them.
  5. to determine the methods, means, and personnel by which such operations are to be conducted.
  6. to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.
- C. The provisions of this contract are the results of collective negotiations as required by law. Any provisions of this contract that may be in conflict with existing policy shall supersede that existing policy.

## ARTICLE 2

The Board of Education, pursuant to a proposal made by the Association under the terms of N.J.S.A. 34:13A-5.5, agrees to a representation fee in lieu of dues under the following terms:

### A. PURPOSE OF THE FEE

If any employee does not become a member of the Association during any membership year which is covered in whole or in part this agreement, said employee will be required to pay a 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.

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

### B. DETERMINATION OF FEE

Prior to the beginning of each membership year (September 1 through August 31), the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

### C. DEDUCTION AND TRANSMISSION OF FEE

#### 1. Notification

Once during each membership year, but no later than October 1 of the year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2. below.

#### 2. Payroll Deduction Schedule

The Board will deduct the full amount of the yearly representation fee in equal installments from the paychecks paid to each employee on the aforesaid list during the January through June period.

3. Termination of Employment

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

4. Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. New Employees

Each month in which the Board hires a new unit member(s), the Board will notify the Association in writing of the name(s), job title(s) and date(s) of employment of the new employee(s).

D. INDEMNIFICATION

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision."

ARTICLE 3

NEGOTIATIONS OF SUCCESSOR AGREEMENT

- A. The successor agreement shall be negotiated on a time-table in accordance with New Jersey law in effect during the term of this Agreement.
- B. Negotiating sessions shall not be held during the school day, as established by the Superintendent of Schools.
- C. The Board will set the meeting place for the first negotiating session. The first meeting will be prior to November 15 during the last year of this Agreement. After the first meeting, all other meeting dates will be mutually agreed upon.
- D. During the terms of this Agreement, neither party shall be required to negotiate with respect to any 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. Negotiations may be reopened by mutual consent of the Board and the Association.

ARTICLE 4

GRIEVANCE PROCEDURE

A. Definition

- 1. A grievance by a teacher, a teacher assistant or a library clerk is a complaint concerning the interpretation, application or violation of those policies, agreements, or administrative decisions which affect the terms and conditions of public employment.

2. A "grievance" by a secretarial employee is a complaint by an employee based upon the interpretation, application, or alleged violation of this Agreement.
3. Grievant: A grievant shall be an employee, a group of employees, or the Association subject to the terms and conditions of this contract.

B. Procedure

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may arise from time to time affecting employees. Both parties agree that these proceedings will be kept informal and confidential.

1. Failure at any step of this procedure to communicate the decisions on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

It is understood that a grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2. Before a grievance shall be initiated, the employee and his/her representative shall meet with the Principal (or the appropriate Administrator, hereinafter "Principal") to discuss, informally, a possible resolution of the problem. This meeting shall be held within two (2) school days of this request. No grievance may be filed until forty-eight (48) hours after this meeting. A grievance, if any, must be filed within twenty (20) school days of the date that the employee knew or should have known of its occurrence.

He/she shall initiate a grievance, in writing, to the Principal specifying:

- a. the nature of the grievance.
- b. the date of the grievance.
- c. the remedy requested.

The Principal shall communicate his/her decision, in writing, with reasons given within ten (10) school days after receipt of the grievance.

3. The grievant, no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing, reciting the matter submitted to the Principal as specified above. The Superintendent shall, within ten (10) school days after receipt of the grievance, communicate his/her decision, in writing, to the grievant. Reasons shall be given.
4. If the grievance is not resolved to the satisfaction of the grievant, he/she, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be in writing and sent to the President of the Board of Education with copies to the Superintendent of Schools and the Board Secretary. The Board, or committee thereof, shall hold a hearing with the grievant and his/her representatives within ten (10) school days of the receipt of the request. The Board shall submit its decision to all parties of interest no later than twenty-five (25) school days after the said hearing. Reasons for the decision shall be given.
5. Decisions of the Superintendent in the following matters shall be final and such decisions shall not be subject to appeal to the Board:
  - a. any matter for which a method of review is prescribed by law.

- b. any rules or regulations of the State Commissioner of Education.
  - c. policies and regulations of the Board of Education.
  - d. any matter which, according to law, is either beyond the scope of Board authority or limited to action by the Board alone.
  - e. a complaint of a teacher assistant, library clerk, secretary or of a non-tenured teacher which arises by reason of his/her not being re-employed.
  - f. a complaint by a grievant occasioned by lack of appointment to, or lack of retention in, any position for which tenure is either not possible or not required.
6. Any of the provisions of this contract that are contingent upon the approval of the Superintendent or the Board of Education; i.e., tuitions, reimbursement, leaves of absence, etc., shall not have the decision involved considered grievable beyond the Board of Education if reasons are given.

C. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association.
2. When a grievant is not represented by the Association in processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified by the grievant that the grievance is in process, have the right to be present and present its positions, in writing, at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
3. No reprisals of any kind shall be taken by the Board or any member of the administration against any participant in this grievance procedure by reason of such participation.

D. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file.
2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Board and given appropriate distribution so as to facilitate operations of the grievance procedures.
3. Meetings and hearings under this procedure shall not be conducted in public unless the aggrieved individual or individuals have requested a public meeting pursuant to the Open Public Meetings Act. All meetings shall include both parties and their designated representatives.
4. All decisions at the various stages of the grievance procedure shall be in writing, setting forth the decision and the reasons thereof, and shall be transmitted to all parties of interest according to the aforementioned time frame.
5. In the case of secretarial employees, or other personnel whose regular schedule is not governed by the school calendar, during the period from June 1 to August 1 of each year, for purposes of counting "School days" in the time periods above, workdays shall be used.

E. Arbitration

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at B. 4., and if the grievance is of a matter other than that stated in B. 5. or 6., he/she may, within ten (10) school days after a decision or lack thereof by the Board, request in writing that the chairperson of the Association's Grievance Committee submit his/her grievance to arbitration.

2. Upon submission of the grievance to arbitration, a request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names. If the parties are unable to determine within ten (10) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested, by either party, to designate an arbitrator.
3. The arbitrator so selected shall confer with the representatives of the Board and the Grievance Committee, hold hearings promptly, and shall issue his/her decision not later than twenty (20) school days from the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which violates of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding on the parties.
4. The cost for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### ARTICLE 5

#### EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123, Public Laws of 1975, the Board hereby agrees that every employee shall have the right to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations.
- B. 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.
- C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- D. Whenever any employee is required to appear before his/her supervisor for the purpose of formal discipline which could, in the opinion of the supervisor, adversely affect the continuation of that employee's employment, the employee shall be given 48 hours prior written notice of the reasons for such meeting and shall be entitled to representation by a member of the Association.
- E. Communications of a professional nature between the administrator and/or Board and an employee, or between employees regarding a student or students, shall remain confidential.
- F. Any person who leaves the employ of the Board shall be entitled to request an exit interview, through the Superintendent of Schools, with the Board or sub-committee of the Board, as per Board policy, and shall be entitled to have a member of the Association present.
- G. No employee shall be discharged, disciplined, reprimanded or reduced in work or compensation, or deprived of any professional advantage, without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.



- H. Each teacher shall plan and teach course content in the manner he/she considers most practical and useful within the limits of District philosophy, Board policy, approved curriculum, State and Federal laws, and the Administrative Code.
- I. Employees shall be notified one day in advance of any maintenance work to be done in their classrooms during the school day. It is understood that repairs which necessitate immediate attention in order to continue usage of the facilities shall be exempt from prior notification.

## ARTICLE 6

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. Upon request, the Board agrees to make available to the Association public records and documents of the Board. The Association shall receive all policies of the Board.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the Board and Association to participate in meetings during his/her Board-assigned responsibilities, he/she shall suffer no loss in compensation of his/her time.
- C. Representatives of the Flemington-Raritan Education Association, the Hunterdon County Educational Association, the New Jersey Educational Association, and the National Educational Association shall have the privilege to transact official Association business on school property during the school day. It is understood this shall not conflict with a teacher's primary responsibility or assignment.
- D. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge, and when not in use for regular school operations, any school equipment and/or facilities, with prior annual approval of the building administrator.
- E. The Association may use school mailboxes with prior annual approval of the building administrator. The Association may use inter-school mail facilities for the purposes of informing employees about negotiations and contract maintenance matters with prior annual approval of the Superintendent.
- F. The Association and its representatives shall have the right to use school facilities in accordance with the Board policy on "Use of School Facilities."
- G. No instruction shall be provided students in the Flemington-Raritan District during the school day without certified personnel in attendance. Teachers in the Flemington-Raritan School District will be assigned to Board-approved after-school activities. If, in the opinion of the Superintendent, there are no qualified staff members, these positions may be staffed by outside personnel.
- H. The Board agrees to furnish a tentative budget to the Association whenever it becomes available, prior to the public hearing.
- I. The Board agrees not to negotiate concerning said employment in the negotiating unit, as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.
- J. It is understood that the Association President is expected to work a regular work schedule. However, each year the Superintendent will review the work schedule for the Association President, and will try to build into the schedule free time to be used for Association business. This paragraph will sunset on June 30, 2010.

- K. The Association will have use of room 2L in RFIS for Association business, so long as this room is not needed for other district needs. This paragraph will sunset on June 30, 2010.

## ARTICLE 7

### SCHOOL CALENDAR

The Association shall receive a copy of the proposed school calendar prior to its adoption by the Board of Education.

## ARTICLE 8

### TEACHING HOURS AND TEACHING LOAD

- A.
1. The teachers' normal in-school workday shall be seven (7) consecutive hours.
  2. The school day shall be set by the Superintendent of Schools. Whenever reference is made to "school day" in the negotiated contract, this shall mean the time as established by the Superintendent of Schools.
- B.
1. On a normal school day, all teachers shall have a daily duty-free lunch of at least forty (40) minutes.
  2. On a normal school day, all teachers shall have a daily preparation period equal to one (1) class period as determined in each building.
  3. On a normal school day, all teachers shall spend the remaining school day involved in pupil contact to implement the District's education program. The Superintendent of Schools shall determine which instructional schedule best meets the Educational goals of each building. A Teacher Advisory Committee on scheduling shall be established. Scheduling shall be used to implement the District's educational philosophy, but shall not be the motivating factor to institute reduction in force.
  4. On a shortened day, all periods may be shortened equally. This shall be done within each building in accordance with the educational needs in that building.
  5. Teachers may leave the building during their scheduled duty-free lunch period and shall personally sign in and out.
  6. During their preparation period, teachers may leave the building only for school-related business. This must be with administrative approval. Teachers must personally sign in and out.
- C.
1.
    - a. Full staff meetings will be held each month on two (2) Tuesdays, Wednesdays or Thursdays before or after school and shall not extend more than one (1) hour beyond the school day. Each grade configuration (K-4, 5-6, 7-8) will meet on a different day. The day will be consistent throughout the year. Attendance is required unless excused by the building administrator. However, special staff meetings may be called if a situation arises which, in the administrator's professional judgment, cannot be delayed until the next scheduled meeting date. Attendance will be requested. It is the teacher's responsibility to become informed of the contents of a missed meeting.
    - b. In addition to a. above, ten (10) staff meetings may be held each year on a Tuesday, Wednesday or Thursday and shall be the same day of the week as regular after school faculty meetings. They shall not extend more than one and one-half (1 and ½) hours

beyond the time a normal full school day would end for teachers. A maximum of two (2) of these ten (10) meetings may be district-wide and may be held on early dismissal days for students. These extended meeting days not to exceed three (3) hours will be held on Tuesdays and may not be held on early dismissal days for teachers presently noted in this contract. These meetings are inclusive of the 10 ninety-minute meetings. On these early dismissal District-wide staff development days all teachers will receive a full lunch period as provided in the contract for a normal school day. Attendance is required unless excused by the Superintendent. No more than two (2) of these meetings may occur in the same month.

- c. A schedule of these meeting days shall be provided the last day of the preceding school year.
  - 2. Other meetings will be arranged mutually by teachers and administrators.
- D.
  - 1.
    - a. For any Board-scheduled parent conferences/meeting or open house, there will be an early dismissal two (2) hours prior to the normal pupil dismissal time for all students and for those teachers involved in the meetings. All other personnel covered by this Agreement shall work a full day.
    - b. In addition to the schedule of parent-teacher conferences in place at the Middle School beginning in 2002, Grades 6, 7 & 8 shall have two (2) additional non-consecutive Board-scheduled parent-teacher conference evenings. Each of these evenings shall not exceed three (3) hours and shall occur on regular-length student days. Teachers shall receive payment for these additional meetings at the rate of 1/400th of the annual salary for each evening. Payment shall be made in the month following the meetings. Said additional conferences shall be scheduled either the week prior to or the week following the week of scheduled day conferences. Said additional conferences shall not be scheduled before a holiday, recess period, weekend, or the day preceding NJEA Convention days.
  - 2. Academic area teachers who receive an excess load of conferences, as determined by the building principal, shall receive additional conference time through the use of substitutes. This shall be worked out with the teachers involved and the building administrator. The Superintendent will make the final decision as to which teachers in the District will receive additional released time.
  - 3. Special area teachers (art, music, physical education, industrial arts, home economics, nurses, guidance personnel, speech, librarians, health, academically talented, special services personnel) shall be required to make themselves available for at least two (2) hours, each day that there is a conference.
  - 4. The Child Study Team will work a normal school day.
- E. Teacher participation in Board-approved extra-curricular activities which extend beyond the regularly scheduled in-school workday shall be voluntary and shall be compensated according to the rate of pay as established in Schedules B-1 and B-2. If no teacher volunteers, the Board will assign a teacher. When a teacher participates in a field trip, such trip may extend by one (1) hour the regular workday without additional compensation. One (1) trip per year per teacher.
- F. Teacher participation in any other activities which extend beyond the teacher's in-school workday shall be voluntary.
- G. Board will pay for lost preparation time due to substitute coverage after a teacher has covered for two (2) periods in a school year. Payment will be at the current negotiated extracurricular activities rate for student supervision. The Superintendent will establish a list of interested volunteers in September and will consult such list first for the purpose of assigning coverage. It is understood that each teacher is liable for two (2) period coverages per year which will not be compensated.

- H. 1. Any teacher who is requested to work beyond the regular school year, excluding extra-curricular activities, or beyond the total in-school workday shall be compensated at the following rates:

1/10 of the annual salary per month  
1/200 of the annual salary per day  
1/1400 of the annual salary per hour.

If the teacher's compensated hourly rate falls below the contractual curriculum rate the teacher will be compensated at the higher rate.

2. Compensation for curriculum work and other summer planning or clerical tasks and/or curriculum work beyond the regular school day will be thirty-two dollars (\$32.00) per hour.
3. Compensation for summer and after-school programs funded with Federal and/or State Grant Money (e.g. Title 1 and Title 3) will be at the teacher's hourly rate, but shall not exceed \$40 per hour. It is agreed that these positions will be posted and filled by those who apply; there will be no involuntary assignments.
4. The Board will use three (3) full day programs for the annual Welcome agenda and two professional development days/school year as per the Local Professional Development Committee plan/recommendation.
5. For the purpose of this agreement the term curriculum writing shall be defined as follows:
- a. The following activities are considered curriculum writing:
- Articulating curriculum for the purpose of rewriting/writing the document
  - Aligning standards
  - Reviewing scientific research as it relates to designing a new curriculum
  - Mapping a curriculum for the purpose of writing the curriculum document
  - Developing assessment tools to support a new curriculum
  - Identifying instructional practices as they relate to curriculum writing
- b. The following activities are not considered curriculum writing:
- Participating in Curriculum Adjustment Teams (Council of Instruction Procedure Guide Lines)
  - Conducting a needs assessment
  - Selecting textbooks and supplementary materials
  - Analyzing student performance data
  - Professional development to support a curriculum document
  - Articulating curriculum for the purpose of increasing consistency in implementation
- c. The 90 minute meetings and two three-hour dismissal meetings may be used for curriculum writing in order to supplement regular summer curriculum development time.
- d. Professional days may be used for curriculum writing in the event that a budget defeat or inability to get under the spending cap forces cuts; but they will not otherwise be used as the primary source for curriculum development.
- e. Curriculum Writing must be posted.
- f. In the summer and/or beyond the school day the hourly curriculum rate (Article 8.H.2) shall be paid

- g. The process includes the submission of the document to the Council of Instruction for their recommendation, Board of Education approval, and eventual implementation by district staff.
- 6. Both parties agree that in the event that there is a substantial need for translation during a parent teacher conference, the job of translating shall be posted. Such work shall be voluntary. Teachers who have available time in their conference schedule shall have the opportunity to volunteer to translate for conferences of students who are not necessarily in their classes. Teachers shall have their own conferences in place prior to volunteering to translate.
- I. On the day preceding Thanksgiving there will be an early dismissal for teachers. The last day of school will be an early dismissal day for teachers.
- J.
  - 1. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed one hundred and eighty-five (185) days, which includes two (2) days allowed for attendance at the annual convention of the N.J.E.A.
  - 2. New hires with two (2) or more years experience will attend five (5) days of training in addition to J.1. above.
  - 3. New hires with less than two (2) years experience will attend five (5) days of training in the first summer, and three (3) days of training in the second summer, in addition to J.1. above.
  - 4. New employees hired after summer training will attend required training during the next two (2) consecutive summers.
  - 5. First year non-tenured teachers may be assigned to attend a maximum of six (6) one hour after-school teacher orientation programs.
- K. Teachers shall call the Central Office number or Sub Finder prior to 6:30 a.m. on the day of absence.
- L. The principal in each building will consider, on a case-by-case basis annually, whether additional consultation time or release time can be provided to a teacher with special circumstances or considerations arising from inclusion.
- M. CPR Guidelines

The district recognizes the value of trained staff who are also CPR and AED certified. Specific staff are required to hold current CPR/AED training: school nurses, physical education teachers, coaches, cafeteria aides, and designated staff responsible for medically fragile students.

The district also recognizes that staff may volunteer to be an "epi-pen designee", which would permit them to administer an epi-pen to a student in an emergency. These staff must also be trained in CPR and AED, and act under the specific training of a school nurse.

All these staff identified above shall be compensated for after-school training in CPR and AED except when certification classes are conducted during scheduled staff development training opportunities. If for any reason a staff member fails to participate in either after-school or staff development training opportunities then they will have to obtain certification/recertification at their own expense.

For staff who are not required to carry current CPR/AED certification or be an epi-pen designee, but wish to receive training, the district will provide CPR/AED training on a space available basis, and these staff will not be compensated to attend the after-school training.

ARTICLE 9

TEACHER ASSISTANTS/LIBRARY CLERKS--WORK DAY

- A. The workday for Teacher Assistants shall be seven (7) hours. The workday for Library Clerks shall be seven (7) hours. Library Clerks shall work on each student day and 3 additional non-school days per school year (summer included) to assist the librarian in the operation/set-up of the library. On early dismissal days for students, the workdays for Teacher Assistants and for Library Clerks shall be shortened accordingly. Teacher Assistants and Library Clerks will indicate personally their attendance by means of check-in and check-out sheets in each school office. Effective September 1, 2006 the workday shall be not less than 2.5 hours per day.
- B. Schedule for the workday shall be established by the supervisor and/or Building Principal.
- C. The lunch period for Teacher Assistants and Library Clerks shall be equal to the length of the teacher lunch period. Teacher Assistants and Library Clerks may leave the building during their scheduled duty-free lunch period and shall personally sign in and out.
- If necessary, a teacher assistant may be scheduled for lunch up to 45 minutes before or after the students' lunches. Any lunch period that does not coincide with the student lunch periods must be scheduled to end immediately before or begin immediately after the student lunch periods. The schedule of lunch periods will be provided at the beginning of the school year, subject to change as needed. A copy will be provided to the FREA.
- D. Teacher Assistants, Library Clerks, and Cafeteria/Playground Aides shall call SubFinder prior to 6:30 A.M. on the day of absence.
- E. Teacher Assistants and Library Clerks shall be scheduled for the annual in-service orientation day with no additional compensation.
- F. Teacher assistants may be assigned to up to one three (3) hour meeting, scheduled on an early dismissal day for students, and one (1) 90 minute meetings which occur at the conclusion of the teacher assistant work day for the purpose of in-service at the discretion of the administration and without additional compensation. This extended meeting day may not be held on early dismissal days for students presently noted in this contract. On this early dismissal District-wide staff development days all teacher assistants will receive a full lunch period as provided in the contract for a normal school day. A schedule of meetings shall be provided to teacher assistants on the first teacher assistants' workday in September each year.

ARTICLE 10

SECRETARIAL WORK HOURS AND OVERTIME

- A. General
1. Schedule for the workday shall be established by the immediate supervisor and/or Building Principal.
  2. In scheduling lunch hours and daily work hours, the first consideration shall be the needs of the school, with the final decision being the responsibility of the Principal.
- B. Work Day

1. The workday shall consist of seven (7) hours and twenty (20) minutes exclusive of a forty (40) minute lunch period. An additional break time of twenty (20) minutes shall be allowed as arranged with the Principal. The workday listed above shall consist of consecutive hours and minutes.
2. On early dismissal days for teachers, with the exception of scheduled conference days, when both faculty and students are dismissed early, the normal in-school work day for secretaries shall end after the children have returned home. The last day of school shall be a full workday for secretaries.
3. On days when school is not in session, the workday shall consist of six (6) hours excluding a sixty (60) minute lunch period.
4. On days when schools are closed due to inclement weather or emergency conditions, secretaries shall not be requested to work and shall suffer no loss of salary or benefits. However, if in the opinion of the Building Administrator there is a demonstrable need for secretarial services, secretaries may be required to work and this time will be compensated at the contractual overtime rate.

C. Summer Work Schedule

1. Except for the holiday work week of July 4<sup>th</sup>, secretaries shall work a four day work week, Monday through Thursday, commencing on the Monday after the last day of school, and ending the last full week before September 1. Each work day shall consist of seven and one-half (7 ½) hours, for a work week of 30 hours. Secretaries shall receive a combined lunch/break period of 30 minutes per day.
2. During the holiday work week of July 4<sup>th</sup>, the office will operate on the six (6) hour schedule set forth in paragraph 10.B.3. Exception: when July 4<sup>th</sup> falls on a Friday, secretaries will work four days Monday through Thursday, 7 ½ hours per day.
3. Individual sick and vacation days taken during the four day work week shall be charged on a day for day basis. Vacation for a full week (i.e. four days) will be charged as 5 days taken.

D. Compensatory Time and Overtime

1. a. All secretaries can accrue up to but not exceeding 35 hours of compensatory time per contract year. Prior to accruing compensatory time the secretary must have approval of the immediate supervisor. Failure to receive advanced approval may subject employee to denial of requested time.
  - b. Application to the secretary's principal or other immediate supervisor for use of compensatory time shall be made at least three (3) days before the requested day and shall not be denied, except when necessary to meet urgent staffing needs.
  - c. All unused Compensatory time may be converted to sick leave at the end of each school year and added to a secretary's accumulated sick leave not to exceed 15 days. A total of two unused Compensatory days may be carried over as accumulated personal leave for bereavement purposes for days over and above those set forth in the bereavement leave clause. There can never be more than two days in this account. At the time of retirement, if there are one or two days remaining, they will be converted to accumulated sick leave for payment. In addition, if an employee exhausts all available accumulated sick leave days and requires these banked bereavement days, they shall be converted back to available sick leave.
2. When the employee has reached the maximum compensatory hours allowed, overtime will be paid in lieu of compensatory time. Overtime and compensatory time will be assigned on an

equitable rotation basis to and among the employees regularly assigned to the building in question.

E. Definitions of Overtime/Compensatory Time

Overtime/Compensatory Time is defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after daily work hours. A split shift is not permitted to accommodate evening functions which require the presence of a secretary.

1. All overtime/compensatory time will be rounded to the nearest 1/4 hour at the end of each pay period. This will be remunerated at the rate of time and one-half of the hourly salary.
2. There shall be a one (1) hour minimum in all cases where an employee stays to work overtime/compensatory time.
3. Overtime/compensatory time on holidays, as designated in Article 11.B shall be remunerated at the rate of two (2) times the hourly salary. The employee may, however, work on a holiday at regular pay and receive compensatory time equivalent to the time worked, as approved by the Building Principal.

F. Responsibility

It shall be the responsibility of the Building Principal to designate an employee or employees to work overtime/compensatory time according to the following procedure:

1. Employees shall be requested to work overtime/compensatory time, in their respective buildings on a rotating basis, in order of seniority.
2. Any employee not wishing to work overtime/compensatory time may so inform his/her supervisor and thereafter will be eliminated from overtime/compensatory time assignment, except that no employees may refuse overtime/compensatory time in emergency situations or, where the school premises will be left unattended or understaffed by refusal of overtime/compensatory time.

G. Call Time and Overtime

1. An employee called in to work outside of his/her regularly scheduled shift shall be paid a minimum of two (2) hours.
2. Overtime shall be paid at the rate of time and one-half of the employee's regular hourly rate of pay. For the purpose of determining the workweek, the following shall be counted as regular workdays:
  - a. Holidays--as designated in Article 11.B.
  - b. Paid sick days.
  - c. Paid personal days.
  - d. Paid vacation days.
  - e. Other approved paid leave.

ARTICLE 11

SECRETARIAL EMPLOYEES--VACATION AND HOLIDAYS



A. Vacation Schedule

1. Vacation eligibility shall be determined as of July 1st. Vacation benefits shall be accrued according to the following:

<u>Years of Continuous Service</u>	<u>Eligible Weeks</u>
0 to less than 6 months	0
6 months to less than 1 year	1
1 year to less than 6 years	2
6 years to less than 10 years	3
10 years to less than 15 years	4
15 years or more	Add 1 day on the 15th year and every 3 years thereafter.

2. In scheduling vacations, first consideration shall be the needs of the school, after which seniority shall be governing.
3. Vacation time shall be scheduled at any time, providing sufficient notice has been given to the immediate supervisor. This shall be subject to the recommendation of the immediate supervisor and approved by the Building Principal. Granting of said vacation time shall not be arbitrarily nor capriciously denied.
4. A maximum of five (5) vacation days may be accrued for transfer to the following year.

B. Holiday Schedule

1. The holiday schedule shall be developed by the Board each year, but shall not be less than seventeen (17) days. At least one day shall be scheduled in either the Winter or Spring recess period.
2. Vacation requests will not be denied during the Winter recess. Every reasonable effort will be made to grant vacation requests during the Spring recess,

ARTICLE 12

EMPLOYMENT

A. Teachers

1. Initial Employment

Each teacher shall be placed on the salary guide as follows:

- a. Full teaching experience credit on the salary guide shall be given for all accumulated teaching experience while the teacher possessed any state's teacher certification.
- b. In addition, credit may be granted at the discretion of the Superintendent for:

- (1) up to five (5) additional years of prior work experience for any position except those listed in (2) below.

(2) up to eight (8) additional years of prior work experience for Learning Consultants, Mathematics Teachers, Media Specialists, Nurses, Psychologists, Science Teachers, Social Workers and World Language Teachers.

- c. Military service credit shall be granted consistent with New Jersey statutory requirements.
- d. The total maximum credit under a., b. and c. above shall be up to the last step on the guide.

2. Salary Guide Movement

- a. In order to be eligible for an increment, a full-time teacher member must have worked or been on approved paid leaves of absence under the terms of this contract at least ninety-three (93) days during the contract year.
  - b. In order to have additional training or degree credited for the full year's contract, evidence must be submitted by November 1st. For additional training or degree obtained at a later date, the additional training or degrees shall become effective, for pay purposes, retroactive to completion of the course and upon approval by the Board of Education.
  - c. Fifteen (15) credits beyond a B.A. degree must be comprised of fifteen (15) graduate credits. These credits must be recognized by the granting institution as applicable to a graduate degree. For movement on the guide a "B average must be maintained. Effective July 1, 2002, teachers who have met the terms of this section and who possess fifteen (15) graduate credits will be paid on that column.
  - d. Advancement to the BA+15, MA and M.A.+30 columns will be based upon graduate work completed after the awarding of the respective degree. In-district credits earned at any time are creditable at any point beyond the BA.
3. Teachers shall be notified, in writing, of their contract and salary status for the ensuing year in accordance with law.
4. The Board agrees to pay up to fifty dollars (\$50.00), upon presentation of a receipted bill, for a physical examination for each teacher, at his or her option, not more than once in each three-year period.
5. Upon resignation of a teacher, sixty (60) days' advance written notice shall be required.
6. Any teacher employed to replace a teacher on a leave of absence shall receive a written statement as to the nature of the temporary employment at the time of employment.

B. Secretaries

- 1. For the purpose of determining years of experience for placement on the salary guide, service of six (6) months from the date of employment constitutes one (1) year.
- 2. An unsatisfactory evaluation may result in the withholding of all or part of a salary increment.

C. Teacher Assistants, Library Clerks, and Cafeteria/Playground Aides

- 1. Upon initial employment, a teacher assistant, library clerk, or cafeteria/playground aide shall be placed on Step 1 of the relevant salary guide, or credit may be given for comparable experience

at the discretion of the Superintendent of Schools with Board approval and with prior notice to the Association.

- a. Teacher Assistants and Library Clerks will have \$500 added to their annual salary for the possession of a County Substitute Certificate or teaching certificate.
  - b. Application for this salary adjustment is voluntary.
  - c. Library Clerks, who hold this certificate, may be used as a substitute whenever the librarian is out of the library (for supervision purposes only).
2. Employees shall be notified of their contract and salary status for the ensuing year no later than June 1.

### ARTICLE 13

#### SALARIES AND INSURANCE COVERAGE

- A.
  1. The salaries of all teachers covered by this Agreement are set forth in Schedule A-1 which is attached hereto and made a part hereof. Salaries for secretarial employees are contained in Schedule C-1. Salaries for instructional assistants are contained in Schedule D-1. Salaries for library clerks are contained in Schedule E-1.
  2. One (1) district credit on the salary guide will be granted for every 15 hours on an approved district professional staff development course that has been pre-approved by the Superintendent in consultation with the Assistant Superintendent for Curriculum and Instruction. These credits apply to workshops taken after July 1, 1993. Reimbursement will be made at the next salary guide increase or advancement. In order to qualify, professional staff members must successfully complete the pre-approved course or program. The credit value of the course and requirements for successful completion shall be determined and distributed before the course begins.
  3. Teachers, teacher assistants, library clerks and cafeteria/playground aides shall be paid in twenty (20) equal semi-monthly installments.
  4. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last working day.
  5. The initial pay day for the school year will be the Friday after Labor Day.
- B.
  1. Effective July 1, 2007, the Horizon Blue Card PPO Major Medical Program (as it exists on July 1, 2007, single and family plans or an equivalent insurance package mutually agreed upon by the Board and the executive committee of the F.R.E.A. is available to all employees with a \$10 office co-pay. Effective January 1, 2008, the co-pay shall be increased to \$15. The Major Medical plan shall include a mandatory second surgical opinion rider.
  2. The Horizon Blue Card Prescription Drug Plan (as it exists on July 1, 2007), single and family plans, or an equivalent insurance package mutually agreed upon by the Board and the executive committee of the F.R.E.A. is available to all employees. The co-pay shall be:

Effective July 1, 2007: \$10 brand name, \$5 generic and no co-pay for a 90 day supply by mail order.

Effective January 1, 2008: \$20 brand name, \$10 generic and no co-pay for a 90 day supply by mail order.

3. The Blue Cross/Blue Shield Dental Plan or its equivalent (as it exists on July 1, 2007) shall be provided to all employees. Effective January 1, 2008, the maximum annual benefit shall be \$3000, and the maximum lifetime orthodontic benefit shall be \$1500. Benefits shall include three cleanings per year.
4. The Board will pay the full premium for all health and insurance benefits. Dependents of employees will be insured in accordance with the terms of the insurance policy in effect.
5. Only members of the bargaining unit whose regular assignment is sixty (60%) percent of a full-time teacher's workweek will receive the full benefits provided in this Article.
6. A retiring teacher has the option of remaining in the group insurance plan until age 65 with all premiums for this coverage being borne by the teacher.
7. Secretarial employees on leave without pay or who retire shall have the privilege of being covered under the group plans upon payment of the appropriate premiums and with the consent of the specific insurance company involved.
8. The Board agrees to notify the FREA 30 calendar days prior to a change of insurance carrier and allow the FREA to review the plan. The FREA shall have 30 calendar days after the receipt of documentation to review the plan.

C. Voluntary Waiver of Benefits

1. There shall be a voluntary waiver incentive plan for the health/hospitalization, prescription and dental insurances provided in this Agreement. An incentive payment will be made to the employee in the amount of 30% of the relevant premium the Board would have been required to pay if the employee had not waived coverage. The waiver period shall be July 1 through June 30. The payment will be made in two installments per year, one in December and one in June.
2. Employees eligible to waive insurances are employees who are eligible to receive any enrollment level above single for health/hospitalization insurance or are eligible to receive any enrollment level for prescription and dental insurance.
3. An employee may waive one, two or all three insurances.
4. An employee who has no other health/hospitalization coverage may not waive the health/hospitalization coverage. An employee waiving health/hospitalization coverage must provide proof of alternative coverage or the waiver will not be allowed.
5. An employee who waives coverage may re-enroll at the open enrollment periods, subject to carrier rules. The only exception is that if a spouse's health/hospitalization coverage is terminated during an insurance year, the employee may re-enroll immediately in the District's plan. If such re-enrollment occurs during the insurance year, the incentive payment will be prorated for that year.
6. Each potentially eligible employee will receive a form from the administration. It will contain a final return date and waiver of coverage, and will specify the incentive payment which will be received.
7. In order to protect all employees from Federal and State taxation of existing benefits once this plan is in effect, the District will maintain a Section 125 plan.
8. Employees who receive such a waiver incentive are subject to normal Federal and State withholding on such payment.

- D.
1. Employees who may be required to use their own automobile 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 rate established by the Internal Revenue Service.
  2. The Board shall arrange for, and maintain, appropriate insurance to cover all damages, losses, and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his own automobile in the performance of school duties.
  3. Any reimbursements granted elsewhere in this contract shall be paid within sixty (60) days of submission of documentation to the Board Secretary.

E. ADDITIONAL SUMMER HELP

1. In order to have all special program opportunities available to students in a timely manner it will be necessary for specific individuals to work during the summer months. The individuals are: Media Specialists; Library Clerks; Computer Teachers; School Nurses; Child Study Team members; guidance; gifted and talented teachers; and, Autism Program staff.
2. The administration also recognizes that summer plans and personal situations change from year to year. Toward this end, district/building level administrators will coordinate a flexible summer schedule that meets the needs of the district and each individual asked to work. Under special circumstances when it is imperative to address the needs at specific facility individuals will be permitted to work at another site to assist a colleague.
3. Outlined below are summer work requirements:

Media Specialists – 80 hours ✓  
 Computer Teachers – 35 hours\* ✓  
 Gifted & Talented Teachers – 14 Hours ✓  
 K-5 Guidance Counselors – 49 hours ✓  
 6-8 Guidance Counselors – 70 hours -  
 School Nurses – 70 hours  
 One Child Study Team – 140 hours (These positions will be posted and awarded based on seniority.)

Autistic Summer Program (teachers, teacher assistants, and speech therapists) – a maximum of 150 hours each.

\*In the event a computer classroom is upgraded (e.g. new hardware) it may be necessary for the computer teacher to work an additional 35 hours to prepare the classroom for the opening of school.

4. Each of the above employees will receive 1/1400 of their contracted salary for every hour of summer employment.
5. Cafeteria/Playground Aides will be compensated at an hourly rate for three hours of summer employment for training, as necessary.

F. WAIVER OF TEACHER MENTOR FEE

1. The Board of Education will pay the state mandated mentoring fee (up to a maximum of \$1000.00) directly to the mentor teacher at the conclusion of the mentoring experience.

2. Teacher-mentors will be recruited from the corresponding grade level whenever possible. The parties understand that, in almost all cases, it would be unwise to assign a non-tenured teacher to be a mentor to another teacher. However, there may be rare cases when a non-tenured teacher, who has had teaching experience before he/she arrived at Flemington-Raritan, may be a sound selection as a mentor for a teacher. Prior to this occurring, the principal will notify the FREA Building Vice President of this potential need.
3. Principals will provide four visitation opportunities (one per marking period or as requested) for both the mentor and the mentee.
4. First time mentors will be provided a one-day orientation to the mentor process, with release time or pay at the curricular rate. Teachers who have previously served as mentors may attend.
5. New teachers holding eligibility certificates are expected to attend monthly district-wide staff development meetings as directed by their principal.

G. NATIONAL TEACHER BOARD CERTIFICATION

1. The Board of Education will establish a fund equal to the cost of securing National Teacher Board Certification for a maximum of 10 teachers annually – 2 per school or 10 per district in any given school year (1999 = \$20,000. or \$2000. each). Volunteer participation will be subject to the recommendation of the principal and superintendent. Reimbursement will be contingent upon the attainment of certification in the approved area.
2. During the school year in which a teacher develops his/her portfolio and completes the assessment, the Board of Education will use the "waiver and equivalency" process to exempt the teacher from the state-mandated evaluation process and all that it entails at the local level – planbook review, formal classroom observations, professional growth plan, indicators of pupil progress and annual evaluation. It must be understood that the New Jersey Department of Education is under no obligation to grant the Board a waiver.
3. Teachers who accept reimbursement for National Teacher Board Certification agree to remain in the district for 2 full school years (September – June) following the attainment of certification. These two years need not be consecutive. A teacher who leaves the district prior to or during the first school year must repay the district the complete \$2000.00 fee. Leaving the district prior to or during the second year of obligation requires repayment of \$1000.00.
4. Teachers who earn National Teacher Board Certification will be entitled to an annual salary adjustment of \$1,000 beginning the school year following attainment of certification.
5. For negotiations purposes salary adjustments resulting from participation in National Teacher Board certification, will not be included in the development of future scattergrams.
6. Effective July 1, 2007, the foregoing benefits will be extended to nurses who acquire National Nursing Board certification.

ARTICLE 14

NOTIFICATION OF TEACHING ASSIGNMENT

- A.
  - 1. All teachers shall be given written notice of their teaching assignment for the coming school year prior to the termination of the current year.
  - 2. In the event a change of assignment occurs after the termination of the school year, affected teachers will be notified, in writing, and a list of said changes shall be sent to the Association.
  - 3. Teachers who desire a change in assignment may file a written statement of such desire with the Superintendent.
- B.
  - 1. Any vacancy which occurs in the school shall be posted in accordance with affirmative action and Board policy.
  - 2. The Association President shall be notified of any vacancy which occurs in the summer.
  - 3. In the event a vacancy occurs suddenly and must be filled at all possible speed, in order to insure the continuation of a thorough and efficient education, the Superintendent shall notify the Association President of said vacancy. This shall fulfill the posting requirement (of B. above) in these urgent situations.

#### ARTICLE 15

#### TEACHER OBSERVATION AND EVALUATION

- A.
  - 1. Observation and evaluation of the work performance of a teacher shall be conducted openly and in accordance with Board policy.
  - 2. The teacher shall receive the observation report prepared by his evaluator within five (5) school days of such observation. The teacher shall receive the observation and/or evaluation report at least one (1) day before any conference to discuss same. Said conference shall be held with the evaluator. No such report shall be submitted to the Central Office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete form. Every observation and evaluation form will provide sufficient space for optional response by the teacher.
- B. In accordance with state law, non-tenured teachers will be observed and evaluated not less than three (3) times a year, based on a full year's employment.
- C. Tenured teachers shall be evaluated not less than once a year. All observations of tenured teachers, including the observation report, will be completed by April 30th. The final written evaluation, however, will be completed no later than May 31st.
- D. A teacher shall have the right to review annually the contents of his/her personnel file and to receive a copy, at Board expense, of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. At least once every year a teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise objectionable to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, in his/her opinion they are obsolete or otherwise objectionable to retain, they shall be destroyed after the Board has been informed.
- E. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review such materials by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher also shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

- F. A separate personnel file for each staff member may be established in the Central Office solely for documents which a teacher legally has waived his/her right to see.

#### ARTICLE 16

##### TEACHER ASSISTANTS, LIBRARY CLERKS, AND CAFETERIA/PLAYGROUND AIDES EVALUATION PROCEDURES

- A. All teacher assistants shall be observed at least once each school year and evaluated once by their immediate supervisor and/or the building principal and/or vice principal.
- B. All library clerks and cafeteria/playground aides shall be evaluated once by their immediate supervisor and/or the building principal and/or vice principal.
- C. Within five (5) school days of the receipt of an evaluation document, the evaluator shall meet with the teacher assistant, library clerk or cafeteria/playground aide. Within ten (10) days of this conference, if the teacher assistant, library clerk, or cafeteria/playground aide disagrees with the contents of the evaluation, she/he may supply her/his written comments to the evaluator. A copy of these comments shall be permanently added to the personnel folder of the individual.
- D. A teacher assistant, library clerk, cafeteria/playground aide shall have the right to review annually the contents of his/her personnel file and to receive a copy, at Board expense, of any documents contained therein. A teacher assistant/library clerk shall be entitled to have a representative of the Association accompany him/her during such review. At least once every year a teacher assistant/library clerk shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise objectionable to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, in his/her opinion they are obsolete or otherwise objectionable to retain, they shall be destroyed after the Board has been informed.
- E. No material derogatory to a teacher assistant's, library clerk's, or cafeteria/playground aide's conduct, service, character or personality shall be placed in his/her personnel file unless that employee has had an opportunity to review such materials by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee also shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

#### ARTICLE 17

##### SECRETARIAL EMPLOYEES--EMPLOYMENT PROCEDURES

A. Evaluation Procedure

All new employees shall be evaluated during their probationary period. In addition, all employees shall be evaluated by the Administrator in charge at least one (1) time in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and the Administrator in charge of that employee for the purpose of identifying deficiencies and extending assistance for their correction. Written evaluations shall be completed by April 30th of each year.

1. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
2. An employee shall be given a copy of any visit or evaluation report at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office, placed in an employee's file, or otherwise acted upon without prior conference with the employee, unless the



employee does not avail himself/herself of a conference within thirty (30) calendar days from the receipt of the evaluation.

3. Reports

Evaluation reports shall be presented to each employee by his/her Building Principal in accordance with the following procedures:

- a. Such reports shall be issued in the name of the Building Principal based on a compilation of reports and observations by any or all supervisory personnel who come in contact with the employee in a supervisory capacity.
- b. Such reports shall be addressed to the employee.

4. Personnel Records File

An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies, at Board expense, of any documents contained therein. Any employee shall be entitled to have a representative of the Association accompany him/her during such review.

B. Derogatory Material

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. If the employee fails to sign the material within ten (10) days of the employee's receipt of such material for review, the material will be placed in the file noting that the ten (10) day limit for signature had expired. The employee also shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

C. Resignation

1. An employee who is resigning from his/her position shall give two (2) weeks' written notice.
2. Accrued vacation shall be paid according to the proportion of full months worked to the total contract year. No accrued vacation will be paid unless two (2) week written notice of resignation has been given.

D. Notification

Employees shall be notified of their contract and salary status for the ensuing year no later than April 30th.

## ARTICLE 18

### SECRETARIAL EMPLOYEES, TEACHER ASSISTANTS, LIBRARY CLERKS, AND CAFETERIA/PLAYGROUND AIDES PROCEDURES FOR FILLING VACANCIES

- A. All known vacancies shall be posted. Applications concerning this vacancy from Association members must be received within five (5) working days of the notice to be considered as candidates for this position. Notice of the decision shall be posted within five (5) days after official action by the Board.
- B. Employees who desire to change in rank and/or assignment or who desire to transfer to another building may file a written request of such desire at any time via their Building Principal or immediate supervisor to the Superintendent. Such request shall include rank, position, and the school or schools to which the employee desires to be transferred, in order of preference.
- C. Notice of a transfer or reassignment which changes working hours only shall be given to the employee at least five (5) working days prior to transfer or reassignment.
- D. Any transfer or reassignments shall be made only after a meeting between the employee involved and the appropriate supervisor, at which time the employee shall be notified of the reason thereof.

## ARTICLE 19

### TEACHER FACILITIES

The following teacher facilities shall be provided:

- A. Space for each teacher within each instructional area in which to store instructional materials and supplies.
- B. A desk, chair, and filing cabinet for the exclusive use of each teacher.
- C. A furnished and air-conditioned room which shall be reserved for the exclusive use of teachers as a faculty lounge/dining area. This room shall contain a sink, stove and refrigerator. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of such lounge, it shall be cleaned regularly by the school's custodial staff.
- D. A communication system so that teachers can communicate with the main building office from their classrooms.
- E. Well-lighted and clean teacher restrooms, separate from the students' restrooms.
- F. Closet space for teachers to store coats and personal articles.
- G. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
- H. Chalkboard space in each classroom.
- I. Books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.

ARTICLE 20

TEACHER-ADMINISTRATOR LIAISON

A. Building Level Staff Advisory

1. The Association shall select a Staff Advisory not to exceed one (1) member for every six (6) teachers, which shall meet with the Principal when necessary.
2. Areas for consideration by the Staff Advisory shall include school building level discussion regarding:
  - a. Clarification of decisions.
  - b. Facilitation of programs.
  - c. Revision and development of building policies and practices.
3. An agenda will be provided by the party calling the meeting at least twenty-four (24) hours in advance of the meeting.

B. The District Staff Advisory, consisting of not more than five (5) members, shall meet with the Superintendent, at the request of either party, to review and discuss current District practices.

ARTICLE 21

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. Unsafe or Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions as defined by the New Jersey and local building codes.

B. Procedure for Hazardous Conditions

1. Employees shall report unsafe or hazardous conditions to the Building Principal.
2. In the event of a bomb threat, no employee will be asked to remain in the building for any reason.

C. Any employee suffering an assault shall report it, in writing, to the Building Principal within two (2) days, providing health permits. Using the approved forms and accompanied by a written report from the Building Nurse, the Principal shall submit a written report to the Superintendent of Schools.

D. Secretaries shall not be required to supervise children in the school office or classroom except in cases of extreme emergency as determined by the Building Principal.

E. Secretarial instructions pertaining to work or schedules are to be governed by the Building Principal in charge only.

F. Employees shall not be required to use their private vehicles nor shall they be required to drive students.

G. The Board will establish a fund of one thousand dollars (\$1000.00) in each year of the contract (non-cumulative) that will be used to reimburse secretaries for loss, damage, or destruction of clothing,

personal property, or automobile while in performance of their duties, up to the deductible amount of the employee's insurance, which reimbursement will not exceed two hundred dollars (\$200.00) in any case. In order to establish a claim, a complaint must have been filed with the Police Department.

- H. The parties agree to establish a committee of two FREA members and an administrator to review secretary security issues.
- I. Library Clerks shall not be in the library without certified personnel when students are present, pursuant to N.J.A.C. 6:11-4.6(A). Except under Article 12.C.1.

## ARTICLE 22

### TEACHER ASSISTANTS AS SUBSTITUTE TEACHERS

- A. Teacher assistants shall not be used as substitute teachers except under B. below.
- B. A teacher assistant may act as the substitute teacher and shall be paid seven dollars (\$7.00) per day in addition to the teacher assistant's pay.
- C. Teacher Assistants will have \$500 added to their annual salary for the possession of a County Substitute Certificate or teaching certificate.

## ARTICLE 23

### TEACHERS--NOTIFICATION OF REDUCTION IN FORCE

- A. The Board of Education reserves the right, in accordance with state laws, to reduce the number of employees. This shall be done in full accordance with state law.

Teachers affected by the reduction in force shall be informed by the Superintendent. The Association shall be notified simultaneously.

## ARTICLE 24

### COUNCIL OF INSTRUCTION

- A. Council of Instruction shall be formed to insure teacher input in the process of improving the educational program of the Flemington-Raritan District.
- B. Membership in the Council of Instruction shall consist of the following:
  - 1. Appointed Voting Members:
    - a. Each School will have three (3) representatives.
    - b. Special Area Teachers will have one (1) representative.
    - c. Special Service Teachers will have one (1) representative.

2. Permanent Voting Members:
  - a. One (1) Administrator from each building.
  - b. Superintendent of Schools.
  - c. Assistant Superintendent for Curriculum and Instruction.
  - d. Director of Special Services.
  - e. President of F.R.E.A. or designee.
  - f. Four (4) Subject Area Supervisors.
  - g. Board Member, preferably Chairperson of Curriculum Committee.
  
- C. 1. Every year, through a rotation process, one-half of the teacher members from the District shall be appointed by the F.R.E.A. Executive Committee, after consultation with the Building Principal, for a term of two (2) years. Other members shall be appointed for a term of one (1) year.
2. Additional appointments may be made during the school year pursuant to C.1. above.
3. A Chairperson and a Recording Secretary shall be elected annually by the members.
  
- D. Council Recommendations  
 Recommendations from the Council shall be submitted to the teachers for action within ten (10) school days of such recommendation. The vote shall be presented to the Chairperson of the Council no later than the second following school day. Upon a majority vote of the teachers, the Chairperson of the Council will submit the Council's recommendation to the Superintendent, along with the vote tally.
  
- E. Meetings  
 The Council shall meet once each month and special meetings may be called as needed. A schedule of these meeting dates shall be provided the last day of the preceding school year.
  
- F. Clerical Aid  
 Clerical assistance from the Central Office will be provided when needed.

## ARTICLE 25

### SICK LEAVE AND PAYMENT FOR ACCUMULATED SICK LEAVE

- A. All secretarial employees and teachers shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year or work year (if a twelve (12) month employee) whether they report for duty on that day or not. Two (2) of these days may be used a year for illness of a member of the immediate family. Unused sick leave days shall be accumulated from year to year with no maximum limit.
  
- B. All teacher assistants, library clerks, and cafeteria/playground aides shall be entitled to ten (10) sick leave days and two (2) family illness days, with pay, each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

C. Employees shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.

D. Payment for Unused Accumulated Sick Leave

1. Teachers

- a. A teacher who has taught in the Flemington-Raritan School District for at least ten (10) years and who retires under the provisions of the Teachers Pension and Annuity Fund shall be eligible for payment for unused accumulated sick leave.
- b. To be eligible for the payment, a teacher must notify the Board of the intention to retire at least three (3) full months prior to the effective date of retirement. The payment shall be made no later than January 15 of the calendar year following the retirement.
- c. The teacher must have 60 days of accumulated sick leave at the time of retirement to be paid for any days. Payment will include the first 60 days.
- d. 

<u>Number of days accumulated</u>	<u>Payment per day</u>
0-100	\$32
101-219	\$37
220 and beyond	\$40
- e. Effective July 1, 2009, the maximum payment shall not exceed \$15,000.
- f. In the event of the death of a teacher before retirement, the estate of said teacher shall receive payment for unused sick days.

2. Secretarial Employees, Teacher Assistants, Library Clerks, and Cafeteria/Playground Aides

- a. Upon retirement from the District, employees shall be compensated for accumulated sick leave. To be eligible, employees must have five (5) years of service in the District. Retirement shall be defined to be in concert with the rules and regulations of the Public Employees Retirement System.
- b. A secretary must have 60 days of accumulated sick leave at the time of retirement to be paid for any days. Payment will include the first 60 days. A teacher assistant, library clerk, or cafeteria/playground aide must have 45 days of accumulated sick leave at the time of retirement to be paid for any days. Payment will include the first 45 days.
- c. Payment Schedule

Secretaries

<u>Number of days accumulated</u>	<u>Payment per day</u>
0-100	\$16.00
101-219	\$18.50
220 and beyond	\$20.00

Teacher Assistants

<u>Number of days accumulated</u>	<u>Payment per day</u>
0-100	\$10.60
101-219	\$12.10
220 and beyond	\$13.00

Library Clerks

<u>Number of days accumulated</u>	<u>Payment per day</u>
0-100	\$7.90
101-219	\$8.90
220 and beyond	\$9.50

Cafeteria/Playground Aides

<u>Number of days accumulated</u>	<u>Payment per day</u>
0-100	\$7.50
101-219	\$8.50
220 and beyond	\$9.50

- d. Effective July 1, 2009 the maximum payment shall not exceed \$7,000.
- e. In the event of the death of a secretary, teacher assistant, library clerk, or cafeteria/playground aide before retirement, the estate of said secretary, teacher assistant, library clerk, or cafeteria/playground aide shall receive payment for unused sick days.

ARTICLE 26

TEACHERS—TEMPORARY LEAVES OF ABSENCE

A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence, with full pay, each school year.

1. a. Four Personal Days

Application to the teacher's principal or other immediate supervisor for personal leave shall be made at least three (3) days before the requested day. Personal business days shall not be used to extend a holiday recess, including the N.J.E.A. Convention. Two days per year may be used consecutively.

- b. All unused personal days may be converted to sick leave at the end of each school year and added to a teacher's accumulated sick leave. Effective after mutual ratification of the 1999-2002 Agreement, a total of two unused personal leave days may be carried over as accumulated personal leave for bereavement purposes for days over and above those set forth in the bereavement leave clause. There can never be more than two days in this account. At the time of retirement, if there are one or two days remaining, they will be converted to accumulated sick leave for payment. In addition, if an employee exhausts all available accumulated sick leave days and requires these banked bereavement days, they shall be converted back to available sick leave.

2. In order to promote professional growth and improvement, professional days relating to teachers' functions may be granted at the discretion of the Superintendent. Application for such days must be made at least three (3) days prior to the requested date.
3. Time shall be provided, with pay, for an appearance in any legal proceeding relating to teacher employment.

#### ARTICLE 27

##### SECRETARIAL EMPLOYEES—TEMPORARY LEAVES OF ABSENCE

As of July 1, employees shall be entitled to the following temporary non-accumulative leaves of absence, with full pay, each fiscal year:

- A. Four (4) personal business days shall be granted upon the approval of the employee's request. Application to the employee's Principal via immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies).
- B. Unused personal leave days shall accumulate as sick leave. Effective after mutual ratification of the 1999-2002 Agreement, a total of two unused personal leave days may be carried over as accumulated personal leave for bereavement purposes for days over and above those set forth in the bereavement leave clause. There can never be more than two days in this account. At the time of retirement, if there are one or two days remaining, they will be converted to accumulated sick leave for payment. In addition, if an employee exhausts all available accumulated sick leave days and requires these banked bereavement days, they shall be converted back to available sick leave.
- C. All secretaries shall be allowed two (2) days, with pay, to attend the N.J.E.A. Convention.

#### ARTICLE 28

##### TEACHER ASSISTANTS, LIBRARY CLERKS AND CAFETERIA/PLAYGROUND AIDES— TEMPORARY LEAVES OF ABSENCE

- A. Employees are entitled to four (4) personal leave days per year.
- B. Unused personal leave days shall accumulate as sick leave. Effective after mutual ratification of the 1999-2002 Agreement, a total of two unused personal leave days may be carried over as accumulated personal leave for bereavement purposes for days over and above those set forth in the bereavement leave clause. There can never be more than two days in this account. At the time of retirement, if there are one or two days remaining, they will be converted to accumulated sick leave for payment. In addition, if an employee exhausts all available accumulated sick leave days and requires these banked bereavement days, they shall be converted back to available sick leave.

#### ARTICLE 29

##### BEREAVEMENT LEAVE

- A. Up to five (5) days' leave with pay, at any one time, will be granted upon request when a death occurs in the immediate family of any staff member. Immediate family is defined to include: spouse, civil union partner, child, parent, spouse's parent, son/daughter-in-law, brother, sister and grandchild.
- B. Up to three (3) days with pay, at any one time, in the event of a death of a staff member's aunt, uncle, brother/sister-in-law, grandparent or spouse's grandparent.





- C. In the event of the death of a staff member or student in the Flemington-Raritan School District, the principal or immediate supervisor of said staff member or student shall grant, to an appropriate number of staff, sufficient time to attend the funeral.
- D. Effective after mutual ratification of the 1999-2002 Agreement, a total of two unused personal leave days may be carried over as accumulated personal leave for bereavement purposes for days over and above those set forth in the bereavement leave clause. There can never be more than two days in this account. At the time of retirement, if there are one or two days remaining, they will be converted to accumulated sick leave for payment. In addition, if an employee exhausts all available accumulated sick leave days and requires these banked bereavement days, they shall be converted back to available sick leave.


### ARTICLE 30

#### TEACHERS—EXTENDED LEAVES OF ABSENCE

- A. It is the Board's prerogative to grant leaves, on the individual merits of each request, based upon the educational and financial needs of the District.
- B. All requests for leaves, extensions, or renewal of leaves shall be applied for in writing to the Board by April 1<sup>st</sup> of the preceding school year. In case of emergency, this restriction may be waived by the Board.
- C. Any teacher wishing to return from leave must notify the Board, in writing, by April 1<sup>st</sup> of the leave year. Failure to meet this deadline will be interpreted as termination of employment.
- D. Upon return from any leave covered by this Article, all benefits to which an employee was entitled at the time the leave commenced, including unused accumulated sick leave, shall be restored.
  - 1. Time spent on leave shall be considered as time not in the employ of the Board for placement on the salary guide, eligibility for self-improvement leaves, or retirement benefits. The Board may, however, on the recommendation of the Superintendent, grant advancement on the guide to a teacher returning from leave if that person presents evidence, in writing, that sufficient professional improvement has occurred during the leave to justify the increment.
  - 2. In order to be eligible for an increment, a teacher must have worked or been on approved paid leaves of absence under the terms of this contract at least ninety-three days during the contract year.
- E. The Board agrees that up to two (2) tenured teachers designated by the Association may, upon request, be granted a leave of absence, without pay, for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates of an educational nature, as approved by the Superintendent and the Board of Education and subject to local educational needs.
- F. A leave of absence, without pay, of up to one (1) year may be granted to any tenured teacher who joins the Peace Corps, Vista, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship, as approved by the Superintendent and the Board of Education, and subject to local educational needs.
- G. Disability Leaves
  - 1. A teacher requesting a disability leave shall notify the Superintendent, in writing, of the commencement of the disability. A letter from the teacher's physician, certifying the disability, shall accompany the teacher's notification to the Superintendent.

- a. In the case of pregnancy, the teacher shall inform the Superintendent of the anticipated delivery date.
  - b. Three (3) months prior to the anticipated delivery date, the teacher may request a leave of absence while she is disabled, for which accumulated sick leave may be utilized.
2. The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity. Applicants for disability leaves which are to commence prior to November 1<sup>st</sup> and/or terminate after April 15<sup>th</sup> may be placed on an involuntary unpaid leave. When this occurs, a teacher who is placed on an involuntary unpaid leave shall be entitled to accumulated sick leave during the period of actual disability, according to the negotiated agreement. Medical benefits will continue in force until the end of the disability period. Any involuntary unpaid leave time shall be counted towards the 93 day leave requirement; however, time spent on actual disability leave shall not be counted.

 H.  Childcare Leaves

1. The Board shall grant voluntary unpaid leaves of absence for the purpose of childcare of an infant or adopted child to teachers who fulfill the requirements set out below.
  2. Childcare leaves are available only to tenured teachers.
  3. Requests for childcare leave shall be submitted to the Superintendent at least three (3) months prior to the proposed commencement of leave. The leave shall be for the remainder of the school year. Those teachers whose leave commenced after March 1<sup>st</sup> will be granted a one (1) year extension of leave, upon written request. All other requests for extension of childcare leave will be considered by the Board on an individual basis.
  4. In the case of an adoption, notice shall be given to the teacher's supervisor when filing for adoption. In cases of adoption, application shall be made for specific leave period as soon as the teacher is informed of the custody date. 
- I. In cases of miscarriage or stillbirth, the teacher may elect to return to her position at an earlier date, subject to physician's approval and availability of an appropriate position.
- J. A leave of absence, without pay, of up to one (1) year may be granted for the purpose of caring for a sick member of a tenured teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- K. Self-Improvement Leaves

1. Any teacher who has been employed in the Flemington-Raritan District for a period to obtain tenure and who has at least ten (10) years of teaching experience for salary guide purposes may apply for an unpaid leave of absence of one (1) school year's duration for the purpose of formal graduate study, independent research, or writing of doctoral thesis.
2. The Board of Education may grant an unpaid leave for the aforesaid reasons to eligible teachers upon the recommendation of the Superintendent. Decisions shall be at the full discretion of the Board of Education. Approvals shall be based upon criteria, including:
  - a. Purpose of the leave.
  - b. Teacher's performance.
  - c. The needs of the District.
  - d. The availability of budgetary funds.

3. Applications for leaves shall be submitted, in writing with reasons given, to the Board of Education no later than April 1<sup>st</sup> of the school year preceding the requested leave.
4. No more than two (2) teachers may be on such leave at any time. However, if applications do not meet the criteria as stated above, such leaves need not be granted every school year.
5. No teacher may be granted more than one (1) leave for the reasons stated in K. 1. while in the employ of the District.
6. Such leaves of absence will not be granted for the purpose of studying for or engaging in a trade or profession.
7. COMPENSATION DURING SELF-IMPROVEMENT LEAVE

A teacher who is on an approved self-improvement leave of absence shall be paid 50% of his/her relevant base salary. The teacher will be paid on the same pay schedule as all ten-month employees. The teacher will receive health insurance on the same terms as all otherwise eligible unit members. However, the teacher shall not be eligible for other employee benefits, including payment of sick days or disability leave.

8. Upon return from such leave, all benefits to which an employee was entitled at the time the leave commenced, including unused accumulated sick leave, shall be restored.

Time spent on improvement leave shall be considered as time not in the employ of the Board for purposes of placement on the salary guide. The Board may, however, on the recommendation of the Superintendent, grant advancement on the guide to a teacher returning from leave if that person presents evidence, in writing, that sufficient professional improvement has occurred during the leave to justify the increment.

9. The teacher on improvement leave must notify the Board, in writing, no later than April 1<sup>st</sup> of the leave year of the teacher's employment intentions for the following school year. Failure to meet this deadline will be interpreted as a formal resignation.
10. If the teacher on leave accepts the stipend referenced in 7 above, that teacher, by that acceptance, agrees to repay the gross amounts paid by the District, if the teacher leaves the employ of the District within two (2) calendar years of the date upon which he/she returned to the District after the leave.

#### ARTICLE 31

##### SECRETARIAL EMPLOYEES—EXTENDED LEAVES OF ABSENCE

- A. A maternity leave of absence will be governed by the official Board Policy.
- B. Extended leaves of absence due to illness will be governed by Board Policy.

#### ARTICLE 32

##### TEACHER ASSISTANTS, LIBRARY CLERKS AND CAFETERIA/PLAYGROUND AIDES — EXTENDED LEAVES OF ABSENCE

Extended disability leaves and childcare leaves are governed by Board Policy 4435.

## ARTICLE 33

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

#### Tuition Reimbursement

- A.
1. Effective July 1, 2008, newly hired teachers must have a minimum of two years teaching experience to be eligible for this benefit.
  2. Each qualifying teacher is eligible for reimbursement annually up to an amount not to exceed the cost of 12 graduate credits at Rutgers-The State University rate." (Subject to Article 33.A.6)
  3. All course work for which the School District is expected to make payment must be approved by the Superintendent in advance of any type of commitment. One-third (1/3) of the credits applied for may be undergraduate, but must be related to the teacher's current or proposed function in the Flemington-Raritan system. Course work shall be defined to mean instructional procedure administered by an accredited college or university, but not including T.V. courses. Payment for tuition reimbursement requires a B or higher.
  4. The items eligible for reimbursement are tuition, fees, and required textbooks.
  5. A year is defined as being from July 1<sup>st</sup> of one year to June 30<sup>th</sup> of the following year, for the purpose of this Article.
  6. The maximum liability to the Board of Education shall be \$150,000 in year 2 (2008-2009) and \$160,000 in year 3 (2009-2010) of this agreement. Amounts not expended in one school year shall not be added to money available in the following school year. The following guidelines shall apply:
    - a. In order to qualify for reimbursement, applications are to be submitted to the Superintendent for approval before enrolling for any course work. Course approval by the Superintendent or designee determines eligibility for reimbursement; it does not guarantee reimbursement. Teachers will be notified when the application is approved and when reimbursement funds are encumbered for the course.
    - b. Subject to the annual tuition cap shown above, tuition reimbursement for the FIRST COURSE taken by any qualifying teacher in a school year shall be reimbursed on a first-come first-served basis and is limited to an amount not to exceed the cost of three (3) graduate credits at the Rutgers University rate. Reimbursement for tuition, fees and required textbooks for the FIRST COURSE will be made upon receipt of the teacher's transcript indicating a grade of B or better and proof of payment of all course expenses.
    - c. Reimbursement for additional courses shall be taken from the balance of funds, if any, remaining for the school year after reimbursement for all qualifying FIRST COURSES. Reimbursement for additional courses shall be based upon a pro rata percentage of the outstanding total cost of approved courses taken by all qualified teachers during that school year. In order to facilitate the calculation of additional reimbursements, all course approval applications must be submitted to the Superintendent prior to May 1 of each school year. Reimbursement for additional courses will be made upon receipt of the teacher's transcript indicating a grade of B or better and proof of payment of all course expenses.
    - d. The Association shall be notified of the amount of funds encumbered for FIRST COURSES by December 31<sup>st</sup> of the school year.

- B. Support staff will receive a \$50 per credit stipend (to a maximum of 6 credits with each credit equaling 15 hours of participation) for pre-approved staff development credits earned after July 1, 1993. Such credits will be paid out on a one-time basis and will not be added to the staff member's base pay.
- C. The Board shall reimburse secretaries for job-related courses taken with prior approval of the Assistant Superintendent for Curriculum and Instruction.
- D. Teaching assistants and library clerks who take undergraduate college courses which have been approved in writing by the Superintendent in advance of course registration shall be reimbursed for up to three (3) credits per year (July 1 through June 30) at a rate not to exceed \$1,000. In order to be reimbursed, the employee must successfully complete the course. Reimbursement will occur as soon as possible after submission of proof of course registration and course completion.

ARTICLE 34

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Flemington-Raritan Education Association, Hunterdon County Education Association, the New Jersey Education Association, and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Said deductions shall be made in compliance with N.J.S.A. 52-14-15.9(e) and under rules established by the State Department of Education. Said moneys, together with records of any corrections, shall be transmitted to the Treasurer of the Flemington-Raritan Education Association by the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. Upon termination of employment of any teacher, the disbursing officer shall deduct any remaining amount due for that current school year. The Association Treasurer shall disburse such moneys to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth:

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

School Bldg. \_\_\_\_\_ District \_\_\_\_\_

To: Disbursing Officer \_\_\_\_\_ 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 the succeeding school year. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal which shall be effective to halt deductions as of the January 1<sup>st</sup> or July 1<sup>st</sup> date. 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 moneys so deducted and transmitted in accordance with this authorization, and relieve the governing Board and all its officers from any liability thereof. I designate the Flemington-Raritan Education Association to receive dues and distribute according to the organizations named:

Flemington-Raritan Education Association \$ \_\_\_\_\_

Hunterdon County Education Association \$ \_\_\_\_\_

New Jersey Education Association \$ \_\_\_\_\_

National Education Association \$ \_\_\_\_\_

- B. The Association shall certify to the Board, in writing, the current rate of its membership dues.

- C. Additional authorizations for dues deductions may be received after August 1<sup>st</sup> under rules established by the State Department of Education.
- D. The filing of notice of teacher's withdrawal shall be prior to December 1<sup>st</sup> to become effective to halt deductions as of January 1<sup>st</sup>, and June 1<sup>st</sup> to become effective to halt deductions July 1<sup>st</sup> next succeeding the date on which notice of withdrawal is filed.
- E. By September 15<sup>th</sup> of each school year, upon request of a teacher, any portion of the teacher's salary, as designated, shall be deducted semi-monthly and forwarded monthly to the Hunterdon County School Employees Federal Credit Union in that teacher's name.

## ARTICLE 35

### MISCELLANEOUS PROVISIONS

- A. This Agreement incorporates the entire understanding of the parties on all matters which are or could have been the subject of negotiations. During the term of the Agreement neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by law.
- B. Separability  
  
If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Compliance Between Individual Contract and Master Agreement  
  
An individual contract between the Board and an individual employee, 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. Printing Agreement  
  
Copies of this Agreement shall be printed with the expense shared equally between the Board and the Association within thirty (30) days after the Agreement is signed.

ARTICLE 36

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2007, and shall continue in effect until June 30, 2010.

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.

Flemington-Raritan Regional  
Board of Education

Flemington-Raritan  
Education Association

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

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Date

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Date

**SCHEDULE A-1**  
**TEACHERS' SALARY GUIDE**  
**SCHOOL YEAR 2007-2008**

Years of Exp.	Step	BA	BA+15	MA	MA+30
0	1	44,056	45,056	47,256	48,166
1	2	44,256	45,256	47,456	48,366
2	3	44,456	45,456	47,656	48,566
3	4	44,656	45,656	47,856	48,766
4	5	44,856	45,856	48,056	48,966
5	6	45,056	46,056	48,256	49,166
6	7	45,256	46,256	48,456	49,366
7	8	45,456	46,456	48,656	49,566
8	9	47,726	48,726	50,926	51,836
9	10	50,576	51,576	53,776	54,686
10	10A	54,566	55,566	57,766	58,676
11	11	58,556	59,556	61,756	62,666
12	11A	62,546	63,546	65,746	66,656
13-16	11B	66,536	67,536	69,736	70,646
17	11C	70,526	71,526	73,726	74,636
18+	12	74,516	75,516	77,716	78,626



**SCHEDULE A-2**  
**TEACHERS' SALARY GUIDE**  
**SCHOOL YEAR 2008-2009**

Years of Exp.	Step	BA	BA+15	MA	MA+30
0	1	45,162	46,162	48,362	49,272
1	2	45,362	46,362	48,562	49,472
2	3	45,562	46,562	48,762	49,672
3	4	45,762	46,762	48,962	49,872
4	5	45,962	46,962	49,162	50,072
5	6	46,162	47,162	49,362	50,272
6	7	46,362	47,362	49,562	50,472
7	8	46,562	47,562	49,762	50,672
8	9	48,832	49,832	52,032	42,942
9	10	51,682	52,682	54,882	55,792
10	10A	55,672	56,672	58,872	59,782
11	11	59,662	60,662	62,862	63,772
12	11A	63,652	64,652	66,852	67,762
13	11B	67,642	68,642	70,842	71,752
14-17	11C	71,632	72,632	74,832	75,742
18+	12	75,622	76,622	78,822	79,732

**SCHEDULE A-3**  
**TEACHERS' SALARY GUIDE**  
**SCHOOL YEAR 2009-2010**

Years of Exp.	Step	BA	BA+15	MA	MA+30
0	1	46,298	47,298	49,498	50,408
1	2	46,498	47,498	49,698	50,608
2	3	46,698	47,698	49,898	50,808
3	4	46,898	47,898	50,098	51,008
4	5	47,098	48,098	50,298	51,208
5	6	47,298	48,298	50,498	51,408
6	7	47,498	48,498	50,698	51,608
7	8	47,698	48,698	50,898	51,808
8	9	49,968	50,968	53,168	54,078
9	10	52,818	53,818	56,018	56,928
10	11	56,808	57,808	60,008	60,918
11	12	60,798	61,798	63,998	64,908
12	13	64,788	65,788	67,988	68,898
13	14	68,778	69,778	71,978	72,888
14	15	72,768	73,768	75,968	76,878
15+	16	76,758	77,758	79,958	80,868

**SCHEDULE B-1**

Teachers supervising any extra-curricular activities that have been approved by the Board will be compensated at the rate of \$29 per hour. The total number of hours to be allocated to each activity will be negotiated between the Superintendent and representative of the Association. (See B-2 attached.)

1. When conflicts of scheduling occur, and with the approval of the Superintendent, more than one person may be assigned to the activity involved.
2. Any extra-curricular Board-approved activity will be compensated and will not be open to non-compensated volunteer participation.
3. Payments will be paid in two (2) payments a year, December and June, or at the end of the sport season.
4.
  - a. A notice of openings for Board-approved extra-curricular activities will be posted with recommended minimum qualifications for each activity listed.
  - b. Teacher applications for these activities will be in writing stating their background/qualifications for the position which they are seeking.

**SCHEDULE B-2**  
**JPC EXTRA-CURRICULAR ACTIVITIES—SPORTS**

A = Varsity Coach    B= J. V. Coach

INTERSCHOLASTIC SPORTS	HOURS	2007-2010 \$29 PER HOUR
Athletic Coordinator	N/A	\$5,370
Field Hockey		
A	108	\$3,132
B	96	\$2,784
Boys' Soccer		
A	108	\$3,132
B	96	\$2,784
Girls' Soccer		
A	108	\$3,132
B	96	2,784
Boys' Basketball		
A	168	\$4,872
B	120	\$3,480
Girls' Basketball		
A	168	\$4,872
B	120	\$3,480
Basketball Supervision	55	\$1,160
Lacrosse		
A	132	\$3,828
B	108	\$3,132
Softball		
A	132	\$3,828
B	108	\$3,132
Cheerleading, Basketball		
A	168	\$4,872
B	120	\$3,480
Baseball		
A	132	\$3,828
B	108	\$3,132
Cheerleading, Wrestling	168	\$4,872
Cross Country, Coed (2 staff)	240	\$6,960
Intramurals, Fall	200 hour maximum*	\$29 per hour
Intramurals, Spring		\$29 per hour
Intramurals, Winter		\$29 per hour
Volleyball, Girls'	108	\$3,132
Wrestling	168	\$7,308
Wrestling Supervision	40	\$1,160

\*Intramurals – paid hourly. Hours to be determined by the building principal and paid at a rate of \$29 per hour.

**SCHEDULE B-2**  
**JPC EXTRA-CURRICULAR ACTIVITIES—CLUBS**

CLUBS	HOURS	2007-2010 \$29 PER HOUR
American Red Cross Training	50	\$1,450
Art Club	45	\$1,305
Band Concerts (gr 6-7-8): Jazz Band	92	\$10,672
Orchestra	92	
Choir, select	92	
Choir Concerts (gr 6-7-8)	92	
Book Talk	30	\$ 870
Chess Club	30	\$ 870
Computer Club	100	\$2,900
Creative Problem Solving	40	\$1,160
Design Challenge Legoteam	40	\$1,160
Drama Club	150	\$4,350
Environmental Science	30	\$ 870
Learning Lab (AM/PM)*	360 maximum hour	*\$29 per hour
Math Team	30	\$ 870
Sat Preparation	15	\$ 435
Student Council	300	\$8,700
Technology Club – Tiger TV	50	\$1,450
Theatre Coordinator		\$3,000
Tiger Tales: On-line Magazine	100	\$2,900
Tiger's Tale: Yearbook	200	\$5,800
Website Coordinator	40	\$1,160
World Cultures	50	\$1,450
Yearbook Photographer	40	\$1,160

\*a. Learning Lab (am/pm) – paid hourly. Hours to be determined by the building principal and paid at the rate of \$29 per hour.

**SCHEDULE B-3**  
**RFIS EXTRA-CURRICULAR ACTIVITIES—CLUBS**

CLUBS	HOURS	2007-2010 \$29 PER HOUR
Art Studio	10	\$ 290
Clarinet Choir	10	\$ 290
Drama Production	150	\$4,350
Digital Audio Production	30	\$ 870
Digital Video Production	30	\$ 870
Games Galore	10	\$ 290
Garden Club	60	\$1,740
Guitar Ensemble	30	\$ 870
Guitar Club	30	\$ 870
Hand Chimes	30	\$ 870
Intramurals*	300 hour maximum	\$29 per hour
Jazz Lab	10	\$ 290
Knitting Club	10	\$ 290
Knotted Beads & Bracelets	10	\$ 290
Learning Lab (AM/PM)*		*\$29 per hour
Mural Club	20	\$ 580
NASCAR Club	10	\$ 290
On-Line Magazine	30	\$ 870
Origami Club	10	\$ 290
Photography	20	\$ 580
Scrap Book	20	\$ 580
Steppin' Out Dance	40	\$1,160
Student Council	300	\$8,700
Related Arts Team Leaders – Grades 5 & 6		\$ 810
Yearbook	200	\$5,800
Yearbook Photographer	40	\$1,160

\* Learning Lab (am/pm) – paid hourly. Hours to be determined by the building principal and paid at the rate of \$29 per hour.

\* Intramurals – paid hourly. Hours to be determined by the building principal and paid at a rate of \$29 per hour.

**SCHEDULE B-4**  
**GRADES 5-8 – TEAM LEADERS**

		<b>Stipend</b>
Team Leaders – Grades 5 & 6		\$864/\$1,067
Team Leaders – Grades 7 & 8		\$2,133

**SCHEDULE B-4**  
**GRADES 5-8 – CAFETERIA SUPERVISION**

		<b>Stipend</b>
Cafeteria Supervision		\$ 864
Cafeteria Supervision	\$1503.50 each	\$3,007

**SCHEDULE C-1**

**SECRETARIAL SALARY GUIDE  
SCHOOL YEAR 2007-2008**

STEP 06-07	STEP 07-08	ADMINISTRATIVE SECRETARY	TWELVE-MONTH SECRETARY	TEN-MONTH SECRETARY
----	1	43,237	39,306	32,755
1	2	44,557	40,506	33,755
2	3	45,877	41,706	34,755
3	4	47,197	42,906	35,755
4	5	48,517	44,106	36,755
5/6	6	49,837	45,306	37,755

**SCHEDULE C-2  
SECRETARIAL SALARY GUIDE  
SCHOOL YEAR 2008-2009**

STEP 07-08	STEP 08-09	ADMINISTRATIVE SECRETARY	TWELVE-MONTH SECRETARY	TEN-MONTH SECRETARY
----	1	45,216	41,105	34,254
1	2	46,536	42,305	35,254
2	3	47,856	43,505	36,254
3	4	49,176	44,705	37,254
4	5	50,496	45,905	38,254
5/6	6	51,816	47,105	39,254

**SCHEDULE C-3  
SECRETARIAL SALARY GUIDE  
SCHOOL YEAR 2009-2010**

STEP 08-09	STEP 09-10	ADMINISTRATIVE SECRETARY	TWELVE-MONTH SECRETARY	TEN-MONTH SECRETARY
----	1	47,368	43,062	35,885
1	2	48,688	44,262	36,885
2	3	50,008	45,462	37,885
3	4	51,328	46,662	38,885
4	5	52,648	47,862	39,885
5/6	6	53,968	49,062	40,885

**NEW HIRES:**

No experience  
1 to 5 years  
6 to 8 years

Step 1  
Step 2  
Step 3

9 to 11 years  
12 to 15 years  
16+ years

Step 4  
Step 5  
Step 6

**SCHEDULE D-1**  
**TEACHER ASSISTANTS – SALARY GUIDE**  
**SCHOOL YEAR 2007-2008**

STEP 06-07	STEP 07-08	Amount w/o Teaching Substitute Certificate	Amount with Teaching Substitute Certificate
---	1	26,070	26,570
1	2	26,845	27,345
2	3	27,620	28,120
3-4	4	28,395	28,895

**SCHEDULE D-2**  
**TEACHER ASSISTANTS - SALARY GUIDE**  
**SCHOOL YEAR 2008-2009**

STEP 07-08	STEP 08-09	Amount w/o Teaching Substitute Certificate	Amount with Teaching Substitute Certificate
---	1	27,197	27,697
1	2	27,972	28,472
2	3	28,747	29,247
3-4	4	29,522	30,022

**SCHEDULE D-3**  
**TEACHER ASSISTANTS - SALARY GUIDE**  
**SCHOOL YEAR 2009-2010**

STEP 08-09	STEP 09-10	Amount w/o Teaching Substitute Certificate	Amount with Teaching Substitute Certificate
---	1	28,424	28,924
1	2	29,199	29,699
2	3	29,974	30,474
3-4	4	30,749	31,249



**SCHEDULE E-1**  
**LIBRARY CLERKS - SALARY GUIDE**  
**SCHOOL YEAR 2007-2008**

STEP	STEP	Amount w/o Teaching Substitute Certificate	Amount with Teaching Substitute Certificate
06-07	07-08		
1	1-2	19,636	20,136
2-3	3-4	20,225	20,725
4	5	20,832	21,332
5	6	21,457	21,957
6	7	22,101	22,601

**SCHEDULE E-2**  
**LIBRARY CLERKS - SALARY GUIDE**  
**SCHOOL YEAR 2008-2009**

STEP	STEP	Amount w/o Teaching Substitute Certificate	Amount with Teaching Substitute Certificate
07-08	08-09		
	1	20,922	21,422
1-2	2-3	21,550	22,050
3-4	4-5	22,197	22,697
5	6	22,863	23,363
6	7	23,549	24,049
7	8	24,256	24,756

**SCHEDULE E-3**  
**LIBRARY CLERKS/SCHOOL RECEPTIONIST - SALARY GUIDE**  
**SCHOOL YEAR 2009-2010**

STEP	STEP	Amount w/o Teaching Substitute Certificate	Amount with Teaching Substitute Certificate
08-09	09-10		
1-5	1	24,169	24,669
6	2	24,894	25,394
7	3	25,641	26,141
8	4	26,410	26,910
5	5	27,202	27,702
	6	28,018	28,518

**SCHEDULE F-1**  
**CAFETERIA/PLAYGROUND AIDES – SALARY GUIDE**  
**SCHOOL YEAR 2007-2008**

STEP	STEP	AMOUNT (per hour)
06-07	07-08	
	1	12.28
1	2	12.63
2-3	3-4	12.98
4-5 & 6	5	13.33

**SCHEDULE F-2**  
**CAFETERIA/PLAYGROUND AIDES – SALARY GUIDE**  
**SCHOOL YEAR 2008-2009**

STEP	STEP	AMOUNT (per hour)
07-08	08-09	
	1	12.81
1	2	13.16
2	3	13.51
3-4 & 5	4	13.86

**SCHEDULE F-3**  
**CAFETERIA/PLAYGROUND AIDES – SALARY GUIDE**  
**SCHOOL YEAR 2009-2010**

STEP	STEP	AMOUNT (per hour)
08-09	09-10	
	1	13.39
1	2	13.74
2	3	14.09
3-4	4	14.44

**SCHEDULE G-1**  
**SCHOOL RECEPTIONIST – SALARY GUIDE**  
**SCHOOL YEAR 2007-2008**

STEP	STEP	AMOUNT
06-07	07-08	
	1	24,169
1	2	24,894
2	3	25,641
3	4	26,410
4	5	27,202
5 & 6	6	28,018

**SCHEDULE G-2**  
**SCHOOL RECEPTIONIST - SALARY GUIDE**  
**SCHOOL YEAR 2008-2009**

STEP	STEP	AMOUNT
07-08	08-09	
	1	24,169
1	2	24,894
2	3	25,641
3	4	26,410
4	5	27,202
5 & 6	6	28,018