

4-0256

21-06

1970-71

THIS AGREEMENT made the 9th day of March, 1970,
BETWEEN the BOARD OF EDUCATION OF THE TOWNSHIP OF
FRELINGHUYSEN, a municipal corporation located in the Township of
Frelinghuysen, in the County of Warren and State of New Jersey
AND the FRELINGHUYSEN TEACHERS ASSOCIATION, an
unincorporated association located in the Township of Frelinghuysen
in the County of Warren and State of New Jersey,

In consideration of the mutual benefits accruing to
each of the aforesaid parties by virtue of this agreement, they
do respectively agree as follows:

I. DEFINITIONS: When used in this agreement the terms,
hereinafter set forth, should have the following meanings:

1. "Board" shall mean the Board of Education of the
Township of Frelinghuysen.
2. "Association" shall mean the Frelinghuysen Teachers
Association.
3. "School District" shall mean the corporate limits
of the Township of Frelinghuysen and the public schools situate
therein.
4. "Statute" shall mean the statutory law of the State
of New Jersey as set forth in the New Jersey Revised Statutes
which shall hereinafter be referred to as "N.J.R.S."
5. "Teacher" shall mean a full time publicly employed
teacher who holds all necessary certifications as required by
N.J.R.S.
6. "Part-time teacher" shall mean a publicly employed
teacher who holds all necessary certifications as required by
N.J.R.S. Title 18 but is employed by the Board for less than five
full days per week.
7. "Principal" shall mean the administrative head of
the school district as designated by the Board.

8. "School year" shall mean the period between July 1st and continuing through the following June 30th.

9. "Academic year" shall mean the period between the opening day of school in the school district after the general summer vacation and the next succeeding summer vacation and 10 days before and after said period.

10. "Salary schedule" shall mean a schedule of minimum salaries as hereinafter set forth fixed in accordance with years of employment and college or university degree or the equivalent as defined by N.J.R.S. 18A:29-6.

II. REPRESENTATIONS AND PURPOSES: Association is the representative agency designated and selected by a majority of the teachers within the school district. Association represents that it has been so designated and selected by the aforementioned teachers voting in an election conducted pursuant to the provisions of N.J.R.S. 34:13A-5.3 and that it is the exclusive representative for the collective negotiations concerning the terms and conditions of employment of the teachers within said school district. The Board and Association represent that this agreement has been signed by the authorized representatives of the public employer, to wit: the Association.

III. SCOPE OF AGREEMENT: This agreement shall be binding upon the Board and the Association including all of the teachers within the school district. This agreement shall be subject to all mandatory requirements of N.J.R.S. Title 18 and subject to other mandatory statutes of the State of New Jersey and any question of policy not defined in the aforementioned statutes or this agreement shall remain within the exclusive province of the Board. This agreement shall take effect upon execution hereof for the school year to commence July 1, 1970, and shall expire June 30, 1971, and shall be automatically extended from year to year unless a supplemental or new agreement shall be executed by the Board and Association.

IV. NEGOTIATIONS: The Association or its duly empowered officers shall prepare in written form any proposals or amendments to this agreement for a subsequent school year which proposals shall be presented to the Board prior to the ^{15th of October} ~~end of September~~ preceeding the commencement of the next school year. Thereafter, negotiations shall be conducted between the Board and Association during the months of October and November with the aim that all negotiations shall be concluded on or before December 15, preceeding the next school year.

V. TEACHER EMPLOYMENT: All teachers employed by the Board shall receive annual remuneration pursuant to the salary schedule hereinafter set forth taking into consideration the individual teacher's years of employment and college or university degree obtained or its equivalent. All part-time teachers employed by the Board shall receive remuneration pursuant to said salary schedule on a prorated basis. As for example, if a teacher is employed two days per week, he or she shall receive two-fifths of the full time salary as hereinafter provided. All teachers with military service shall be given credit for the same after the first year of employment by the Board to a maximum of four years as defined by N.J.R.S. 18A:29-11. Prior experience by a teacher in private or parochial schools may constitute credit towards years of employment on an individual basis in the case of a particular teacher and at the discretion of the Board.

The salary schedule hereinafter set forth shall not apply to any person whose employment is based on an emergency certificate and such persons shall receive remuneration on an individual basis as may from time to time be determined by the Board.

The provisions of this agreement shall not apply to any person employed as a substitute teacher on a day to day basis.

VI. SALARY SCHEDULE: The following schedule is hereby adopted as the minimum salary for teachers having the requisite experience and degree or equivalent, as hereinbefore set forth.

	Non-degree	B.S.	B.S.+30	M.S.	M.S.+30
1	State Guide	7,200	7,500	7,800	8,100
2		7,550	7,850	8,150	8,450
3		7,900	8,200	8,500	8,800
4		8,250	8,550	8,850	9,150
5		8,600	8,900	9,200	9,500
6		8,950	9,250	9,550	9,850
7		9,300	9,600	9,900	10,200
8		9,650	9,950	10,250	10,550
9		10,000	10,300	10,650	10,900
10		10,350	10,650	10,950	11,250
11		10,700	11,000	11,300	11,600
12	10,000	11,050	11,350	11,650	11,950

Add \$100 above guide after 3rd year of employment in district.

Add \$100 above guide after 9th year of employment in district.

NOTE: Teachers with an earned Doctorate Degree shall receive \$600 above the salary scale for a Master's Degree and 30 credits. The starting salary for one years experience shall be \$8,700.

VII. PAYMENT OF SALARY: Teachers' salaries shall be paid over the academic year and on a ten month basis in twenty equal semi-monthly installments. Payments shall be by check bearing current date and issued on the 15th and 30th day of each month from September through June. If such date falls on a holiday, weekend or during vacation when the school is not in session, payment shall be by check bearing current date and issued on the last working day prior to said date. The salary of any teacher may be withheld for the failure to perform the required duties of his or her position in accordance with the provisions of N.J.R.S. Title 18.

VIII. LEAVES OF ABSENCE: Each teacher shall be allowed sick leave with pay on the basis of 15 school days for each year. The unused portion of the first 10 days shall be cumulative to be used for additional sick leave as needed in subsequent years. In the event of the death in the immediate family of a teacher, that teacher will be allowed an excused absence with pay as follows: five days for the death of father, mother, sister, brother, wife, husband or child; three days for the death of grandparents, mother-in-law, or father-in-law and one day for the death of any other relative. In addition thereto, each teacher shall be allowed three days for the transaction of personal business that cannot be conducted outside of regular school time. The request for such leave shall be made at least one day in advance.

IX. CONVENTION OF NEW JERSEY EDUCATION ASSOCIATION: For the school year 1970-71, the school district shall be closed during the annual convention of the New Jersey Education Association for a period of not more than two days and any teacher attending such convention will be reimbursed for convention expenses at the rate of Ten Dollars (\$10.00) per day for room and Two Dollars and Fifty Cents (\$2.50) per meal, upon satisfactory proof of attendance at such convention.

X. HOSPITALIZATION INSURANCE: The Board will provide and pay the $\frac{1}{4}$ premium for all teachers under full family Hospitalization Insurance Plan and shall furnish each teacher with a description of such insurance coverage at the commencement of each academic year. The Board shall further advise said teacher of the additional amount of premium to cover the teacher's family and said coverage will be furnished upon authorization and appropriate deduction for the additional premium from said teacher's salary. The aforementioned insurance coverage shall be subject to all terms and conditions set forth in the group policy obtained by the Board.

XI. GRIEVANCE PROCEDURE: A teacher with a grievance shall first discuss the grievance with the principal and attempt to resolve the matter.

If the aggrieved person is not satisfied with the disposition of his grievance, or if no decision has been rendered within five days, the teacher may submit his grievance to the Board of Education in writing. The Board shall confer with the teacher within seven days and give an answer within another seven days.

If the aggrieved person is not satisfied with the disposition of his grievance at the second level or if no decision has been reached, the aggrieved person may request that the Professional Rights and Responsibilities Committee of the Association submit the grievance to advisory mediation, if, upon review, it finds that the grievance has merit. The Board and the PR & R Committee shall attempt to agree upon a mutually acceptable Mediator and shall obtain from the Mediator a commitment to serve.

The Mediator selected shall confer with representatives of the Board and the PR & R Committee and hold hearings promptly. He shall issue his decision not later than twenty days from the date of the close of hearings or, if oral hearings have been waived, from the date the final statements and proofs on the issues are submitted to him. The decision of the Mediator shall be submitted to the Board and the Association.

The costs for the services of the Mediator shall be borne equally by the Board and the Association.

The aggrieved person shall have the right to representation at all stages of the grievance procedure.

The definition for "grievance" shall be understood to be a real or imagined wrong; reason for being angry or annoyed; cause for complaint.

XII. INDIVIDUAL TEACHER CONTRACTS AND LETTERS OF INTENT:

On or before March 15th preceeding the school year, the Board shall submit contracts to all teachers without tenure which it desires to re-employ for the following school year. The Board shall also issue a letter of intent to all teachers under tenure within the school district. Said contracts and letters of intent shall set forth the annual salary to which said teacher is entitled pursuant to the salary schedule hereinbefore set forth and shall also indicate the tentative grade assignment of the teacher for the forthcoming school year. If such contracts are accepted by the individual teachers, they shall execute the same and return a signed copy to the Secretary of the Board within ten days thereafter. If the Board does not receive accepted contracts on or before April 1 preceeding the next school year, it shall be conclusively presumed that the individual teachers do not intend to teach within the school district for the forthcoming school year and the Board shall, thereafter, be at liberty to negotiate for the employment of replacement teachers. The final grade assignment for the forthcoming school year shall, of necessity, be at the discretion of the principal with the approval of the Board and may be changed prior to or during the subsequent academic year if a change becomes necessary.

SIIL. MISCELLANEOUS PROVISIONS: Neither the Board nor the Association shall discriminate against any teacher because of membership or non-membership in the aforementioned Association. The Board will furnish a copy of this agreement to each of the teachers within the school district within 15 days after the agreement is executed and shall file the same with the proper authorities as set forth in the statutes in such case made and provided.

IN WITNESS WHEREOF the parties have hereunto executed these premises the day and year first above written.

Attest:

BOARD OF EDUCATION OF THE
TOWNSHIP OF FRELINGHUYSEN

Secretary

By _____
President

Attest:

FRELINGHUYSEN TEACHERS ASSOCIATION

Secretary

President